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Christine Caroline Steffens
Chair, ANDRA Ltd.

17th April 2011

CONSTITUTION

OF

AUSTRALIAN NATIONAL DRAG RACING ASSOCIATION LTD

ACN # 149 309 151

(A COMPANY LIMITED BY GUARANTEE)

THE SIGNED CONSTITUTION IS ON FILE AT THE ANDRA OFFICES AND A COPY
HAS BEEN LODGED WITH ASIC

Prepared by:

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Table of Contents

1.	INTERPRETATION	1
	1.1. Definitions	1
	1.2. Interpretation	2
	1.3. Replaceable Rules not to Apply	2
2.	OBJECTS OF ASSOCIATION	2
	2.1. Objects	2
	2.2. Exercise of Powers	3
3.	INCOME AND PROPERTY OF THE COMPANY	4
	3.1. Income and Property of the Company	4
	3.2. No Payment to Members	4
4.	LIABILITY	4
	4.1. Limited Liability	4
5.	MEMBERSHIP	4
	5.1. Admission	4
	5.2. Categories of members:	5
	5.3. Admission Procedure	6
	5.4. Subscriptions	6
	5.5. Ceasing to be a Member	7
	5.6. Powers of Attorney	7
	5.7. Representatives	8
6.	DISCIPLINARY PROCEEDINGS AGAINST MEMBERS FOR MISCONDUCT .	8
	6.1. Breach of Obligation by Member	9
	6.2. Procedure	9
	6.3. Power of Impose Penalty	9
	6.4. Communication of Decision	9
	6.5. Appeal	9
	6.6. Determination of Appeal	10
	6.7. Suspension	10
7.	REGISTER OF MEMBERS	10
	7.1. Register of Members	10
	7.2. Inspection and Copying	11
8.	GENERAL MEETINGS	11
	8.1. Convening by Directors	11
	8.2. Requisition by Members	11
9.	NOTICE OF MEETINGS	12
	9.1. Length of Notice	12
	9.2. Contents of Notice	12
	9.3. Business	12
	9.4. Postponement	13
	9.5. Notice of postponement	13
	9.6. Failure to give notice	13
10.	PROCEEDINGS AT GENERAL MEETINGS	13
	10.1. Quorum	13

10.2.	Quorum Not Present	13
10.3.	Chairman of General Meetings	14
10.4.	Adjournment	14
10.5.	Voting	14
10.6.	Poll	15
10.7.	Chairman’s Declaration Conclusive	15
10.8.	Withdrawal of Demand for Poll	15
10.9.	Poll Timing	15
10.10.	Effect of Demand for Poll	15
10.11.	Results of Poll	15
10.12.	Casting Vote	16
11.	VOTING	16
11.1.	Vote in Person or by Proxy	16
11.3.	Validity of Votes	16
12.	REPRESENTATION AND PROXIES	16
12.1.	General	16
12.2.	No Required Membership	17
12.3.	All or Some Meetings	17
12.4.	Form	17
12.5.	Authority	17
12.6.	Voting	17
12.7.	Execution	17
12.8.	Deposit	18
12.9.	Waiver	18
12.10.	Attendance	18
12.11.	Valid Unless Company Informed Otherwise	18
12.12.	Corporate Member Representative	19
13.	WRITTEN RESOLUTION	19
14.	DIRECTORS	19
14.1.	Appointment and Removal of Directors	19
14.2.	Membership Qualification	20
14.3.	First Directors	20
14.4.	First Independent Directors	20
14.5.	Voting of Division Directors for Appointment to the Board	20
15.	CASUAL VACANCIES	21
16.	ALTERNATE DIRECTORS	21
16.1.	Appointment	21
16.2.	Other Matters	21
17.	DIRECTORS VACATION OF OFFICE	22
17.1.	Constitution	22
17.2.	Insolvency	22
17.3.	Corporations Act	22
17.4.	Disability	22
17.5.	Resignation	22

17.6.	Conflict	22
17.7.	Ceasing to be a Division Director	22
18.	INTERESTS OF DIRECTORS	22
18.1.	Transactions between Company and Directors	22
18.2.	Disclosure of Interest and Voting and Signing	23
18.3.	Particular Transactions	23
18.4.	Loans to Directors	23
18.5.	Offices or Places of Profit	23
19.	REMUNERATION AND EXPENSES	24
19.1.	Remuneration	24
19.2.	Travelling to Meetings	24
19.3.	Other Travel	24
19.4.	Additional Work	24
20.	POWERS OF DIRECTORS	24
20.1.	Company Managed by Board	24
20.2.	Promotion Expenses	24
20.3.	Power to Borrow Money	24
20.4.	Procedure for Borrowing Money	25
20.5.	Vacancies	25
20.6.	By-Laws and Regulations	25
21.	ATTORNEYS	26
21.1.	Appointment	26
21.2.	Terms	26
22.	PROCEEDINGS OF DIRECTORS	26
22.1.	Summoning Meetings and Notice	26
22.2.	Conduct of Meetings	27
22.3.	Audio Conference	27
22.4.	Quorum	27
22.5.	Chairman	28
22.6.	Voting	28
22.7.	Appointment of and Delegation to Committees	28
22.8.	Invalid Appointment or Disqualification	29
22.9.	Written Resolutions	29
22.10.	Minutes	30
23.	CHIEF EXECUTIVE OFFICER	30
23.1.	Appointment and Removal	30
23.2.	Remuneration	30
23.3.	Powers	30
24.	SECRETARY	31
24.1.	Appointment	31
24.2.	Removal	31
24.3.	Attendance	31
24.4.	Chief Executive Officer as Secretary	31
25.	SEALS	31

25.1.	Common Seal	31
25.2.	Use of Seals	31
25.3.	Duplicate Seal	31
26.	ACCOUNTS	32
26.1.	Accounts to be Kept	32
26.2.	Distribution	32
26.3.	Financial Year	32
27.	AUDIT	32
28.	INSPECTION	32
28.1.	Board Discretion	32
28.2.	Members' Rights	32
29.	NOTICES	32
29.1.	Address	32
29.2.	Effective Service	32
29.3.	Entitlement	33
29.4.	Counting of Days	33
29.5.	Certificate of Director or Secretary	33
30.	AMENDMENT OF CONSTITUTION	33
31.	WINDING UP	33
31.1.	Winding Up	33
31.2.	Distribution of Surplus Assets	34
32.	OFFICERS INDEMNITY AND INSURANCE	34
32.1.	Indemnity	34
32.2.	Indemnity Other than Legal Costs	34
32.3.	GST on Indemnity	34
32.4.	Withdrawal of Indemnity	35
32.5.	Officers Liability Insurance	35
32.6.	Definition	35
33.	Provision for Divisions	35
33.1.	Creation of Divisions	35
33.2.	Membership to be Allocated to a Division	36
33.3.	Application of Provisions of Constitution to Divisions	36
33.4.	Divisional Councils	36
33.5.	Functions, Powers and Obligations of Divisional Council	37
33.6.	Composition and Election/Appointment of Divisional Council	38
33.7.	Divisional Council Meetings	40
33.8.	Other Matters	41
34.	Transitional Provisions	41
34.1.	Continuation of Membership	41
34.2.	Continuation of By-Laws etc	41
34.3.	Continuation of Committees	41
34.4.	Continuation of Operation of Penalties	42

THE CORPORATIONS ACT

CONSTITUTION

OF

AUSTRALIAN NATIONAL DRAG RACING ASSOCIATION LTD

(A COMPANY LIMITED BY GUARANTEE)

PRELIMINARY

1. INTERPRETATION

1.1. Definitions

In this Constitution, unless contrary intention appears:

- 1.1.1. **"ADRPA"** means Australian Drag Racing Promoters Association.
- 1.1.2. **"Alternate Director"** means a person so appointed under clause 16.
- 1.1.3. **"ANDRA Drag Racing"** means drag racing conducted under the authority of the Company.
- 1.1.4. **"Auditor"** means any person appointed as auditor of the Company from time to time (if any).
- 1.1.5. **"Board"** means the Director or Directors for the time being of the Company or any one or more of them as has or have authority to act for the Company.
- 1.1.6. **"Business Day"** means any day on which banks are open for business in the state whereby Head Office resides.
- 1.1.7. **"Company"** means the company named above whatever the company's name may be from time to time.
- 1.1.8. **"Constitution"** means this Constitution as amended from time to time and any reference to a clause by number is a reference to the clause of that number in this Constitution.
- 1.1.9. **"Director"** means a Director for the time being of the Company and includes any Alternate Director.
- 1.1.10. **"Division"** means a Division as created in this Constitution.
- 1.1.11. **"General Meeting"** means a meeting of members convened under clause 8 or the *Corporations Act*.
- 1.1.12. **"Corporations Act"** means the *Corporations Act 2001*.
- 1.1.13. **"member"** means a member of the Company.
- 1.1.14. **"Register"** means the Register of Members of the Company.

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- 1.1.15. “**Secretary**” means any person appointed to perform the duties of a Secretary of the Company and includes any person appointed to perform the duties of Secretary temporarily.
- 1.1.16. “**Written**” includes words handwritten, printed, typed, or represented or reproduced in any mode in a visible form including sent by electronic or facsimile communication where ordinarily the words appear in visible form to the recipient upon receiving or opening the transmitted communication.
- 1.1.17. “**year**” means calendar year.

1.2. Interpretation

Unless the contrary intention appears:

- 1.2.1. A reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any statutory instrument issued under, that legislation or legislative provision.
- 1.2.2. An expression used or defined in the *Corporations Act* has the same meaning in this Constitution.
- 1.2.3. Where a particular Chapter, Part or Division of the *Corporations Act* gives an expression a special meaning for the purposes of that Chapter, Part or Division, that expression has the same meaning in this Constitution that deal with the matter dealt with by that Chapter, Part, Division.
- 1.2.4. The singular includes the plural and vice versa and words importing a gender include other genders.
- 1.2.5. Words importing persons include partnerships associations corporations, companies unincorporated and incorporated by Act of Parliament or registration, authorities or governments and vice versa.
- 1.2.6. Headings are for convenience only and do not affect the construction of this Constitution.
- 1.2.7. A reference to a person is also to the legal personal representative of that person.
- 1.2.8. A reference to a power is also to authority and discretion.

1.3. Replaceable Rules not to Apply

The replaceable rules contained in the *Corporations Act* are hereby displaced and shall not apply to the Company but instead the following shall be the Constitution of the Company.

2. OBJECTS OF ASSOCIATION

2.1. Objects

The objects for which the Association is established are:

- 2.1.1. To co-ordinate and administratively control all facets of drag racing in Australia and to instigate and enforce all rules needed to attain this end.
- 2.1.2. To encourage and assist any organiser in the progressive and honest promotion of ANDRA Drag Racing.
- 2.1.3. To protect the sport and its participants from harmful exploitation and unfair or dishonest promotion.
- 2.1.4. To encourage and assist activity designed to foster a good relationship between the public and the sport.
- 2.1.5. To increase the knowledge and acceptance of drag racing by the public.

2.2. **Exercise of Powers**

The Company may only exercise the powers in Section 124(1) of the *Corporations Act* to:

- 2.2.1. To undertake commercial activities and partnerships, including but not limited to the promotion and operation of events and the operation and/or ownership of motor sport facilities that advance the interests of the Company, its members and the sport of drag racing.
- 2.2.2. To raise funds by sponsorship, grant, donation or other method approved by the Board from time to time, in addition to membership fees, for the operation of the Company.
- 2.2.3. To do all such things as are incidental or conducive to the attainment of the above objects or any of them.
- 2.2.4. To purchase hire lease or otherwise acquire for the purposes of the Company any real or personal property and any rights and privileges which the Company may think necessary or convenient for the carrying out of its objects or any of them.
- 2.2.5. To give sell mortgage exchange hire lease or otherwise dispose of the property of the Company or any part or parts thereof.
- 2.2.6. To invest and deal with any of the monies of the Company not immediately required for the purposes thereof upon such securities and in such manner as may be deemed fit and from time to time to vary and realise such investments.
- 2.2.7. To make draw accept endorse discount execute and issue promissory notes bills of exchange bills of lading warrants debentures and other negotiable or transferable instruments.
- 2.2.8. To borrow money from time to time for such purposes to give debentures liens mortgages charges or other security over the whole or any part of the property real or personal of the Company.
- 2.2.9. To take or reject any gift of property money or goods whether subject to any special trust or not.

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- 2.2.10. To erect maintain improve or alter any building or buildings for the purposes of the Company.
- 2.2.11. To indemnify any person or persons whether Members of the Company or not who may incur or have incurred any personal liability for the benefit of the Company and for that purpose to give such person or persons mortgages charges or other security over the whole or any part of the real or personal property present or future of the Company.
- 2.2.12. To carry on all such activities as may be necessary or convenient for the purposes of the Company or any of them.
- 2.2.13. To do all such acts deeds matters and things and enter into and make such agreements as are incidental or conducive to the attainment of the objects of the Company or any of them.

3. **INCOME AND PROPERTY OF THE COMPANY**

3.1. **Income and Property of the Company**

The income and property of the Company will only be applied towards the promotion of the objects of the Company set out in clause 2.

3.2. **No Payment to Members**

No income or property will be paid or transferred directly or indirectly to any member of the Company except for payments to a member:

- 3.2.1. in return for any services rendered or goods supplied in the ordinary and usual course of business to the Company;
- 3.2.2. as compensation in good faith for expenses incurred on behalf of the Company; or
- 3.2.3. of any interest at a rate not exceeding current bank overdraft rates of interest for moneys lent.

4. **LIABILITY**

4.1. **Limited Liability**

The liability of each member of the Company is limited to the amount expressed in the provisions of this Constitution relating to Winding Up.

5. **MEMBERSHIP**

5.1. **Admission**

- 5.1.1. The number of members with which the Company proposes to be registered is unlimited.
- 5.1.2. The members of the Company are:
 - 5.1.2.1. the persons who consented to become members in the application for registration of the Company; and

5.1.2.2. any other persons, corporations or organisations whom or which the Board admits to membership in accordance with this Constitution.

5.2. **Categories of members:**

5.2.1. **Full Membership**

Any person who supports the objects of the Company may be a Full Member of the Company but a person who holds a permanent Drag Racing Licence at Group One or Unlimited Level must become a Full Member.

5.2.2. **Associate Membership**

Any person or body corporate who supports the objects of the Company may be an Associate Member of the Company but a person who holds an ANDRA Divisional Drag Racing Licence ("DDL") must become an Associate Member of the Company.

5.2.3. **Junior Membership**

A person who is under the age of 18 years and who supports the objects of the Company may become a Junior Member of the Company.

5.2.4. **Honorary Life Membership**

A person who has provided lengthy outstanding service to the sport of drag racing and/or to the Company or its predecessor Association may be appointed by a General Meeting as an Honorary Life Member of the Company and in that event the person will be entitled to the privileges of Full Membership for life but shall not be required to pay any membership fees.

5.2.5. **Honorary Membership**

The Board may confer Honorary Membership for such period as the Board determines on any person who has or may provide assistance to the sport of drag racing and may and that person will have such privileges other than voting as the Board may determine but shall not be required to pay any subscription whilst an Honorary Member.

5.2.6. **Club Membership**

The Board may grant any club which in its opinion is properly constituted and which has objects which support the sport of drag racing and the objects of the Company the status of an ANDRA Member Club.

5.2.7. **Benefits of Membership**

The Board may determine and vary from time to time the benefits applicable to any category of membership.

5.2.8. **Voting**

Only a person who is a Full Member and whose subscription is current as at the date of the meeting or an Honorary Life Member shall be entitled to a vote at any General Meeting of the Company or for any election of office-bearers in a Division.

5.3. **Admission Procedure**

5.3.1. Applications for membership of the Company must be in writing, signed by the applicant and in a form approved by the Board in their absolute discretion and shall be accompanied by any entrance fee required and by the current annual subscription for that category of membership.

5.3.2. The Board will consider each application for membership at the next meeting of the Board after the application is received. In considering an application for membership, the Board may:

5.3.2.1. accept or reject the application; or

5.3.2.2. ask the applicant to give more evidence of eligibility for membership.

5.3.3. If the Board asks for more evidence under clause 5.3.2.2, the determination of the application for membership is deferred until the evidence is given.

5.3.4. The Board does not have to give any reasons for rejecting an application for membership.

5.3.5. As soon as practicable following acceptance of an application for membership, the Secretary will send the applicant written notice of the acceptance.

5.3.6. An applicant for membership becomes a member when the application is accepted by the Board.

5.3.7. If the application is rejected, any money paid by the applicant is to be repaid.

5.3.8. The rights and privileges of every member are personal to each member and are not transferable by the member's own act or by operation of law.

5.4. **Subscriptions**

5.4.1. The Board may determine the entrance fee and annual subscription payable by each member or each category of member and should make that determination prior to 1 July each year to operate from 1 July.

5.4.2. The annual subscription period will commence on the anniversary of the date of acceptance of membership of each year, and the annual subscription will be payable in advance on each anniversary date.

5.4.3. If a member does not pay a subscription by the due date the Board:

5.4.3.1. will give the member notice of the fact that the subscription has not been paid; and

5.4.3.2. if the subscription remains unpaid 30 days from the date of that notice, may declare that member's membership forfeited.

5.5. **Ceasing to be a Member**

5.5.1. A member's membership of the Company will cease:

5.5.1.1. if the member gives the Secretary written notice of registration, from the date of receipt of that notice by the Secretary;

5.5.1.2. the Board determines to terminate the membership of a member pursuant to the provision of clause 6.

5.5.1.3. if a membership is forfeited under clause 5.4.3.2;

5.5.1.4. where a member is an individual, if the member:

5.5.1.4.1. dies;

5.5.1.4.2. becomes mentally incapacitated or whose person or estate is liable to be dealt with in any way under the Acts relating to mental health; or

5.5.1.4.3. is convicted of an indictable offence.

5.5.1.5. where the member is not an individual, if:

5.5.1.5.1. a liquidator is appointed in connection with the winding up of the member;

5.5.1.5.2. an order is made by a Court for the winding up or deregistration of the member; or

5.5.1.5.3. the member is otherwise deregistered.

5.5.2. Any member ceasing to be a member:

5.5.2.1. will not be entitled to any refund (or part refund) of a subscription; and

5.5.2.2. will remain liable for and will pay to the Company all subscriptions and moneys which were due at the date of ceasing to be a member.

5.6. **Powers of Attorney**

5.6.1. If a member executes or proposes to execute any document or do any act by or through an attorney which affects the

Company or the member's membership in the Company, that member must deliver the instrument appointing the Attorney to the Company for notation.

- 5.6.2. If the Company asks the member to file with it a certified copy of the instrument for the Company to retain, the member will promptly comply with that request.
- 5.6.3. The Company may ask for whatever evidence it thinks appropriate that the power of attorney is effective and continues to be in force.

5.7. **Representatives**

- 5.7.1. Any corporation or organisation which is a member may by written notice to the Secretary:
 - 5.7.1.1. appoint a natural person to act as its representative in all matters connected with the Company as permitted by the *Corporations Act*; and
 - 5.7.1.2. remove a representative.
- 5.7.2. A representative is entitled to:
 - 5.7.2.1. exercise at a General Meeting all the powers which the corporation or organisation which appointed him or her could exercise if it were a natural person;
 - 5.7.2.2. stand for election as an office bearer or Director; and
 - 5.7.2.3. be counted towards a quorum on the basis that the member corporation or organisation is to be considered personally present at a General Meeting by its representative.
- 5.7.3. A certificate executed in accordance with Section 127 of the *Corporations Act* is rebuttable evidence of the appointment or of the removal of the appointment (as appropriate) of the representative.
- 5.7.4. The chairperson of a General Meeting may allow a representative to vote on the condition that he or she subsequently establishes his or her status as a representative within a period prescribed by and to the satisfaction of the chairperson of the General Meeting.
- 5.7.5. The appointment of a representative may set out restrictions on the representative's powers.

6. **DISCIPLINARY PROCEEDINGS AGAINST MEMBERS FOR MISCONDUCT**

If a member fails to comply with the provisions of the Constitution, the Board has power to:

6.1. Breach of Obligation by Member

6.1.1. Where the Board is advised or considers that a member has allegedly:

6.1.1.1. breached, failed, refused or neglected to comply with any provision of the Constitution or any resolution or determination of the Board;

6.1.1.2. acted in a manner unbecoming of a member or prejudicial to the interests of the Company; or

6.1.1.3. brought the Company or the sport of ANDRA Drag Racing into disrepute,

the Board may determine to bring disciplinary proceedings against the member.

6.2. Procedure

6.2.1. The Board must give notice in writing to the member of the allegations and give the member a reasonable opportunity to make submissions, which may be in writing or oral or both, to the Board in relation to the allegations or any penalty which may be imposed before making any determination on the allegations or any penalty.

6.3. Power of Impose Penalty

6.3.1. If the Board determines that the allegations are correct, the Board may:

6.3.1.1. reprimand a member;

6.3.1.2. suspend for such period as the Board may determine the membership of a member; or

6.3.1.3. cancel the membership of a member.

6.4. Communication of Decision

6.4.1. The determination of the Board shall be communicated to the member and in the event of determination to suspend or cancel the membership the member shall be suspended or cease to be a member, subject to any appeal, 14 days after the Board has communicated its determination to the member.

6.5. Appeal

6.5.1. A member who is disciplined by the Board is entitled to appeal to the Company in general meeting against the determination or penalty. The intention to appeal shall be communicated in writing to the Secretary of the Company within 14 days after the determination of the Board has been communicated to the member and shall set out the grounds of appeal and shall lodge the sum of \$1,000.00 for the costs of calling a meeting.

6.6. **Determination of Appeal**

- 6.6.1. In the event of an appeal by the member who has been disciplined by the Board against the determination or penalty, the penalty shall not take effect until the decision of the Board is upheld or varied by the members in general meeting.
- 6.6.2. Upon receipt of the notice of appeal, the Board must convene a general meeting of members at the earliest reasonably practical date to consider the appeal and will provide with the notice of meeting a report on the decision appealed against.
- 6.6.3. The member who has been disciplined must be given the opportunity to make a submission in writing to the members to be sent with the notice of meeting and may be given the opportunity to make oral submissions at the meeting.
- 6.6.4. If the members in general meeting determine to uphold the appeal and to discuss the complaint or reduce the penalty, the amount lodged by the member shall be repaid.
- 6.6.5. If the members in general meeting determine to dismiss the appeal the member who has appealed must pay the reasonable costs of convening the meeting.
- 6.6.6. Any decision by the Board and/or the members in general meeting as to penalty shall take effect upon the determination of the members in general meeting as to the appeal.

6.7. **Suspension**

- 6.7.1. During the period of any suspension of membership, the member shall not be entitled to any privileges of membership including the right to vote but the suspended member shall continue to be liable to pay any subscription due and shall not be entitled to any remission of subscription by reason of the suspension.

7. **REGISTER OF MEMBERS**

7.1. **Register of Members**

The Secretary must keep and maintain a Register of Members of the Company which contains:

- 7.1.1. the full name of the member and, if a junior member, the date of birth of the member;
- 7.1.2. the current residential address and, if different, the current postal address of the member and any address or number provided by the member for receipt of communication by electronic or facsimile transmission or any other approved method of transmission which has been given in writing by the member to the Secretary;
- 7.1.3. the date on which the member was admitted to membership of the Company;

- 7.1.4. the category of membership to which the member has been admitted and, if the category is changed, the date upon which the category was changed;
- 7.1.5. the subscriptions payable and paid by the member; and
- 7.1.6. if applicable, the date of and reasons for termination of membership.

7.2. Inspection and Copying

- 7.2.1. The Register of Members is available for inspection free of charge by any member but such member may not use the information for any commercial purpose.

8. GENERAL MEETINGS

8.1. Convening by Directors

The Board must convene an Annual General Meeting within 5 months of the expiration of the financial year and may convene a General Meeting of the members of the Company at any time.

8.2. Requisition by Members

- 8.2.1. The Board must call and arrange a general meeting on the request of:
 - 8.2.1.1. members with at least 5% of the votes that may be cast at a General Meeting; or
 - 8.2.1.2. at least 100 members who are entitled to vote at the General Meeting.
- 8.2.2. The request must be in writing, state any resolution to be proposed at the meeting, be signed by the members making the request and be given to the Company.
- 8.2.3. Separate copies of a document setting out the request may be used for signing by the members if the wording of the request is identical in each copy.
- 8.2.4. The percentage of votes that members have is to be worked out as at midnight before the request is given to the Company.
- 8.2.5. The Board must call the meeting within 21 days after the request is given to the Company and the meeting is to be held not later than 2 months after the request is given to the Company.
- 8.2.6. Members with more than 50% of the votes of all members who make the request under clause 8.2.1 may call and arrange to hold a General Meeting if the Directors do not do so within 21 days after the request is given to the Company.
- 8.2.7. The meeting must be called in the same way, so far as possible, in which General Meetings of the Company may be

called and must be held not later than 3 months after the request is given to the Company.

- 8.2.8. To call the meeting the members requesting the meeting may ask the Company under Section 173 of the *Corporations Act* for a copy of the Register of Members and the Company must give the members the copy of the Register without charge.
- 8.2.9. The Company must pay the reasonable expenses the members incurred because the Board failed to call and arrange to hold the meeting.

9. NOTICE OF MEETINGS

9.1. Length of Notice

Subject to the *Corporations Act* relating to agreements to short notice of meetings, at least 21 days written notice of a General Meeting must be given to the persons entitled to vote at a General Meeting.

9.2. Contents of Notice

The notice of meeting must:

- 9.2.1. specify the place, date and time for the meeting and if the meeting is to be held in more than one place, the technology that will be used to facilitate this;
- 9.2.2. set out in full any motion intended to be proposed as a special resolution and state that it is intended to propose the motion as a special resolution;
- 9.2.3. specify the general nature of any business to be transacted at the meeting;
- 9.2.4. explain the member's entitlement to appoint a proxy and may specify a place, facsimile number and electronic address for the purposes of proxy lodgement.

9.3. Business

- 9.3.1. The business to be transacted at the Annual General Meeting shall be:
 - 9.3.1.1. consideration of the report of the Chairman;
 - 9.3.1.2. consideration of the financial reports including the report of the auditors;
 - 9.3.1.3. announcement of results of election of Directors;
 - 9.3.1.4. appointment of auditor;
 - 9.3.1.5. appointment of life members; or
 - 9.3.1.6. any Special Business.

- 9.3.2. No business other than that stated in the notice of a general meeting shall be transacted at that meeting.
- 9.3.3 The following members may give the Company notice of a resolution that they propose to move at a general meeting:
 - a) members with at least 5% of the votes that may be cast on the resolution; or
 - b) at least 100 members who are entitled to vote at a general meeting and the provisions of Part 2G.2 Division 4 of the Corporations Act 2001 as applicable at the date of giving notice will apply to that notice.

9.4. **Postponement**

The Directors may postpone or cancel any General Meeting whenever they think fit (other than a meeting called as the result of a request under clause 9.2).

9.5. **Notice of postponement**

The Directors must give notice of the postponement or cancellation of a General Meeting to all persons referred to in clause 9.1 entitled to receive notices from the Company.

9.6. **Failure to give notice**

The failure or accidental omission to send a notice of a General Meeting (including a proxy appointment form) to any member or the non-receipt of a notice (or form) by any member does not invalidate the proceedings at or any resolution passed at the General Meeting.

10. **PROCEEDINGS AT GENERAL MEETINGS**

10.1. **Quorum**

- 10.1.1. No business is to be transacted at any General Meeting unless a quorum of members is present at the time when the meeting proceeds to business.
- 10.1.2. 10 members entitled to vote at any General Meeting shall constitute a quorum.

10.2. **Quorum Not Present**

If a quorum is not present within 30 minutes after the time appointed for the General Meeting:

- 10.2.1. where the meeting was convened by, or upon the requisition of, the members, the meeting must be dissolved;
- 10.2.2. in every other case:
 - 10.2.2.1. the meeting stands adjourned to the day, time and place that the Board may determine and notify to the members or, if no determination is made, the same day in the next week at the same time and place; and

10.2.2.2. if a quorum (which is 2 for the purposes of an adjourned meeting) is not present at the adjourned meeting within 30 minutes after the time appointed for the meeting, the meeting must be dissolved.

10.3. **Chairman of General Meetings**

10.3.1. The Chairman of the Board, or in the absence of the Chairman of the Board, the Deputy Chairman, shall preside as Chairman at every General Meeting.

10.3.2. Where a General Meeting is held and:

10.3.2.1. there is no Chairman or Deputy Chairman of the Board; or

10.3.2.2. the Chairman or Deputy Chairman of the Board is not present within 15 minutes after the time appointed for the meeting or is unwilling or unable to act, then the members must elect as Chairman of the Meeting, another Director who is present and willing to act, or if no other Director is present and willing to act, a member who is present and willing to act.

10.4. **Adjournment**

10.4.1. **Power to Adjourn**

The Chairman may with the consent of any General Meeting at which a quorum is present (and must if so directed by the meeting) adjourn the meeting from time to time and from place to place.

10.4.2. **Business at Adjourned Meeting**

No business is to be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

10.4.3. **Notice of Adjourned Meeting**

When a meeting is adjourned for:

10.4.3.1. one month or more notice of the adjourned meeting must be given as in the case of an original meeting;

10.4.3.2. less than one month, it is not necessary to give any notice of the adjournment or of the business to be transacted at the adjourned meeting.

10.5. **Voting**

At any General Meeting a resolution put to the vote of the meeting is to be decided on a show of hands unless a poll is demanded.

10.6. **Poll**

A poll may be demanded, before or on the declaration of the result of the show of hands, by:

- 10.6.1. the Chairman;
- 10.6.2. at least 2 members present in person or by proxy or attorney or other duly authorised representative;
- 10.6.3. any member or members present in person or by proxy or attorney or other duly authorised representative and representing at least ten per cent of the total voting rights of all the members having the right to vote at the meeting; or

10.7. **Chairman's Declaration Conclusive**

Unless a poll is demanded in accordance with clause 10.6 the following is conclusive evidence of the result of a resolution on a show of hands without proof of the number or proportion of votes recorded in favour of the resolution:

- 10.7.1. a declaration by the Chairman that the resolution has been
 - 10.7.1.1. carried;
 - 10.7.1.2. carried unanimously;
 - 10.7.1.3. carried by a particular majority; or
 - 10.7.1.4. lost; and
- 10.7.2. an entry to that effect in the book containing the minutes of the proceedings of the Company.

10.8. **Withdrawal of Demand for Poll**

The demand for a poll may be withdrawn.

10.9. **Poll Timing**

- 10.9.1. A poll duly demanded on the election of a Chairman or on a question of adjournment is to be taken at once.
- 10.9.2. Any other poll duly demanded is to be taken in any manner and either at once or after an interval or adjournment or otherwise as the Chairman directs.

10.10. **Effect of Demand for Poll**

The demand for a poll does not prevent the continuance of a General Meeting for the transaction of any business except in respect of the matter for which the poll is demanded.

10.11. **Results of Poll**

The result of the poll is the resolution of the meeting at which the poll was demanded.

10.12. **Casting Vote**

In the case of an equality of votes whether on a show of hands or on a poll the Chairman of the meeting at which the show of hands takes place or at which the poll is demanded is entitled to a casting vote.

11. **VOTING**

11.1. **Vote in Person or by Proxy**

Subject to any rights or restrictions for the time being attached to any class or classes of membership at meetings of members or classes of members each member entitled to vote may vote in person or by proxy or by attorney.

11.2. **Number of Votes**

11.2.1. **Show of Hands**

On a show of hands every person present who is a member or a proxy, attorney or representative of a member has 1 vote.

11.2.2. **Poll**

On a poll every member present in person or by proxy or by attorney or other duly authorised representative has 1 vote for the member present and for each proxy or member that the person represents.

11.3. **Validity of Votes**

11.3.1. No objection may 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.

11.3.2. Every vote not disallowed at the meeting or adjourned meeting (as the case may be) is valid for all purposes.

11.3.3. Any objection made in due time must be referred to the Chairman of the meeting or adjourned meeting (as the case may be) whose decision is final and conclusive.

12. **REPRESENTATION AND PROXIES**

12.1. **General**

Subject to this Constitution, each member who is entitled to vote at a meeting of members may vote:

12.1.1. in person;

12.1.2. by proxy; or

12.1.3. where the member is a body corporate, by its representative.

12.2. No Required Membership

A proxy, attorney or representative may be, but need not be, a member of the Company.

12.3. All or Some Meetings

A proxy, attorney or representative may be appointed for all General Meetings, or for any number of General Meetings, or for a particular General Meeting.

12.4. Form

An instrument appointing the proxy, attorney or representative, may be in any usual form or any other form that the Board approves.

12.5. Authority

Unless otherwise provided in the instrument, an instrument appointing a proxy, attorney or representative will be taken to confer authority:

- 12.5.1. to agree to a meeting being convened by shorter notice that is required by the *Corporations Act* or by this Constitution;
- 12.5.2. to agree to a resolution being proposed and passed as a special resolution at a meeting of which less than 21 days notice has been given;
- 12.5.3. even though the instrument may refer to specific resolutions and may direct the proxy, attorney or representative how to vote on those resolutions: -
 - 12.5.3.1. to vote on any amendment moved to the proposed resolutions and on any motion that the proposed resolutions not be put or any similar motion; and
 - 12.5.3.2. to vote on any procedural motion, including any motion to elect the chairman, to vacate the chair or to adjourn the meeting;
- 12.5.4. to speak to any proposed resolution on which the proxy, attorney or representative may vote; and
- 12.5.5. to demand or join in demanding a poll on any resolution on which the proxy, attorney or representative may vote.

12.6. Voting

An instrument appointing a proxy or attorney may direct the manner in which the proxy or attorney is to vote in respect of a particular resolution and, where an instrument so provides, the proxy or attorney is not entitled to vote on the proposed resolution except as directed in the instrument.

12.7. Execution

Subject to clause 12.9, an appointment of a proxy or attorney must be in writing and:

- 12.7.1. in the case of a natural person, signed by the appointor;
- 12.7.2. in the case of a body corporate, executed under the seal of the appointor; or
- 12.7.3. signed by the duly authorised attorney of the appointor.

12.8. Deposit

Subject to clause 12.9 a proxy or attorney may not vote at a General Meeting unless the instrument appointing the proxy or attorney, and, if applicable, a copy of the Power of Attorney or other authority (if any) under which the instrument is signed, is received, whether lodged personally or by post, facsimile, electronic communication or other approved method of communication at or to the address specified in the notice of meeting, at least 48 hours before the time appointed for the meeting at which it is to be used or such other shorter time as may be approved by the Board.

12.9. Waiver

The Board may waive all or any of the requirements of clauses 12.7 and 12.8 and in particular may, upon the production of such other evidence as the Board require to prove the validity of the appointment of a proxy or attorney, accept: -

- 12.9.1. an oral appointment of a proxy or attorney;
- 12.9.2. an appointment of a proxy or attorney which is not signed or executed in the manner required by clause 12.7; and
- 12.9.3. the deposit, tabling or production of a copy (including a copy sent by facsimile) of an instrument appointing a proxy or attorney.

12.10. Attendance

The appointment of a proxy or attorney is not revoked by the appointor attending and taking part in the General Meeting but, if the appointor votes on any resolution, no person acting as proxy or attorney for the appointor is entitled to vote, and must not vote, as the proxy or attorney of the appointor on that resolution.

12.11. Valid Unless Company Informed Otherwise

- 12.11.1. Subject to clause 12.5.3 a vote given in accordance with the terms of an instrument of proxy or attorney is valid notwithstanding:
 - 12.11.1.1. the previous death or unsoundness of mind of the principal;
 - 12.11.1.2. the revocation of the instrument or of the authority under which the instrument was executed; or
 - 12.11.1.3. clause 12.11.1 applies unless written notice of a matter listed in clause 12.11.1 is received by the Company at its registered office before the

commencement of the meeting (or adjourned meeting) to which the instrument of proxy or attorney relates.

12.12. Corporate Member Representative

Any corporation which is a member may by resolution of its directors authorise any person (whether a member or not) to act as its representative at any meeting of the Company, of any class of members or of creditors or debenture holders or relating to resolutions to be passed without meetings and to exercise (whether at a meeting or not) the same powers (including the giving of any consent and the signing of any resolution appointment or other document) as the corporation could exercise if it were a natural person who is a member.

13. WRITTEN RESOLUTION

Notwithstanding any other clause if the Company is a proprietary company and all the members of the Company entitled to vote sign a document containing a statement that they are in favour of a specified resolution in terms set out in the document a resolution in those terms shall (subject to the *Corporations Act*) be taken to have been passed at a General Meeting of the Company in accordance with and subject to the *Corporations Act*.

14. DIRECTORS

14.1. Appointment and Removal of Directors

The Board will comprise 7 persons, namely -

- 14.1.1. 3 Division Directors who are to be appointed at a meeting of the 6 Division Directors held prior to the Annual General Meeting;
- 14.1.2. 2 persons appointed by the Australian Drag Racing Promoters' Association;
- 14.1.3. 2 independent persons who are appointed by the persons referred to in clauses 14.1.1 and 14.1.2 taking into account their qualifications and experience to contribute to the Company's affairs;
- 14.1.4. following the conclusion of the term of each of the each of the persons specified in clause 14.3, each of the Division Directors so appointed will be appointed for a 3 year term expiring at the conclusion of the third Annual General Meeting after the appointment of the person with the intent that there will be one appointment will be made each year;
- 14.1.5. following the conclusion of the term of each of the each of the persons specified in clause 14.3, each of the persons nominated by the Australian Drag Racing Promoters' Association will be appointed for a 2 year term expiring at the conclusion of the second Annual General Meeting after the appointment of the person with the intent that there will be one appointment each year;

- 14.1.6. each of the independent persons will be appointed by the persons referred to in clauses 14.1.1 and 14.1.2 at the first Board Meeting after the Annual General Meeting for a term expiring at the conclusion of the second Annual General Meeting after the appointment of the person with the intent that there will be one appointment each year;
- 14.1.7. any Board Member whose term has expired is eligible for re-appointment for a further term;
- 14.1.8. any Director may be removed by a majority vote of members at a general meeting convened for that purpose and those members may appoint another person as a Director in place of the person removed.

14.2. **Membership Qualification**

A Director must be a Full Member of the Company.

14.3. **First Directors**

The First Directors of the Company will be the persons named below and their terms will expire at the conclusion of the Annual General Meeting to be held in the year next to their respective names:

- 14.3.1. Rick Gauci 2014;
- 14.3.2. Terry Jongen 2013;
- 14.3.3. Christine Steffens 2012;
- 14.3.4. Kevin Prendergast 2013;
- 14.3.5. Steve Bettles 2012.

14.4. **First Independent Directors**

At the first meeting of the First Directors, they must appoint 2 further persons as directors taking into account their qualifications and experience to contribute to the Company's affairs, one of whom will be appointed for a term to expire at the conclusion of the first Annual General Meeting following appointment and the other will be appointed for as term expiring at the second Annual General Meeting following appointment.

14.5. **Voting of Division Directors for Appointment to the Board**

- 14.5.1. A meeting of all Division Directors will be held prior to each Annual General Meeting of the Company at which the Division Directors are to vote for one of their number to become a member of the Board of Directors pursuant to clause 14.1.1.
- 14.5.2. The meeting will be chaired by the Chairman of the Board of Directors, or, in the absence or unwillingness of the Chairman, the Deputy Chairman, notwithstanding that the person chairing the meeting may not be a Division Director.

- 14.5.3. Any Division Director, including the Division Director whose term is expiring, may be nominated orally by any person present.
- 14.5.4. In the event of there being only one nominee, that person will be deemed to be elected.
- 14.5.5. In the event of there being more than one nominee there will be an election by secret ballot, in which each Division Director may cast one vote.
- 14.5.6. If there are more than two nominees then there shall be a further run-off secret ballot between the two nominees with the greater number of votes.
- 14.5.7. If there are two nominees or if there is a run-off ballot then the Division Director with the greater number of votes will be declared elected and if the vote is a tie, then in the absence of one nominee withdrawing, the result will be decided by lot.

15. **CASUAL VACANCIES**

The Board may appoint any person to be a Director to fill a vacancy for the balance of the term of the person who has been replaced.

16. **ALTERNATE DIRECTORS**

16.1. **Appointment**

- 16.1.1. Each Director may in writing under that Director's hand appoint any person approved by a majority of the Board to act as an Alternate Director in the appointing Director's place.
- 16.1.2. Such appointment may be for a stated period or periods or until the happening of a specified event or from time to time whenever by absence for illness or otherwise the appointing director is unable to attend to that Director's duties as a Director.

16.2. **Other Matters**

An Alternate Director:

- 16.2.1. may be removed or suspended from office by written notice to the Company from the appointing Director;
- 16.2.2. is entitled to receive notice of meetings of the Board and to attend speak and vote at those meetings if the appointing Director is not present;
- 16.2.3. is entitled to exercise all the powers (except the power to appoint an Alternate Director) and perform all the duties of a Director insofar as the appointing Director had not exercised or performed them;
- 16.2.4. is required to be a member of the Company;

- 16.2.5. is not entitled to receive any remuneration as a Director from the Company;
- 16.2.6. vacates office if the appointing Director vacates office or dies;
- 16.2.7. is not to be taken into account in determining the number of Directors; and
- 16.2.8. is whilst acting as a Director responsible to the Company for his own acts and defaults and is not taken to be the agent of the appointing Director.

17. **DIRECTORS VACATION OF OFFICE**

A Director vacates office (ipso facto) if the Director:

17.1. **Constitution**

ceases to be a Director by virtue of this Constitution;

17.2. **Insolvency**

becomes bankrupt or makes any arrangement or composition with the Director's creditors generally;

17.3. **Corporations Act**

ceases to qualify as a Director or under the *Corporations Act* becomes prohibited from being a Director by reason of any order made under the *Corporations Act*;

17.4. **Disability**

becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under any Act relating to mental health age or infirmity;

17.5. **Resignation**

resigns the office of director by notice in writing to the Company;

17.6. **Conflict**

is directly or indirectly interested in any contract or proposed contract with the Company and fails to declare the nature and extent of this interest in the manner (if any) required by the *Corporations Act*; or

17.7. **Ceasing to be a Division Director**

if elected as a Division Director pursuant to clause 14.5, ceases to be a Division Director.

18. **INTERESTS OF DIRECTORS**

18.1. **Transactions between Company and Directors**

- 18.1.1. No Director is disqualified by the office of director from contracting or entering into any arrangement with the Company.
- 18.1.2. A contract or arrangement entered into by or on behalf of the Company in which any Director is in any way interested is not to be avoided and shall not be voidable by reason of the interest of the Director.
- 18.1.3. A Director is not liable to account to the Company for any profit realised under any contract or arrangement by reason of the Director holding such office or of the fiduciary relationship between the Director and the Company.

18.2. **Disclosure of Interest and Voting and Signing**

Subject to sub-sections 195 (2) and (3) of the *Corporations Act*, a Director who has a personal material interest in a contract, arrangement or transaction, either directly or indirectly, otherwise than as a member, which is being considered at a Board meeting must:

- 18.2.1. give the other Directors notice of the interest, including details of the nature and extent of the interest and the relation of the interest to the affairs of the Company, as soon as reasonably practicable after the Director becomes aware of his or her interest in the matter and have such disclosure recorded in the minutes of the meeting;
- 18.2.2. not be present whilst the matter is being considered at the meeting;
- 18.2.3. not vote on the matter; or
- 18.2.4. not execute any document on behalf of the Company in relation to any matter in which the interest is involved.

18.3. **Particular Transactions**

In particular the Directors or any of them may without being disqualified in respect of their or his or her office and without being liable to account to the Company for any interest commission or profit lend money to the Company at interest with or without security.

18.4. **Loans to Directors**

Subject to the *Corporations Act* the Company may make a loan to a Director.

18.5. **Offices or Places of Profit**

- 18.5.1. A Director may hold any other office or place of profit under the Company (except that of Auditor) in conjunction with the office of Director and on the terms as to remuneration or otherwise as the Board approves.
- 18.5.2. A Director may be or become a director of or hold any other office or place of profit under any company promoted by the Company or in which it may be interested in any way.

- 18.5.3. No Director is accountable for any benefits received as a director or member of or holder of any other office or place of profit under any company promoted by the Company.

19. REMUNERATION AND EXPENSES

19.1. Remuneration

The Directors are not entitled to any remuneration for their service as a director.

19.2. Travelling to Meetings

Every Director is entitled to be paid out of the funds of the Company all reasonable travelling, accommodation and other expenses incurred in attending meetings of the Company or the Board or any committee of Directors or while engaged on any business of the Company.

19.3. Other Travel

The Company must pay any Director all reasonable travelling, accommodation and other expenses incurred by the Director in going from the Director's usual residence or abroad or otherwise for any purpose of the Company.

19.4. Additional Work

The Company may pay any Director remuneration as fixed by the Board whenever the Director is, for any purpose of the Company, called upon to:

- 19.4.1. perform extra services; or
- 19.4.2. exercise any special professional requirements.

20. POWERS OF DIRECTORS

20.1. Company Managed by Board

Except as otherwise required by the *Corporations Act* or any other applicable Act or this Constitution:

- 20.1.1. the business of the Company is to be managed by the Board; and
- 20.1.2. the Board may exercise each and every right, power or capacity of the Company to the exclusion of the Company in General Meeting and the members.

20.2. Promotion Expenses

The Board may pay all expenses incurred in promoting and registering the Company.

20.3. Power to Borrow Money

The Board may exercise all the powers of the Company to:

- 20.3.1. borrow money;

- 20.3.2. mortgage or charge all or any part of its undertaking property and uncalled capital;
- 20.3.3. issue debentures and other securities whether outright or as security for any debt liability or obligation of the Company or of any third party.

20.4. Procedure for Borrowing Money

All cheques promissory notes bankers drafts bills of exchange and other negotiable instruments must be signed drawn accepted endorsed or otherwise executed as the case may be by any one Director or in any other manner as the Board may determine.

20.5. Vacancies

- 20.5.1. Subject to clause 20.5.2 the continuing Directors may act notwithstanding any vacancy in their body.
- 20.5.2. When the number of Directors is reduced below the number fixed by or pursuant to this Constitution 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 or of summoning a General Meeting of the Company but for no other purpose.
- 20.5.3. If for any reason there are no Directors then any member may summon a General Meeting.

20.6. By-Laws and Regulations

- 20.6.1. The Board may make, modify or repeal any By-Laws, Regulations or Policies relating to the conduct of the sport or activity of drag racing, the conduct of persons involved in the sport or activity or the conduct of meetings or events at which drag racing is to be conducted or held.
- 20.6.2. The By-Laws, Regulations or Policies may deal with:
 - 20.6.2.1. the licensing of drivers or other persons associated with or participating in or involved in the sport or activity;
 - 20.6.2.2. the licensing or approval of facilities at which the sport or activity is or is proposed to be conducted;
 - 20.6.2.3. disciplining of persons who are licensed, including the disqualification or suspension of licences or the imposition of fines or other penalties for breaches of the By-Laws, Regulations or Policies;
 - 20.6.2.4. the establishment and procedures for disciplinary and appellate bodies to deal with alleged breaches of the By-Laws, Regulations or Policies;
 - 20.6.2.5. any other matter considered by the Board as appropriate to the conduct of the sport or activity.

21. **ATTORNEYS**

21.1. **Appointment**

The Board may by power of attorney appoint any corporation or person or body of persons whether nominated directly or indirectly by the Board to be the attorney or attorneys of the Company.

21.2. **Terms**

Such appointment is for the purposes and with the powers authorities and discretions (not exceeding those vested in or exercisable by the Board under this Constitution) and for the period and subject to the conditions as the Board may think fit and such powers of attorney may:

- 21.2.1. contain the provisions for the protection and convenience of persons dealing with the attorney; and
- 21.2.2. authorise the attorney to delegate all or any of the powers authorities and discretions vested in the attorney.

22. **PROCEEDINGS OF DIRECTORS**

22.1. **Summoning Meetings and Notice**

- 22.1.1. A Director may at any time summon a meeting of the Board.
- 22.1.2. At the request of a Director the Secretary must summon a meeting of the Board.
- 22.1.3. Subject to this Constitution notice of a meeting of Directors must be given to each person who is at the time of giving the notice a Director or an Alternate Director.
- 22.1.4. Notice of a meeting of Directors:
 - 22.1.4.1. must specify the time and place of the meeting;
 - 22.1.4.2. need not state the nature of the business to be transacted at the meeting;
 - 22.1.4.3. must be given at least 3 business days before the proposed meeting, or such shorter period as all the Directors may from time to time agree; and
 - 22.1.4.4. may be given in person or by post, facsimile transmission, telephone or other method of written, audio, audio visual or electronic communication.
- 22.1.5. A Director or Alternate Director may waive the giving of a notice of any meeting of Directors to such Director or Alternate Director by notifying the Company to that effect.
- 22.1.6. Failure to give notice to a Director of a meeting of Directors does not invalidate any act, matter or thing done or resolution passed at the meeting if:
 - 22.1.6.1. the failure occurred by accident or error;

22.1.6.2. before or after the meeting the Director or the Director's alternate waives notice of the meeting under clause 22.1.5 or notifies the Company of the Director's agreement to the act, matter, thing or resolution in any of the ways mentioned in clause 22.1.4.4; or

22.1.6.3. the Director or the Director's alternate actually attended the meeting.

22.1.7. Clause 22.1.6 applies to the case of failure to give notice of a meeting of Directors to an Alternate Director, so far as those provisions can apply and with such changes as are necessary.

22.1.8. Attendance by a person at a meeting of Directors waives any objection that person may have in respect of a failure to give notice of the meeting and if the person is a Director, any objection of any Alternate Director appointed by that person.

22.2. **Conduct of Meetings**

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

22.3. **Audio Conference**

22.3.1. A meeting of the Board may be called or held using any technology consented to by all the Directors. The consent may be a standing one. A Director may only withdraw their consent within a reasonable period before the meeting.

22.3.2. For the avoidance of doubt, the Directors may meet in person or by contemporaneous linking together by telephone or other means (or by some meeting in person and some by telephone or other means) of a sufficient number of Directors to constitute a quorum.

22.3.3. A resolution passed at an Audio Conference meeting shall be taken to have been passed at a meeting of the Board held on the day on which and at the time at which the Audio Conference meeting was held.

22.3.4. The provisions of this Constitution relating to proceedings of the Board apply so far as they are capable of application to an Audio Conference meeting.

22.4. **Quorum**

22.4.1. The quorum necessary for the transaction of the business of the Board may be fixed by the Board and unless fixed is 4 Directors.

22.4.2. A Director who has a material interest in a matter before the Board is not to be counted in a quorum notwithstanding the interest.

22.5. Chairman

- 22.5.1. The Directors must elect a Chairman of their meetings and determine the period for which the Chairman is to hold office.
- 22.5.2. The Directors may elect a Director as Deputy Chairman to act as chairman in the absence of the Chairman.
- 22.5.3. If no Chairman is elected or if at any meeting the Chairman or Deputy Chairman is not present within 15 minutes after the time appointed for holding the meeting the Directors present must elect one of their number to be Chairman of the meeting.
- 22.5.4. The Directors may elect a Director as Deputy Chairman to act as Chairman in the absence of the Chairman.

22.6. Voting

- 22.6.1. A resolution of the Directors must be passed by a majority of the votes cast by Directors entitled to vote on the resolution.
- 22.6.2. The Chairman has a casting vote if necessary in addition to any vote they have in their capacity as a Director.

22.7. Appointment of and Delegation to Committees

22.7.1. Appointment of Committees

The Board may appoint or create such committee or committees as it thinks fit and appoint persons to be the members of such committee or committees which may comprise a sole Director, a number of Directors or persons who are Directors and persons who are not Directors or may be wholly comprised of persons who are not Directors.

22.7.2. Powers Granted

The Board will in appointing any committee set out the powers which may be exercised by the committee including powers to penalise persons for breaches of any by-laws, regulations or policies.

22.7.3. Limitation and Restriction on Powers

The Board may impose any restrictions or limitations it thinks fit on the powers of any committee appointed and may require the committee to report to it in such manner, by such time or with such frequency as the Board directs.

22.7.4. Exercise of Powers

Any committee formed must in the exercise of the powers delegated conform to any restrictions or limitations that may be imposed on the committee by the Board and powers so exercised are taken to have been exercised by the Board.

22.7.5. **Chairman of Committee**

The Board, in appointing any committee, will appoint a person to be Chairman of the committee and may remove that person or appoint such other person as Chairman as it thinks fit from time to time.

22.7.6. **Members of Committee**

The Board may appoint additional persons to or may remove from any committee or change the persons comprising the committee as it thinks fit from time to time.

22.7.7. **Chair of Committee Meetings**

The Chairman appointed by the Board will chair each committee meeting or if at any meeting the Chairman is not present within 15 minutes after the time appointed for holding the meeting the members present must elect one of their number to be Chairman of the meeting.

22.7.8. **Conduct of Committee**

A committee may meet and adjourn as it thinks proper.

22.7.9. **Quorum**

The quorum, in the absence of being fixed by the Board when creating the committee will comprise at least half of the members of the committee.

22.7.10. **Voting**

Questions arising at any committee meeting are to be determined by a majority of votes of the members present and voting and in the case of an equality of votes the Chairman of the committee has a casting vote in addition to any vote they have in their capacity as a member of the committee.

22.7.11. **Disbanding Committee**

The Board may disband any committee which it has created.

22.8. **Invalid Appointment or Disqualification**

When a person acting as Director was not properly appointed or was disqualified from appointment then any act done, before this was discovered by a meeting of the Board or a committee of Directors, is as valid as if the person was properly appointed or was not disqualified.

22.9. **Written Resolutions**

22.9.1. The Directors of a company may pass a resolution without a Board meeting if all the Directors entitled to vote on the resolution sign a document containing a statement that they are in favour of the resolution set out in the document.

- 22.9.2. Separate copies of a document may be used for signing by Directors if the wording of the resolution and statement is identical in each copy.
- 22.9.3. A facsimile or electronic message containing the text of the resolution expressed to have been assented to by a Board member that is sent to the Company is deemed to be a document signed by that Board member at the time of its receipt by the Company.
- 22.9.4. The resolution is passed when the last director signs.

22.10. Minutes

- 22.10.1. The Board must cause minutes to be made of:
 - 22.10.1.1. all appointments of officers;
 - 22.10.1.2. the names of the Directors present at all meetings of the Company or of the Board or of committees of Directors; and
 - 22.10.1.3. all proceedings at all meetings of the Company or of the Board or of committees of Directors.
- 22.10.2. Such minutes must be signed by the Chairman of the meeting at which the proceedings were held or by the Chairman of the next meeting.

23. CHIEF EXECUTIVE OFFICER

23.1. Appointment and Removal

- 23.1.1. The Board may by writing appoint a person to the office of Chief Executive Officer for the period and on the terms as the Board thinks fit.
- 23.1.2. Subject to the terms of any agreement entered into in any particular case the Board may revoke or vary the appointment of the Chief Executive Officer.
- 23.1.3. The Chief Executive Officer must not be appointed for life and is subject to the control of the Board.

23.2. Remuneration

Subject to the terms of any agreement entered into in any particular case the Chief Executive Officer is to receive such remuneration as the Board may determine.

23.3. Powers

- 23.3.1. The Board may entrust to and confer upon the Chief Executive Officer any of the powers exercisable by the Board upon such terms and conditions and with such restrictions as the Board may think fit, either collaterally with or to the exclusion of the Board's own powers.

- 23.3.2. The Board may revoke withdraw alter or vary all or any of those powers.

24. **SECRETARY**

24.1. **Appointment**

The Board must appoint a natural person who is at least 18 years of age and who ordinarily resides in Australia and who has consented in writing to the appointment as Secretary of the Company for the term at the remuneration and upon the conditions as the Board may from time to time think fit.

24.2. **Removal**

The Board may, subject to the terms of the Secretary's employment contract, suspend, remove or dismiss the Secretary.

24.3. **Attendance**

The Secretary is entitled to attend and be heard on any matters at all Board and General Meetings.

24.4. **Chief Executive Officer as Secretary**

If the Chief Executive Officer is appointed as Secretary, the Chief Executive Officer will not be entitled to any remuneration in addition to his or her remuneration as Chief Executive Officer.

25. **SEALS**

25.1. **Common Seal**

The Company may adopt a common seal.

25.2. **Use of Seals**

If the Company has a Seal:

- 25.2.1. the Directors must provide for the safe custody of the Seal;
- 25.2.2. the Seal must not be used without the authority of the Directors;
- 25.2.3. every document to which the Seal is affixed must be signed by a Director and be countersigned by another Director, the Secretary or another person appointed by the Directors to countersign the document.

25.3. **Duplicate Seal**

If the Company has a Seal, the Company may have one or more duplicate Seals of the Seal each of which:

- 25.3.1. must be a facsimile of the Seal with the addition on its face of the words 'Duplicate Seal';
- 25.3.2. must not be used except with the authority of the Directors.

26. ACCOUNTS

26.1. Accounts to be Kept

The Board must cause proper accounting and other records of the Company to be kept.

26.2. Distribution

The Board must distribute copies of accounts as required by the *Corporations Act*.

26.3. Financial Year

Until otherwise determined by the Company in General Meeting the financial year of the Company ends on 30 June in each year.

27. AUDIT

The Company must observe the *Corporations Act* in relation to the appointment of an Auditor.

28. INSPECTION

28.1. Board Discretion

The Board may 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 will be open to the inspection of members not being Directors.

28.2. Members' Rights

No member (not being a Director) has any right to inspect any account or book or paper of the Company except as authorised by the Board or by the Company in General Meeting or as required by the *Corporations Act* or otherwise by statute.

29. NOTICES

29.1. Address

A notice or other written communication may be given by the Company to a member:

29.1.1. personally;

29.1.2. by sending it by post to the member at the address of the member appearing in the Register;

29.1.3. by sending it by the facsimile or electronic communication to the number or address nominated by the member appearing in the Register.

29.2. Effective Service

29.2.1. Where a notice is sent by post, service of the notice is taken to be effected by properly addressing prepaying and posting a

letter containing the notice, 2 business days after it was posted.

- 29.2.2. Where a notice is sent by facsimile or electronic communication or other approved form of communication service is taken to be effected by properly addressing the communication and transmitting it by a method normal for that communication, 2 business days after its despatch.

29.3. **Entitlement**

Only the following persons are entitled to receive notice of General Meetings:

- 29.3.1. members entitled to vote who have a registered postal address within Australia;
- 29.3.2. members entitled to vote who have supplied to the Company a number or electronic address for the purpose of giving notices to them; and
- 29.3.3. the Auditor of the Company.

29.4. **Counting of Days**

Where a specified period (including, without limitation, a particular number of days) is required to elapse or expire from or after the giving of a notice before an action may be taken neither the day on which the notice is given nor the day on which the action is to be taken may be counted in reckoning the period.

29.5. **Certificate of Director or Secretary**

If a Director or Secretary signs a certificate that a notice was given in the manner set out in the certificate, that certificate is conclusive evidence of the accuracy of the matters set out in it.

30. **AMENDMENT OF CONSTITUTION**

The Company may modify or repeal this Constitution or a provision of this Constitution or adopt a new Constitution by special resolution.

31. **WINDING UP**

31.1. **Winding Up**

If the Company is wound up:

- 31.1.1. each member; and
- 31.1.2. each person who has ceased to be a member in the preceding year,

undertakes to contribute to the property of the Company for the:

- 31.1.3. payment of debts and liabilities of the Company (in relation to clause 31.1.2, contracted before the person ceased to be a

member) and payment of costs, charges and expenses of winding up; and

- 31.1.4. adjustment of the rights of such members and former members amongst themselves,

such amount as may be required, not exceeding \$10.00.

31.2. **Distribution of Surplus Assets**

If any surplus assets remain following the winding up of the Company, the surplus assets will not be paid to or distributed amongst members, but will be given or transferred to another body corporate which, by its constitution, is:

- 31.2.1. required to pursue objects similar to the objects of the Company;
- 31.2.2. required to apply its profits (if any) or other income in promoting its objects; and
- 31.2.3. prohibited from making any distribution to its members or paying fees to its directors,

such body corporate to be determined by the members by ordinary resolution at or before the winding up and in default, by application to the Supreme Court of South Australia for determination.

32. **OFFICERS INDEMNITY AND INSURANCE**

32.1. **Indemnity**

- 32.1.1. To the extent permitted by law and subject to the restrictions in Section 199A of the *Corporations Act* the Company indemnifies every person who is or has been an officer of the Company against any liability (other than for legal costs) incurred by that person as such an officer of the Company (including liabilities incurred by the officer as an officer of a subsidiary of the Company where the Company requested the officer to accept that appointment).

32.2. **Indemnity Other than Legal Costs**

- 32.2.1. To the extent permitted by law and subject to the restrictions in Section 199A of the *Corporations Act*, the Company indemnifies every person who is or has been an officer of the Company against reasonable legal costs incurred in defending an action for a liability incurred by that person as such an officer of the Company (including such legal costs incurred by the officer as an officer of a subsidiary of the Company where the Company requested the officer to accept that appointment).

32.3. **GST on Indemnity**

- 32.3.1. The amount of any indemnity payable under clauses 32.1 or 32.2 will include an additional amount (GST Amount) equal to any GST payable by the officer being indemnified (Indemnified Officer) in connection with the indemnity (less the amount of

input tax credit claimable by the Indemnified Officer in connection with the indemnity). Payment of any indemnity which includes a GST Amount is conditional upon the Indemnified Officer providing the Company with a GST tax invoice for the GST Amount.

32.4. **Withdrawal of Indemnity**

32.4.1. Unless the Board then can and does resolve otherwise, clauses 32.1 and 32.2 shall cease to operate in favour of any Officer or former Officer upon his failing or refusing to co-operate with the Company to facilitate the Company's supervision and direction of the defence or any compromise of any proceeding to which clauses 32.1 and 32.2 would otherwise apply.

32.5. **Officers Liability Insurance**

The Company may pay a premium for a contract insuring any person who is or who has been an Officer against any liability:

32.5.1. incurred by that person as such an Officer which does not arise out of conduct involving a wilful breach of duty in relation to the Company or a contravention of Sections 182 or 183 of the Act; or

32.5.2. for costs and expenses incurred by that person in defending proceedings relating to that person's position with the Company, whether civil or criminal, and whatever their outcome.

32.6. **Definition**

For the purposes of this clause 32, "officer" includes:

32.6.1. a Director; or

32.6.2. a Secretary.

33. **Provision for Divisions**

33.1. **Creation of Divisions**

Within the Company there shall be the following Divisions comprising the following geographical areas:

33.1.1. New South Wales Division (NSW Division)

The State of New South Wales and Australian Capital Territory excluding north of 30 degrees South Latitude and area 8 kilometres north along the length of the Murray River border.

33.1.2. Northern Australia (NA Division)

The State of Queensland north of 24 degrees South Latitude including the Darwin area.

33.1.3. South Australia (SA Division)

The State of South Australia, Northern Territory (excluding the Darwin area), the area of New South Wales around Broken Hill and the area known as Sunraysia in the vicinity of Mildura Victoria.

33.1.4. South Queensland (SQ Division)

The State of Queensland south of 24 degrees South Latitude (including the Gladstone area) and that part of New South Wales north of 30 degrees South Latitude.

33.1.5. Victoria/Tasmania (VT Division)

The States of Victoria and Tasmania and the area 8 kilometres north along the length of the Murray River border excluding the area known as Sunraysia in the vicinity of Mildura.

33.1.6. Western Australia (WA Division)

The State of Western Australia.

33.2. Membership to be Allocated to a Division

33.2.1. Each member is to be assigned to a Division, which assignment must be noted on the member's details on the Register of Members, according to the current residential address of the member appearing in the Register of Members.

33.2.2. If any member changes his or her residential address to an address within the geographic area of another Division, the member will be re-assigned to the other Division.

33.3. Application of Provisions of Constitution to Divisions

33.3.1. The provisions of the Constitution relating to the convening of, conduct and voting at meetings of members of the Company, shall apply mutatis mutandis to any meeting of members of the Division, except insofar as those provisions are varied or inconsistent with provisions in this Schedule relating to Divisions.

33.4. Divisional Councils

33.4.1. Each Division having at least 150 members of the Company entitled to vote will have a Divisional Council which will exercise the functions set out below.

33.4.2. If any Division does not have at least 150 members of the Company entitled to vote or if the number of members entitled to vote falls below 150, then until the number of members entitled to vote in that Division is at least 150, those functions in relation to that Division will be exercised by the Board.

33.4.3. Upon a Division attaining or re-attaining 150 members entitled to vote, the Board will conduct an election from the members for the purpose of creating a Divisional Council.

- 33.4.4. The election will be conducted in accordance with such procedure as the Board determines.

33.5. Functions, Powers and Obligations of Divisional Council

- 33.5.1. Each Divisional Council shall have the following functions and powers in relation to the conduct of drag racing within its Division:
 - 33.5.1.1. to supervise and administer the sport of drag racing within the area of the Division and the conduct of events held within the Division in accordance with the Constitution and any by-laws and regulations made pursuant to the Constitution and in accordance with any other directives of the Board;
 - 33.5.1.2. to ensure that any directive of the Board in relation to the conduct of the sport of drag racing or the affairs of persons associated with the sport is implemented;
 - 33.5.1.3. to consider and suggest to the Board any matters pertaining to changes to the rules of the sport of drag racing or the conduct of the events of the sport;
 - 33.5.1.4. to appoint and remove Stewards, Provisional Stewards and Officials for events conducted within the Division;
 - 33.5.1.5. to create Tribunals including if necessary appeal tribunals to determine claims and appeals in connection with matters in connection with or arising under the rules of the sport of drag racing conducted within the Division and to empower those Tribunals to impose penalties in accordance with the rules;
 - 33.5.1.6. to arbitrate disputes or appoint a person or tribunal to arbitrate disputes between clubs within the Division;
 - 33.5.1.7. to promote the sport of drag racing and events conducted within the Division.
- 33.5.2. The Divisional Council must:
 - 33.5.2.1. remit to the Company all money received for the Company;
 - 33.5.2.2. not incur any liability for any contractual amount exceeding the limit of liability specified by the Board from time to time;
 - 33.5.2.3. operate within the budget parameters set by the Board;

- 33.5.2.4. operate in the name of the Company an account with an Australian Deposit Institution as directed by the Board for the purpose of having operating funds for the Divisional Council and appoint persons with authority to operate the account which must provide for transactions to be authorised by at least 2 appointed persons;
- 33.5.2.5. within 14 days of any meeting provide a copy of the minutes of the meeting to the Chief Executive Officer.

33.6. Composition and Election/Appointment of Divisional Council

- 33.6.1. The Divisional Council will comprise:
 - 33.6.1.1. Division Director;
 - 33.6.1.2. Division Secretary/Treasurer;
 - 33.6.1.3. 9 Delegates one of whom will be elected as Alternate Division Director;
 - 33.6.1.4. 1 representative from each approved track venue within the Division.
- 33.6.2. Election or Appointment of members of Divisional Council
 - 33.6.2.1. The Division Director will be elected for a term of 2 years expiring at midnight 31 May in each alternate year.
 - 33.6.2.2. The Division Secretary/Treasurer will be appointed by the Division Director in June each year for a term expiring at midnight 31 May in the year following his or her appointment.
 - 33.6.2.3. The 9 Delegates will be selected each for a term of 2 years expiring at midnight 31 May in the second calendar year after his or her election.
 - 33.6.2.4. The Alternate Division Director will be one of the 9 Delegates who will be elected at the first Divisional Council meeting after 31 May in the year in which an election is necessary for a term expiring on 31 May in the second calendar year following election unless the term of the person elected expires on 31 May in the year following election in which case the term shall expire upon the expiration of the term of the person as a delegate.
 - 33.6.2.5. The operator of each approved track venue within the Division may appoint a representative of the operator to the Divisional Council for such period as is determined by the venue operator and may remove and replace the representative from time to time.

- 33.6.3. Method of Conduct of Elections of Division Director and Delegates
- 33.6.3.1. The Chief Executive Officer or a person appointed in writing by the Chief Executive Officer for each election will be the Returning Officer for each divisional election and will be responsible for the conduct of the election.
- 33.6.3.2. In February each year the Returning Officer will by communication to members, which may include electronic communication or by notice in any regular publication or on the website, invite nominations for elections from Full Members for positions on Divisional Councils where elections are to be held.
- 33.6.3.3. Any person wishing to nominate for any elected position must lodge a nomination in writing on the form provided by the Chief Executive Officer which must be seconded by a current full member assigned to the Division by no later than 12 noon on 31 March in the relevant year (or if that date shall fall on a weekend or public holiday) 12 noon on the last business day preceding 31 March.
- 33.6.3.4. Any retiring Division Director or Delegate shall be entitled to re-nominate for that position or another position in the Divisional Council.
- 33.6.3.5. Each nominee may provide with his or her nomination form information of no more than 50 words concerning himself or herself and a photograph for circulation with a Ballot Paper.
- 33.6.3.6. If at the close of nominations, the number of nominees for any position does not exceed the number of vacancies for that position, the Returning Officer shall declare the nominee or nominees elected to take office on 1 June following and no ballot will be held.
- 33.6.3.7. A person may nominate for the positions of Division Director and delegate and if declared elected to the position of Division Director will no longer be a nominee for the position of delegate.
- 33.6.3.8. The Returning Officer will during the first week of April forward to each full member of the relevant Division:
- (a) a Ballot Paper listing the nominees for each position in alphabetical order;
 - (b) a copy of the information and photograph provided by each nominee;

- (c) a letter of instructions on how to complete and return the Ballot Paper and a free post return envelope.
- 33.6.3.9. The Returning Officer will nominate a closing date and time for the ballot being approximately 14 days after posting out.
- 33.6.3.10. Each full member will be entitled to one ballot paper and is entitled to vote for as many positions as are vacant.
- 33.6.3.11. The Returning Officer may appoint persons not involved in the election as scrutineers to assist the count.
- 33.6.3.12. If the Ballot Paper is not completed in accordance with the letter of instruction or is not returned by the nominated closing date, it will be rejected and no votes on it will be counted.
- 33.6.3.13. The vote for Division Director will be counted first and if the successful nominee is also a nominee for the election as a delegate, then he or she will be excluded from that election and any votes cast for him or her will not be taken into account.
- 33.6.3.14. Upon counting its votes for each nominee, the nominees with the highest number of votes up to the number of vacancies will be declared elected.
- 33.6.3.15. In the event of a tie involving more than one nominee for the final vacancy or vacancies, the successful nominee or nominees will be determined by lot conducted by the Returning Officer.
- 33.6.3.16. The Returning Officer will declare the result of the election as soon as reasonably practicable and will publish the result to the Board and to the members in such manner as the Returning Officer determines including by newsletter or website publication.

33.7. Divisional Council Meetings

- 33.7.1. Subject to the matters set out in this clause, the provisions of the Constitution applying to meetings of the Board will apply mutatis mutandis to meetings of the Divisional Council.
- 33.7.2. The Division Director and in the absence of the Division Director, then the Alternate Division Director, will be the Chairman of the meetings of the Divisional Council.
- 33.7.3. The Division Secretary/Treasurer will fulfil duties for the Division comparable to the duties of the Secretary for the Company.
- 33.7.4. The Division Director, the Division Secretary if otherwise a delegate and each delegate, including the Alternate Division

Director, shall have a vote and in the event of an equality of votes the Chairman shall have a casting vote on any resolution.

33.7.5. The track representatives may participate at the Divisional Council meetings but will not be entitled to vote.

33.7.6. A quorum for meetings of the Divisional Council shall be 6 voting members.

33.7.7. Each Divisional Council shall meet monthly.

33.8. **Other Matters**

33.8.1. The provisions of the Constitution relating to the casual vacancies on the Board will apply mutatis mutandis to the Divisional Council save and except that any casual vacancy will be filled by the unsuccessful nominees for the position at the last election in order of votes received.

33.8.2. There shall be no provision for additional or alternate members on the Divisional Council.

33.8.3. The provision of the Constitution apply to directors Vacation of Office, Interests of Directors and Remuneration of Directors will apply mutatis mutandis to the Divisional Council save and except that a member of the Divisional Council may be removed by a vote of no confidence by the Board.

33.8.4. The Company may take out and maintain insurance to indemnify members of the Divisional Council as if each was an officer of the Company.

34. **Transitional Provisions**

34.1. **Continuation of Membership**

Any person who was at the date of the transfer of the undertaking of Australian National Drag Racing Association Inc ("the Association") to the Company pursuant to an order made under Section 42 of the *Associations Incorporation Act 1985* shall be deemed, without being required to make an application or be accepted by the Board, to be a member of the Company for the balance of the period of membership of the Association of that person and shall be deemed to be in the same category in which the person was a member in the Association.

34.2. **Continuation of By-Laws etc**

All by-laws, regulations or policies, by whatever name known, adopted by the Association shall be deemed to have been made as by-laws by the Board of the Company and shall continue in force upon the transfer of the undertaking from the Association.

34.3. **Continuation of Committees**

All committees, other than committees of the National Control Council of the Association shall continue in operation with the same personnel appointed to and powers granted to the committee by the Association until otherwise determined by the Board.

34.4. **Continuation of Operation of Penalties**

Any penalties imposed on any person pursuant to any by-law, regulation or policy of the Association shall continue in effect upon the transfer of the undertaking of the Association.

We the several persons whose names addresses and occupations are subscribed hereto are desirous of being formed into a Company in pursuance of this Constitution and we agree to this Constitution as the constitution of the Company.

DATED the _____ day of _____ 2013

SUBSCRIBERS

Name: Rick Gauci
Address: XXXXXXXXXXXXXXXX
Signature:

Name: Terry Jongen
Address: XXXXXXXXXXXXXXXX
Signature:

Name: Christine Steffens
Address: XXXXXXXXXXXXXXXX
Signature:

Name: Kevin Prendergast
Address: XXXXXXXXXXXXXXXX
Signature:

Name: Steve Bettes
Address: XXXXXXXXXXXXXXXX
Signature: