

COMPANIES (QUEENSLAND) CODE

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

of

AVATARS ABODE PTY. LTD.

1. The name of the Company is AVATARS ABODE PTY. LTD.
2. The objects for which the Company is established are:-

Primary

- (a) To spread the message of Meher Baba being a mono theistic doctrine and faith (relating to the belief in following and love of God) as expressed by him (inter alia) in the following words:-

"I am that same Ancient One who has always come to redeem man from his bondage of ignorance and to help him realise that which, consciously or unconsciously, he is always seeking. The object of this quest is called by many names – happiness, peace, freedom, truth, love, perfection, self-realisation, God-realisation, union with God. It is essentially one thing, the quest for conscious and continual experience of his unity with God, the Source of infinite knowledge, Power and Bliss".

- (b) To cause the establishment, initiation and development of any form of service to individuals and to mankind generally whether of a physical, intellectual, cultural or spiritual nature which Meher Baba himself encouraged, initiated or assisted during his lifetime and specially for the advancement and benefit throughout Australia of the philosophy and faith of Meher Baba among all persons resident in Australia through whatever media the company may in its absolute discretion deem fit with the object of encouraging such persons to accept the tenets of that philosophy and faith as the proper creed by which their lives should be governed.
- (c) To accept appointment as and to act as Trustee for a Charitable Trust known as AVATAR'S ABODE TRUST and as such Trustee to exercise such powers as are contained in the clauses of the Deed of Trust creating AVATAR'S ABODE TRUST and (except where the same are inconsistent with the said Deed of Trust) as are conferred by relevant statute.
- (d) To accept and promote the teachings and philosophies of Meher Baba and the further charitable objects set out in the said Deed of Trust.
- (e) As Trustee of the Avatar's Abode Trust, to hold in perpetuity as a place of pilgrimage the property described as Subdivision 1 of

Portion 43V and Resubdivision 1 of Subdivision 2 of Portion 105V on Registered Plan Nos. 95290 and 61065 County of Canning Parish of Mooloolah being the whole of the land in Certificate of Title Volume 3617 Folio 227 and having an area of 99 acres 2 roods 3 perches and known as "Avatar's Abode" on the express wish of Avatar Meher Baba who stayed at Avatar's Abode on one of his world tours in the service of Humanity.

- (f) As Trustee of the Avatar's Abode Trust, to develop for the benefit of pilgrims now and for generations to come Avatar's Abode which was made Sacred by his visit in June, 1958.
- (g) As Trustee of the Avatar's Abode Trust, to uphold Avatar Meher Baba's statement "that Avatar's Abode is to become one of the great places of pilgrimage in the world".
- (h) As Trustee of the Avatar's Abode Trust, to strive to maintain the atmosphere of Avatar's Abode sanctified by the visit of Avatar Meher Baba.
- (i) As Trustee of the Avatar's Abode Trust, to perpetually honour and leave unchanged the name Avatar's Abode which Avatar Meher Baba gave to the property.
- (j) As Trustee of the Avatar's Abode Trust, to ensure the perpetuity of Avatar's Abode by expressly forbidding its sale, mortgage lease or encumbrance of any kind, and no Director shall either verbally or in writing guarantee any loan or encumbrance on behalf of the Company or do anything in the name of the Company which would be to the detriment of Avatar's Abode.
- (k) As Trustee of the Avatar's Abode Trust, to develop facilities and/or accommodation for pilgrims and for those seeking to know of Meher Baba and for visitors generally.
- (l) As Trustee of the Avatar's Abode Trust, to ensure that the structures known as "Baba's House", "Baba's Room" and the "Meeting Hall" will remain on their original positions on Avatar's Abode, located as they were when Avatar Meher Baba visited the property, and to maintain such structures and their surrounds in a manner befitting Avatar Meher Baba.
- (m) As Trustee of the Avatar's Abode Trust, to preserve and protect "Baba's Room" and those articles and items associated with Avatar Meher Baba that are deemed to be sacred by the directors.
- (n) As Trustee of the Avatar's Abode Trust, to leave the two photographs of Avatar Meher Baba that are located above the doors of "Baba's Room" in their exact positions as these photographs were given by Avatar Meher Baba who instructed which photograph was to be inside and which was to be outside the room and was particular as to their placement. No extra photographs are to be placed inside "Baba's Room".
- (o) As Trustee of the Avatar's Abode Trust, to facilitate the celebration

annually in the month of June the Anniversary of Avatar Meher Baba's visit to Avatar's Abode.

- (p) As Trustee of the Avatar's Abode Trust, to ensure the security of Avatar's Abode by taking all necessary insurance policies, particularly a Public Risk Policy and Workers Compensation Policy (if there are employees of the Company) and to ensure the policies are always current.

Ancillary

- (q) To provide offices, apartments, flats, suites, dwellings, workshops, garages and other spaces for occupation on co-operative principles or otherwise and to render and keep the same suitable and available for occupation by members of the Company or their sub-tenants or other persons approved by the Directors or by the duly authorised agents of the Company (subject at all times to any restrictions or limitations set out in any Deed of Trust relating to any trust of which the Company is Trustee).
- (r) To purchase or by any other means acquire and hold real property and any estate or interest in and any rights privileges and easements over or in respect of real property including perpetual or other leases (with or without freeholding rights) and to purchase and by any other means acquire personal property and to improve, develop, sell, transfer, lease, let, exchange, hypothecate and (without limiting the effect of the foregoing general words) in any other manner dispose of or deal with or use such property or rights or any of them or any part thereof save for Avatar's Abode and articles and items associated therewith and particularly set out and referred to in paragraphs (l), (m) and (n) of this clause which may not be dealt with, transferred, encumbered or charged in any way whatsoever.
- (s) Except as elsewhere herein provided, to develop or turn to account any land or any interest in land acquired by the Company or in which the Company is interested and in particular (but without limitation) laying out and preparing the same for building purposes, constructing, altering, pulling down, decorating, maintaining, furnishing, fitting up and improving buildings and structures of all kinds and by advancing money to and entering into contracts and arrangements of all kinds with contractors, builders, tenants and others.
- (t) To layout the lands of the Company as the directors shall think fit and to erect or cause to be erected multi-residential unit buildings, tenement buildings, flats, residential buildings, offices, houses and buildings, structures and erections of any kind but at all times bearing in mind the primary objects of the Company as set out in this Clause 2.
- (u) To let or lease or hire the whole or any part of the real and personal property of the Company (save for Avatar's Abode and articles and items associated therewith and particularly set out and referred to in paragraphs (l), (m) and (n) of this Clause) on such terms as the

Company shall determine.

- (v) To act as attorney for or as the nominee of any person, persons, company, corporation, association or other body politic or corporate and for that purpose to purchase land or other property, enter into contracts of sale, leases, accept or grant licences and building contracts and execute such other powers as are contained in the Deed of Appointment as attorney or pursuant to the terms of any nomination.
- (w) To invest and deal with the moneys of the Company not immediately required upon such securities and in such manner as may from time to time be determined.
- (x) To lend money to such parties and on such terms as may seem expedient.
- (y) To enter into any arrangement with any authorities supreme, municipal, local or otherwise and to obtain from any such authority all rights, concessions and privileges that may seem conducive to the Company's objects or any of them and to carry out and comply with same.
- (z) To obtain any Provisional Order or Act of Parliament for enabling the Company to carry any of its objects into effect or for effecting any modification of the Company's constitution or for any other purpose which may seem expedient; and to oppose or resist any applications or proceedings which may seem calculated directly or indirectly to prejudice the Company's interests.
- (aa) To draw, accept, endorse, discount, execute and issue bills of exchange, promissory notes, debentures, bills of lading and other negotiable or transferable instruments or securities.
- (bb) To pay all expenses, legal or otherwise of and incidental to the incorporation of this Company and to remunerate any parties for services rendered or to be rendered.
- (cc) To do all or any of the above things in any part of the world either as principals, agents, trustees, contractors or otherwise and either alone or in conjunction with others and either by or through agents, sub-contractors, trustees or otherwise.
- (dd) To do all such other things as may be deemed incidental or conducive to the attainment of the above objects or any of them.

AND IT IS HEREBY DECLARED that the intention is that subject at all times to any restrictions or limitations set out in the Deed of Trust of the Avatar's Abode Trust and to Clause 3 hereof the Company shall have power to do any of the matters herein mentioned or included by the "Companies (Queensland) Code" (whether in one or more paragraphs) apart from or in addition to any other of the said matters and none of the general or other descriptions given in this clause shall be limited or restrained by reference to the name of the Company or by reference to matters of the same or some similar kind to those elsewhere in this clause

mentioned or referred to or be otherwise limited or restrained by any other part of this clause not containing an express limitation or restraint or by any inference to be drawn from such other part and so that the objects specified and included in this Memorandum may be carried out and acted upon in as full and ample a manner and construed in as wide a manner as if each of the paragraphs hereof defined the objects of a separate and independent company.

3. Notwithstanding anything contained in Clause 2 hereof, the Company shall not act otherwise than as Trustee of the Avatar's Abode Trust when formed and thereafter shall not accept any property as part of the Trust Funds of the said Trust other than property allowable under the provisions of the Deed of Settlement creating the said Trust.
4. The liability of the members is limited.
5. The capital of the Company is NINE DOLLARS (\$9.00) divided into nine (9) ordinary shares of ONE DOLLAR (\$1.00) each.
6. The Company by this Memorandum:-
 - (i) Limits to not more than nine (9) the number of its members.
 - (ii) Prohibits any invitation to the public to subscribe for, and any offer to the public to accept subscriptions for, any shares in or debentures of the Company.
 - (iii) Prohibits any invitation to the public to deposit money with, and any offer to the public to accept deposits of money with, the Company for fixed periods or payable at call whether bearing or not bearing interest.
7.
 - (i) A Special Resolution altering or adding to Articles 40, 58 or Clauses 2(a) to 2(p) or Clause 3 of this Memorandum shall not have any effect unless that resolution was passed by a majority of ninety-five per centum (95%) of members of the Company as, being entitled to do so, vote in person.
 - (ii) Subject to the provisions of Clause 7(i) of this Memorandum, a special resolution altering or adding to the Articles of Association of the Company shall not have any effect unless that resolution, in addition to any other requirements imposed by law or the Memorandum and Articles of Association of the Company, was passed by a majority which included not less than six (6) affirmative votes.
8. The income and property of the Company whencesoever derived shall be applied solely towards the promotion of the objects of the Company as set forth in this memorandum of association and no portion thereof shall be paid or transferred directly or indirectly by way of dividend bonus or otherwise howsoever by way of profit to the members of the Company PROVIDED THAT (subject to the provisions hereinafter contained) nothing herein shall prevent the payment in good faith of reasonable and proper remuneration to any officer or servant of the Company or to any member of the Company or other person in return for any services actually

rendered to the Company nor for goods supplied in the ordinary and usual way of business nor prevent the payment of reasonable and proper rent for premises demised or let to any member of the Company.

- 9. If on the winding-up or dissolution of the Company there remains after the satisfaction of all its debts and liabilities any property whatsoever the same shall not be paid to or distributed among the members of the Company but shall be given or transferred to some other institution or institutions having objects similar to the objects of the Company and whose Memorandum of Association or constitution shall prohibit the distribution of its or their income and property amongst its or their members to an extent at least as great as is imposed on the Company under or by virtue of Clause 7 hereof such institution or institutions to be determined by the members of the Company at or before the time of dissolution or in default thereof by such judge of the Supreme Court as may have or acquire jurisdiction in the matter and if and so far as effect cannot be given to the aforesaid provisions then to some charitable object.
- 10. The full names, addresses and occupations of the subscribers to this Memorandum are as follows:-

Signature of Subscribers	Number of Shares taken by each Subscriber
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DATED the _____ day of _____, 19__ :

WITNESS to all the above signatures.

COMPANIES (QUEENSLAND) CODE

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

AVATARS ABODE PTY. LTD.

1. (1) The regulations contained in Table "A" in the Third Schedule to the Companies (Queensland) Code shall not apply to this Company but instead thereof the following shall, subject to repeal, addition and alteration as provided by the said Code or these Articles, be the Articles of the Company.

- (2) In these Articles:-

"Avatar's Abode" is the land and fixtures thereto more particularly described as Subdivision 1 of Portion 43V and Resubdivision 1 of Subdivision 2 of Portion 105V on Registered Plans Nos. 95290 and 61065 County of Canning Parish of Mooloolah being the whole of the land in Certificate of Title Volume 3617 Folio 227 and having an area of 99 acres 2 roods 3 perches. A copy of a plan of such land and fixtures thereon is annexed to those Articles marked "A".

"Member" means shareholder;

INTERPRETATION

"the Code" means "The Companies (Queensland) Code";

"the seal" means the Common Seal of the Company;

"secretary" means any person appointed to perform the duties of a secretary of the Company;

"State" means the State of Queensland;

"director" means Trustee director of the Company;

expressions referring to writing shall, unless the contrary intention appears, be construed as including references to printing, lithography, photography and other modes of representing or reproducing words in a visible form; words or

expressions contained in these regulations shall be interpreted in accordance with the provisions of The Acts Interpretation Acts, 1954 to 1960; and of the Code as in force at the date at which these regulations become binding on the Company.

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| <p>(3) The Company shall be a proprietary company and accordingly the following provisions shall apply:</p> <ul style="list-style-type: none"> (i) The right to transfer shares in the Company shall be restricted in the manner herein provided. (ii) The number of the members of the Company shall not at any time exceed nine (9). (iii) The Company shall not invite the public to subscribe for, and shall not make any offer to the public to accept subscriptions for, any shares in or debentures of the Company. (iv) The Company shall not invite the public to deposit money with, and any offer to the public to accept deposits of money with, the Company for fixed periods or payable at call whether bearing or not bearing interest. | <p>PROPRIETARY
COMPANY</p> |
| <p>2. There shall be no more than nine (9) ordinary shares in the capital of the Company and such shares may only be issued on the basis that each such share is fully paid to one dollar (\$1.00) on subscription.</p> <p>3. All shares in the capital of the Company shall be ordinary shares and rights attaching thereto shall not be varied.</p> <p>4. No person can hold any share on trust for another person, company or other entity and nor shall any share be held jointly by two or more persons, companies or other entities.</p> <p>5. No person shall be recognised by the Company as holding any share upon any trust, and the Company shall not be bound by or be compelled in any way to recognise any equitable, contingent, future or partial interest in any share or unit of a share or (except only as by these regulations or by law otherwise provided) any other rights in respect of any share except an absolute right to the entirety thereof in the registered holder.</p> | <p>SHARE CAPITAL
AND VARIATION
OF RIGHTS</p> |

6. Every person whose name is entered as a member in the register of members shall be entitled without payment to receive a certificate under the seal of the Company in accordance with the Code.
7. Subject to these Articles a member may transfer his share by instrument in writing in any usual or common form or in any other form which the members may approve. The instrument shall be executed by or on behalf of both the transferor and the transferee; and the transferor shall remain the holder of the shares transferred until the transfer is registered and the name of the transferee is entered in the register of members in respect thereof.
8. The instrument of transfer must be left for registration at the registered office of the Company together with such fee not exceeding 25 cents as the directors from time to time may require accompanied by the certificate of the share to which it relates and such other evidence as the directors may reasonably require to show the right of the transferor to make the transfer, and thereupon the Company shall subject to the powers vested in the directors by these Articles register the transferee as a shareholder and retain the instrument of transfer.
9. Any transfer of shares in the Company must be approved by a general meeting of shareholders and the shareholders may in their absolute discretion decline or refuse to register any transfer or proposed transfer of shares to a person of whom they do not, for any reason whatsoever, approve.
10. The registration of transfers may be suspended at such times and for such periods as the members may from time to time determine not exceeding in the whole thirty days in any year.
11. (i) Upon a member (hereinafter in this clause called the "Retiring Member") expressing to the Company a desire to transfer his share or dying or becoming bankrupt or making any arrangement or composition with his creditors generally or becoming of unsound mind or becoming a person whose estate is liable to be dealt with in any way under the law relating to mental health or upon any other event resulting in a member being unable to have control of his estate (such events being hereinafter called the "Defined Events"), his share shall be deemed to be transferred to the person selected in accordance with Article 11(ii) and the Retiring Member, personal representative, trustee in

TRANSFER OF SHARES

bankruptcy or any other person having the power to deal with the estate of the Retiring Member shall, upon receipt of notice from the Company in accordance with Article 11(ii), execute a transfer of the share in favour of the person so selected. In default of such execution within sixty (60) days from receipt of such notice, any member may execute the instruments necessary to transfer the said share in the Company to the person so selected (and any such member shall be deemed to have been irrevocably appointed by the Retiring Member/transferor as his attorney to execute the relevant instruments of transfer) and on presentation of such instrument to the Company in registrable form, the same shall be registered.

- (ii) (a) Upon the occurrence of any of the Defined Events, the Directors shall call a meeting of the Shareholders of the Company to select an eligible person to whom the share held by the Retiring Member will be transferred.
- (b) If within half an hour from the time appointed for the meeting a quorum, which notwithstanding the provisions of Article 18 hereof shall be six (6) Shareholders, is not present, the meeting shall be dissolved and the Directors shall cause a joint meeting of the Shareholders and Directors of the Company to be called to select an eligible person to whom the share held by the Retiring Member will be transferred. Any decision to be made at such joint meeting shall be decided by a majority vote.
- (c) Forthwith upon the selection of such eligible person, the Directors shall, on behalf of the Company, notify the Retiring Member of the name of such eligible person.

12. Upon receipt by any member (hereinafter in this clause called the "Former Member") of a notice in writing, signed by not less than six (6) other members of the Company, requiring that he transfer his share in the Company to a person named in the notice, the Former Member shall forthwith transfer the share in the Company held by him to the person named in the notice. In the event that the Former

Member does not, for any reason, transfer the said share within fourteen (14) days of receipt of such notice, any other member may execute the instruments necessary to transfer the said share in the Company to the person named in the notice (and any such member shall be deemed to have been irrevocably appointed by the Former Member as his attorney to execute the relevant instrument of transfer) and on presentation of such instrument to the Company in registrable form, the same shall be registered.

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| 13. | The capital of the Company shall not be altered. | ALTERATION OF CAPITAL |
| 14. | An annual general meeting of the Company shall be held in accordance with the provisions of the Code. All general meetings other than the annual general meetings shall be called extraordinary general meetings. | GENERAL MEETINGS |
| 15. | Any three (3) directors or any three (3) members of the Company may whenever they think fit convene an extraordinary general meeting, and extraordinary general meetings shall be convened on such requisition or in default may be convened by such requisitionists as provided by the Code. | |
| 16. | Subject to the provisions of the Code relating to special resolutions and agreements for shorter notice; fifteen days' notice at the least (exclusive of the day on which the notice is served or deemed to be served, but inclusive of the day for which notice is given) specifying the place the day and the hour of meeting and in case of special business the general nature of that business shall be given to such persons as are entitled to receive such notices from the Company. | |
| 17. | All business shall be special that is transacted at an extraordinary general meeting, and also all that is transacted at an annual general meeting, with the exception of the consideration of the accounts, balance sheets, and the report of the directors and auditors, the election of directors in the place of those retiring, and the appointment and fixing of the remuneration of the auditors. | |
| 18. | No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business. Save as herein otherwise provided, two (2) members shall be a quorum. | PROCEEDINGS AT GENERAL MEETINGS |

19. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of members, shall be dissolved; in any other case it shall stand adjourned to the same day in the next week at the same time and place, or to such other day and at such other time and place as the directors may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the meeting shall be dissolved.
20. The chairman may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
21. At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands. A declaration by the chairman that a resolution has on a show of hands carried or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the book containing the minutes of the proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
22. In the case of an equality of votes, the chairman of the meeting at which the show of hands takes place shall declare that the motion has failed.
23. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes.
24. The number of directors shall be such number being not less than seven (7) and not more than twelve (12) as shall be determined by the members or by the directors from time to time. Upon incorporation, the directors shall be:
 - (i) William Ian Le Page, Psychologist of Meher Road, Woombye, 4559.

DIRECTORS:
APPOINTMENT AND
RETIREMENT

- (ii) Wendy Margaret Borthwick, Importer of 2 Passey Avenue, Hunters Hill, 2110.
 - (iii) David Keith Symons, Primary Producer of Upper Kiamba via Nambour, 4560.
 - (iv) Peter David John Davies, Mail Contractor of Meher Road, Woombye, 4559.
 - (v) Ross Patrick Keating, School Teacher of Kalianna Crescent, Beacon Hill, 2100.
 - (vi) Andrew Bernard Bruford, School Teacher of Meher Road, Woombye, 4559.
 - (vii) Peter John Rowan, Antique Dealer of Meher Road, Woombye, 4559.
 - (viii) Steven Hein, Company Manager of 31 Oriel Road, Clayfield, 4011.
 - (ix) Kelvin Barry Roy Hayes, Real Estate Agent of Meher Road, Woombye, 4559.
25. (i) Each of the Directors shall retire from office at a meeting of directors held not more than one (1) month prior to the annual general meeting of the Company held in the year 1990 and thereafter at a meeting of directors to be held not more than one (1) month prior to every subsequent third annual general meeting of the Company. Such resignation shall take effect from the close of such meeting of directors. A retiring director shall be eligible for reelection if he so desires.
- (ii) At any election of directors pursuant to Clause 25(i) or necessitated by any determination pursuant to Article 24 that the number of directors of the Company shall be increased, each director may, as appropriate, nominate for election himself and one other person who is eligible to be a director. All nominations shall be delivered to the Company at least thirty-five (35) days prior to the meeting of directors at which the election of directors is to be held. Should there be insufficient nominees to fill the minimum number of positions available then each director may nominate a further eligible person.
- (iii) The Secretary shall prepare a ballot paper indicating all persons nominated together with advices as to the number of positions to be filled and shall despatch the ballot paper to all

directors at least fifteen (15) days prior to the meeting at which the election of directors is to be held. The Secretary shall do all things within his power to preserve the confidentiality of voting by directors.

- (iv) At a ballot for the election of directors, each director, whether or not in attendance, shall be entitled to the same number of votes as the number of positions open for election and each such vote shall be of equal value.
 - (v) At the conclusion of balloting the candidates shall be ranked according to the number of votes received and the candidates elected shall be those from the top of the ranked list down and equal in number to the number of positions to be filled. In the event of two (2) or more candidates receiving an equal number of votes for the last available positions to be filled, a fresh ballot of those persons eligible to vote in the initial ballot shall be conducted between those candidates. Each person voting shall have the number of votes equal to the number of positions still to be filled. In the event of there being a further tied vote, the successful candidate shall be chosen by lot.
 - (vi) The Secretary shall make available to any director, former director or member the completed ballot papers for checking if so requested within thirty (30) days of any ballot.
 - (vii) The quorum at any meeting of directors at which there is to be a ballot for the election of directors shall be two-thirds (2/3) of the number of directors.
 - (viii) Nothing herein contained shall be construed as limiting the right of the members, in accordance with these Articles, to remove directors and to appoint new directors of the Company.
26. The Chairman of the Board shall be William Ian Le Page until he resigns or dies and he shall not be subject to rotation pursuant to Article 25 above. The Chairman shall be, upon the resignation or death of William Ian Le Page, appointed annually by the directors and shall be one of the directors.
27. William Ian Le Page shall be a director of the Company for the term of his natural life or until he resigns.
28. Upon the death, removal or resignation of any

director, the remaining directors may elect another person who is eligible to be a director in his stead PROVIDED HOWEVER that should the number of directors at any time fall below seven (7), the remaining directors shall forthwith cause a meeting of directors to be convened for the purpose of electing sufficient directors so that the total number of directors shall not be less than seven (7).

29. A person shall be ineligible to be a director or a shareholder unless:-
- (a) he has consented to so act;
 - (b) he is a known follower of Meher Baba and he is prepared to publicly uphold Meher Baba as the one and only spiritual authority;
 - (c) in the case of a director, he is not a child, parent, spouse or sibling of a director or, in the case of a shareholder, he is not a child, parent, spouse or sibling of a shareholder; and
 - (d) in the case of a director, he is nominated by a director or shareholder or, in the case of a shareholder, he is nominated by the shareholders.
30. The Company may, at any time, by resolution passed by not less than six (6) shareholders remove any director before the expiration of his period of office and may, at any time, by resolution passed by not less than six (6) shareholders appoint any eligible person to be a director.
31. The directors shall not receive any remuneration for acting as directors of the Company but may be remunerated for any other services they may from time to time provide to the Company. The directors may be paid all travelling, hotel and other expenses properly incurred by them in attending and returning from meetings of the directors or any committee of the directors or general meetings of the Company or in connection with the business of the Company.
32. Deleted
33. The office of director shall become vacant if the Director:-
- (a) ceases to be a director by virtue of the Code;
 - (b) becomes bankrupt or makes any arrangement or composition with his creditors generally;
 - (c) becomes prohibited from being a director by

reason of an order made under the Code;

- (d) becomes of unsound mind, or a person whose person or estate is liable to be dealt with in any way under the law relating to mental health;
 - (e) resigns his office by notice in writing to the Company;
 - (f) is absent without permission of the directors from five (5) consecutive meetings of the directors so long as such meetings span an unbroken period of thirteen (13) months or more;
 - (g) is directly or indirectly interested in any contract or proposed contract with the Company and fails to declare the nature of his interest in the manner required by the Code; or
 - (h) ceases to be a follower of Meher Baba.
34. The business of Company shall be managed by the directors, who may pay all expenses incurred in promoting and registering the Company, and may exercise all such powers of the Company as are not, by the Code or by these Articles, required to be exercised by the Company in general meeting, subject, nevertheless, to any of these Articles, to the provisions of the Code, and to such Articles, being not inconsistent with the aforesaid Articles or provisions, as may be prescribed by the Company in general meeting; but no Article made by the Company in general meeting shall invalidate any prior act of the directors which would have been valid if that Article had not been made.
35. Subject to the provisions of these Articles, the directors may exercise all the powers of the Company.
36. The directors may from time to time by power of attorney appoint any corporation, firm or person or body of persons, whether nominated directly or indirectly by the directors, 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 these Articles) and for such period and subject to such conditions as they may think fit, and 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 him.

37. All cheques, drafts, bill of exchange and other negotiable instruments, and all receipts for money paid to the Company, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, by any two directors or in such other manner as the directors from time to time determine.
38. The directors shall cause minutes to be made:
- (a) of all appointments of officers;
 - (b) of names of directors present at all meetings of the Company and of the directors; and
 - (c) of all proceedings at all meetings of the Company and of the directors.

Such minutes shall be signed by three (3) directors attending the meeting at which the proceedings were held or by three (3) directors attending the next succeeding meeting, including the Chairman of any such meetings who shall sign the minutes of each meeting within the time fixed by the Code.

39. (i) Any three (3) directors may at any time and the secretary shall on the requisition of three (3) directors summon a meeting of the directors. There shall be held not less than three (3) meetings of directors per year.
- (ii) The directors may meet together for the despatch of business adjourn and otherwise regulate their meetings as they think fit. The directors may conduct the meetings by telephone without a director being in the physical presence of another director or directors however at least a quorum of directors must be in simultaneous contact with other directors.
- (iii) After the annual general meeting of the Company to be held in the year of 1990, the directors shall, not more than one (1) month prior to every subsequent third annual general meeting of the Company, meet to elect the directors of the Company in accordance with Article 25 and, not less than sixty (60) days and not more than ninety (90) days prior to holding such meeting of directors to elect the directors of the Company, meet to determine, inter alia, the date of the meeting of directors to elect the directors of the Company and whether, in accordance with Article 24, there should be any

PROCEEDINGS OF
DIRECTORS

change in the number of directors of the Company.

40. In the case where the Company is desirous of amending or altering the provisions of any trust deed relating to any trust of which the Company is trustee or of retiring as Trustee and appointing a substitute trustee the resolution with respect to such alteration, amendment, retirement or appointment shall be of no force or effect unless such resolution is passed unanimously by all nine (9) members.
41. Subject to these Articles, questions arising at any meeting of directors at which the number of directors listed in the first column of the following Schedule are present shall be decided by an affirmative vote of not less than the number of directors listed in the second column of the following Schedule. Any such determination shall, for all purposes, be deemed to be a determination of the directors.

Schedule

<u>Number of Directors present at Meeting</u>	<u>Number of Affirmative Votes Required</u>
5, 6 or 7	5
8 or 9	6
10 or 11	7
12	8

42. (1) No director shall be disqualified by his office from holding any office or place of profit under the Company or under any company in which this Company shall be a shareholder or otherwise interested or from contracting with the Company either as vendor, purchaser or otherwise nor shall any such contract or any contract or arrangement entered into by or on behalf of the Company in which any director shall be in any way directly or indirectly interested be avoided nor shall any director be liable to account to the Company for any profit arising from such office or place of profit or realised by any such contract or arrangement by reason only of such director holding that office or of the fiduciary relations thereby established.
- (2) A general notice that a director is a member of any specified firm or company and is to be regarded as interested in all transactions with that firm or company shall be a sufficient disclosure under this clause as regards such

director and the said transactions and after such general notice it shall not be necessary for such director to give a special notice relating to any particular transaction with that firm or company.

- (3) Any director may as director or shareholder vote in respect of any contract or arrangement in which he is so interested as aforesaid and may affix and attest the affixing of the Common Seal of the Company and execute any document on behalf of the Company in respect of any such contract or arrangement as provided herein or otherwise.
- (4) A director shall not be deemed to be interested or to have been at any time interested in any contract or proposed contract by reason only:-
- (i) In any case where the contract relates to any loan to the Company that he has guaranteed or jointed in guaranteeing the repayment of the loan or any part of the loan; or
- (ii) In any case where the contract or proposed contract has been or will be made with or for the benefit of or on behalf of a corporation which by virtue of the provisions of sub-section 7(5) of the Code is deemed to be related to the Company that he is a director of that corporation.
- (5) Every director shall comply with the provisions of Section 228 of the Code.
- (6) For the purpose of this Article a director shall not be deemed to be interested in any contract or arrangement where the interest of the director consists only of being a member or creditor of a corporation if the interest of the director may properly be regarded as not being a material interest.
43. Subject to Article 25, the quorum necessary for the transaction of the business of the directors shall be as set forth in the following Schedule:-

Schedule

<u>Number of Directors of the Company (from time to time)</u>	<u>Quorum Required</u>
7, 8, 9 or 10	5
11 or 12	6

44. The continuing directors may act notwithstanding any vacancy in their body, but if and so long as their number is reduced below the number fixed by or pursuant to the Articles of the Company as the necessary quorum of directors, the continuing directors or director may act for the purpose of increasing the number of directors to that number of summoning a general meeting of the Company, but for no other purpose.
45. If at any meeting the chairman is not present within ten minutes after the time appointed for holding the meeting, the directors present may choose one of their number to be chairman of the meeting.
46.
 - (1) The directors may delegate any of their powers to committees consisting of such member or members of their body as they think fit; any committee so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed on it by the directors.
 - (2) The directors may form Advisory Committees comprising at least one director, which Advisory Committee may make recommendations and advise the Board on various aspects referred to it but the Board shall not be obliged to act upon or follow such recommendation or advice.
47. A committee may elect a chairman of its meetings; if no such chairman is elected, or if at any meeting the chairman is not present within ten minutes after the time appointed for holding the meeting, the members present may choose one of their number to be chairman of the meeting.
48. A committee may meet and adjourn as it thinks proper. Questions arising at any meeting shall be determined by a majority of votes of the members present, and in the case of an equality of votes the chairman shall have a second or casting vote.
49. All acts done by any meeting of the directors or of a committee of directors (excluding Advisory Committees) or by any person acting as a director shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any such director or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a director.
50. Subject to Article 25 and any other requirements at

law or in the Memorandum or Articles of Association concerning special majorities or requirements for the passing of resolutions, a resolution in writing signed by the minimum number of directors which would have been required to pass the resolution at a meeting of the directors called to pass such resolution at which all directors were present shall be as valid and effectual as if it had been passed at a meeting of the directors duly convened and held. Any such resolution may consist of several documents in like form, each signed by one or more directors. A resolution passed pursuant to this Article will only be valid if every director receives, before the making of the resolution, a copy of the proposed resolution.

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| 51. | The secretary shall in accordance with the Code be appointed by the directors for such term, at such remuneration, and upon such conditions as they may think fit and any secretary so appointed may be removed by them. | SECRETARY |
| 52. | The directors shall provide for the safe custody of the seal, which shall only be used by the authority of the directors or of a committee of the directors authorised by the directors in that behalf, and every instrument to which the seal is affixed shall be signed by a director and, shall be countersigned by the secretary or by a second director or by some other person appointed by the directors for the purpose. | SEAL |
| 53. | The directors shall cause proper accounting and other records to be kept and shall distribute copies of balance sheets as required by the Code and shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounting and other records of the Company or any of them shall be open to the inspection of members not being directors, and no member (not being a Director) shall have any right of inspecting any account or book or paper of the Company except as conferred by statute or authorised by the directors or by the Company in general meeting. | ACCOUNTS |
| 54. | A notice may be given by the Company to any member or any director either personally or by sending it by post to him at his registered address, or (if he has no registered address within the State) to the address, if any, within the State supplied by him to the Company for the giving of notices to him. Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting a letter containing | NOTICES |

the notice, and to have been effected in the case of a notice of a meeting on the day after the date of its posting, and in any other case at the time at which the letter would be delivered in the ordinary course of post.

55. (1) Notice of every general meeting shall be given in any manner hereinbefore authorised to:-
- (a) every member except those members who have not supplied to the Company an address within Australia for the giving of notices to them;
 - (b) the auditor (if any) for the time being of the Company.
- (2) No other person shall be entitled to receive notices of general meetings.

56. If on the winding up or dissolution of the Company there remains after the satisfaction of all its debts and liabilities any property whatsoever the same shall not be paid to or distributed among the members of the Company but shall be given or transferred to some other institution or institutions having objects similar to the objects of the Company and whose memorandum of association or constitution shall prohibit the distribution of its or their income and property among its or their members such institution or institutions to be determined by a majority of the members of the Company at or before the time of dissolution and in default thereof by the Chief Justice of the Supreme Court of Queensland or such other Judge of that Court as may have or acquire jurisdiction in the matter and if and so far as effect can not be given to the aforesaid provision then to some charitable object.

WINDING UP

57. Every director, managing director, agent, auditor, secretary, and other officer for the time being of the Company shall be indemnified out of the assets of the Company against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application under the Code in which relief is granted to him by the Court in respect of any negligence default breach of duty or breach of trust.

INDEMNITY

58. The Company shall not act otherwise than as Trustee of the Avatar's Abode Trust when formed and thereafter shall not accept any property as part of the Trust Funds of the said Trust other than the

