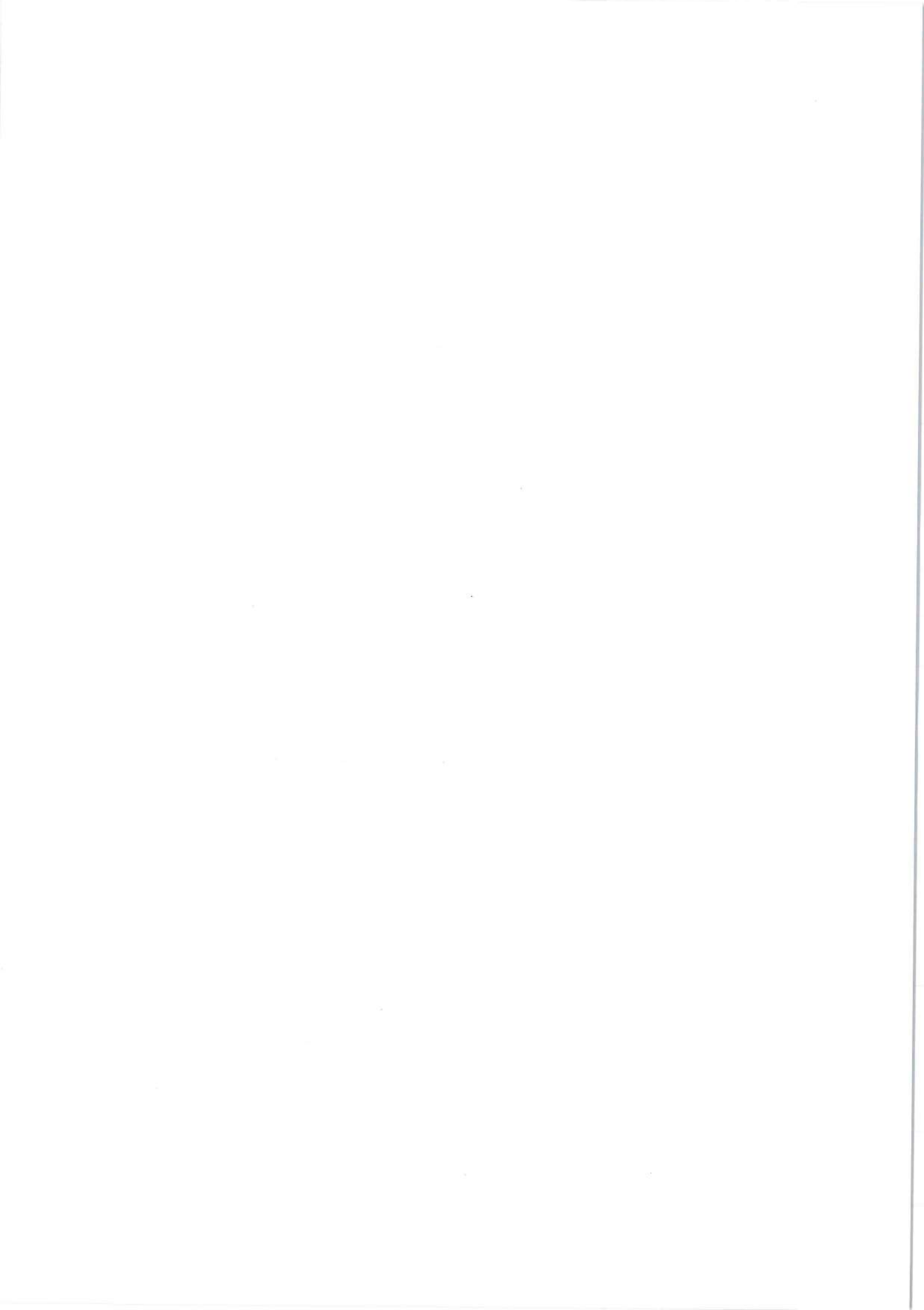




The Companies Act, 2001
A Company Limited by Guarantee

MEMORANDUM
And
ARTICLES OF ASSOCIATION
Of
EVERY HOME GLOBAL CONCERN LIMITED

Every Home Global Concern Ltd
ABN 88001276240
PO Box 168 PENSHURST NSW 2222
Phone: 02-95708211



MEMORANDUM OF ASSOCIATION

OF

EVERY HOME GLOBAL CONCERN LIMITED

1. The name of the Company (hereinafter called the "Company") is "Every Home Global Concern Limited".
2. If at any time any provision of this memorandum becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that does not affect or impair the legality, validity or enforceability in that jurisdiction of any other provision of this memorandum; or the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this memorandum.
3. The objects for which the Company is established are to do anywhere within the State of New South Wales or within the Commonwealth of Australia or elsewhere and either as principal trustee agent or otherwise and either alone or in conjunction with any person or other association federation or organisation whether incorporated or not and either by or through servants agents trustees or otherwise any of the following acts or things namely:
 - a) To publish and disseminate literature of such nature as to further the purposes of the Company.
 - b) To solicit and enlist financial aid and assistance by radio, television and other means for the accomplishment of the purposes of the Company.
 - c) To have an Overseas Aid Fund with the objects of the Fund to raise financial aid and develop projects through the Overseas Aid Fund Appeals for the exclusive purpose of providing relief to persons in certified developing countries, providing food, shelter, clothing, medical treatment, literacy development, schools or whatever physical aid is required to meet those needs from time to time and to provide assistance and training to developing countries in obtaining the skills necessary for sustainable development of themselves and their environment. By this and emergency relief in times of crisis and disaster, we hope to alleviate poverty.
 - d) To distribute aid through the Overseas Aid Fund to people irrespective of caste, creed, class, religion or gender.
 - e) To have the income and the property of the Overseas Aid Fund applied solely toward the promotion of the objects of the Overseas

Aid Fund as set out in this Memorandum and no portion thereof shall be paid or transferred directly or indirectly by way of profit to the members of the organisation provided that nothing herein shall prevent the payment in good faith of remuneration to any members for services rendered.

- f) To have the Overseas Aid Fund separate from other funds and Bank Accounts. Bank Accounts shall be opened in the name of the Overseas Aid Fund and all donations, gifts and other monies received for the Overseas Aid Fund shall be paid into these Bank Accounts for the credit thereto.
- g) To have receipts issued to clearly display the name of the Overseas Aid Fund.
- h) To have the public invited to contribute to the Overseas Aid Fund.
- i) To advise the Australian Taxation Office of any change of the Fund's Rules and objectives.
- j) To have on dissolution of the Overseas Aid Fund, any surplus in the fund transferred to another Overseas Aid Fund that meets the requirements of item 9.1.1. of table 9 in subsection 78(4) of the Income Tax Assessment Act, 1936
- k) To have in the event of dissolution of the organisation that the amount which remains after such dissolution and the satisfaction of all debts and liabilities shall be transferred to an organisation which has similar objects and which is approved by the Commissioner of Taxation as a public benevolent institution for the purposes of any Commonwealth Taxation Act.
- l) To purchase take on lease or exchange hire or otherwise acquire any real and personal estate which may be deemed necessary or convenient for the purposes of the Company.
- m) To construct maintain and alter any houses buildings or works necessary or convenient for the purposes of the Company.
- n) To take any gift of property whether subject to any special trust or not for anyone or more of the objects of the Company.
- o) To take such steps by personal or written appeals public meetings or otherwise as may from time to time be deemed expedient for the purpose of procuring contributions to the funds of the Company in the shape of donations annual subscriptions or otherwise.
- p) To print and publish any newspapers periodicals books or leaflets that the Company may think desirable for the promotion of its objects.
- q) To sell manage lease mortgage dispose of or otherwise deal with all or any part of the property of the Company.

- r) To borrow or raise money in such manner as the Company may think fit and in particular by mortgages or debentures or other securities of the Company with power if need be to charge such mortgages debentures or other securities upon all or any part of the property of the Company both present and future and to pay interest upon any borrowed money at such rates and from such date or dates as the Directors of the Company may think proper or reasonable.
- s) Either alone or with any other corporation or person to guarantee or become liable for the payment of money with or without interest thereon (including money payable or to become payable under a fluctuating overdraft) or for the performance of any obligations by any corporation or person whatsoever or whomsoever and for the purpose of securing the payment of any moneys (including any such moneys as aforesaid) or the performance of any obligations for which this Company has become or may become liable under or by virtue of any guarantee or other contract now or 'hereafter entered into by the Company to mortgage or charge the whole or any part of the assets of the Company present and future.
- t) To invest any moneys of the Company not immediately required for any of its objects in such manner as may from time to time be determined.
- u) To undertake and execute any trusts or any agency business which may seem directly or indirectly conducive to any of the objects of the Company.
- v) To subscribe to any local or other charities and to grant donations for any public purpose and to provide a superannuation fund for the servants of the Company or otherwise to assist any such servants their widows and children.
- w) To establish and support and to aid in the establishment and support of any other companies and associations formed for all or any of the objects of this Company.
- x) To amalgamate with any companies, institutions, societies or associations having objects altogether or in part similar to those of this Company.
- y) To purchase or otherwise acquire and undertake all or any part of the property assets liabilities and engagements of anyone or more of the companies institutions societies or associations with which this Company is authorised to amalgamate.
- z) To transfer all or any part of the property assets liabilities and engagements of this Company to anyone or more of the companies institutions societies or associations with which this Company is authorised to amalgamate.

- aa) To make and adopt rules and by-laws for the management control and regulation of the affairs of the Company and of the members and employees thereof and to alter or rescind such rules or by-laws or any of them.
- bb) To do all such other lawful things as are incidental or conducive to the attainment of the above objects.
- cc) To carry on any wholesale or retail business or any business relating to primary production manufacturing transport distribution exchange contracting finance trade or commerce or any other business whatsoever that may seem to the Director capable of being carried on in connection with the above or calculated directly or indirectly to enhance the value of or render profitable any of the Company's property or rights.
- dd) To buy acquire manufacture refine manipulate import export and deal both wholesale and retail in all commodities articles and things of all kind whatsoever capable of being used in or for the purposes of or in conjunction with any business carried on by the Company or incidental thereto or required by any customer or person having dealings with the Company.
- ee) To subscribe for purchase take or otherwise acquire and hold shares debentures stocks bonds obligations units notes options and other securities of any company or private undertaking or in any syndicate of persons notwithstanding there may be a liability thereon and to sell dispose of and deal with the same.
- ff) To carry on any business relating to the purchase or sale of goods wares or merchandise of any description as agents trustees business representatives or attorneys and whether under power or otherwise and whether such power be of any nature whatsoever and whether limited as to objects duration or not otherwise for any other person or persons partnership firm company or corporation local foreign or overseas whatsoever.
- gg) To amalgamate or enter into partnership or into any arrangements for sharing profits, union of interests, co-operation, joint adventure, reciprocal concession, or otherwise, with any person or company carrying on or engaged in, or about to carry on or engage in any business or transaction which this Company is authorised to carry on or engage in, or any business or transaction capable of being conducted so as directly or indirectly to benefit this Company.
- hh) To take or hold mortgages, liens, and charges to secure payment of the purchase price, or any unpaid balance of the purchase price, of any part of the Company's property of whatsoever kind sold by the Company, or any money due to the Company from purchasers and others.
- ii) To lend money or give credit to any person or company and on such terms as may seem expedient and in particular but without

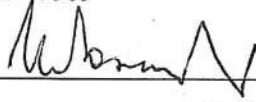
limiting the generality hereof to directors customers and others having dealings with the Company and to guarantee the performance of contracts by any such persons or companies.

jj) To draw make accept endorse discount execute and issue promissory notes bills or exchange bills of lading warrants debentures and other negotiable or transferable instruments.

4. The income and property of the Company whenever 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 nothing herein shall prevent the payment in good faith of remuneration to any Officer or servant of the Company or to any member of the Company in return for any services actually rendered to the Company nor prevent the payment of interest at a rate not exceeding the rate for the time being charged by bankers in Sydney for overdrawn accounts on money lent or reasonable and proper rent for premises demised or let by any member of the Company.
5. The liability of the members is limited.
6. Every member of the Company undertakes to contribute to the assets of the Company in the event of the same being wound up while he is a member or within one year afterwards for payment of the debts and liabilities of the Company contracted before he ceases to be a member and the costs charges and expenses of winding up and for the adjustment of the rights of the contributors amongst themselves such amount as may be required not exceeding twenty dollars (\$20.00).
7. If upon the winding up or dissolution of the Company there remains after satisfaction of all its debts and liabilities any property whatsoever the same shall not be paid to or distributed amongst the members of the Company but shall be given or transferred to some other institution or institutions in any State of Australia or in any other part of the world having objects similar to the objects of the Company to be determined by the members of the Company at or before the time of dissolution and in default thereof by the Chief Judge in Equity of the Supreme Court of New South Wales or such other Judge of that Court as may have or acquire jurisdiction in the matter and if so far as effect cannot be given to the aforesaid provision then to some charitable object.
8. The full names, addresses and occupations of the subscribers hereto are:-

Mr Robert J McConaghy – Managing Director , McConaghy Group Pty Ltd
38 Wybelena Street
BROOKFIELD QLD 4069

Signature _____



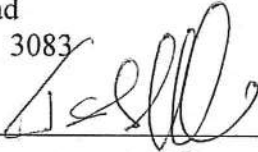
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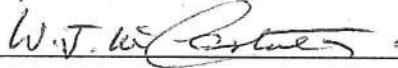
William John McCartney, Justice of Peace 135614, 29th February 2008

Pastor John Spinella – Pastor, Northside Christian Centre
31-61 McLeans Road
BUNDOORA VIC 3083

Signature _____



Witness _____



William John McCartney, Justice of Peace 135614, 29th February 2008

Eric Leach – Executive Director, Every Home for Christ
8 Emerson Place
MENAI NSW 2234

Signature _____



Witness _____



William John McCartney, Justice of Peace 135614, 29th February 2008

Pastor Robyn Peebles – Pastor, Church of Good Shepherd
3/164 Culloden Road
MARSFIELD NSW 2122

Signature _____

Witness _____

William John McCartney, Justice of Peace 135614, 29th February 2008

Mr Michael W Rainer - Retired
20/131-139 Karimbla Road
MIRANDA NSW 2228

Signature Michael W. Rainer

Witness W.J. McCartney

William John McCartney, Justice of Peace 135614, 29th February 2008

Rev Alex Thomas – Minister, Panania Uniting Church
17 Fletcher Street
REVESBY NSW 2212

Signature Alexander Thomas

Witness W.J. McCartney

William John McCartney, Justice of Peace 135614, 29th February 2008

Mr Davidson James – Solicitor, Davidson James & Associates
212a Pennant Hills Road
OATLANDS NSW 2117

Signature [Signature]

Witness W.J. McCartney

William John McCartney, Justice of Peace 135614, 29th February 2008

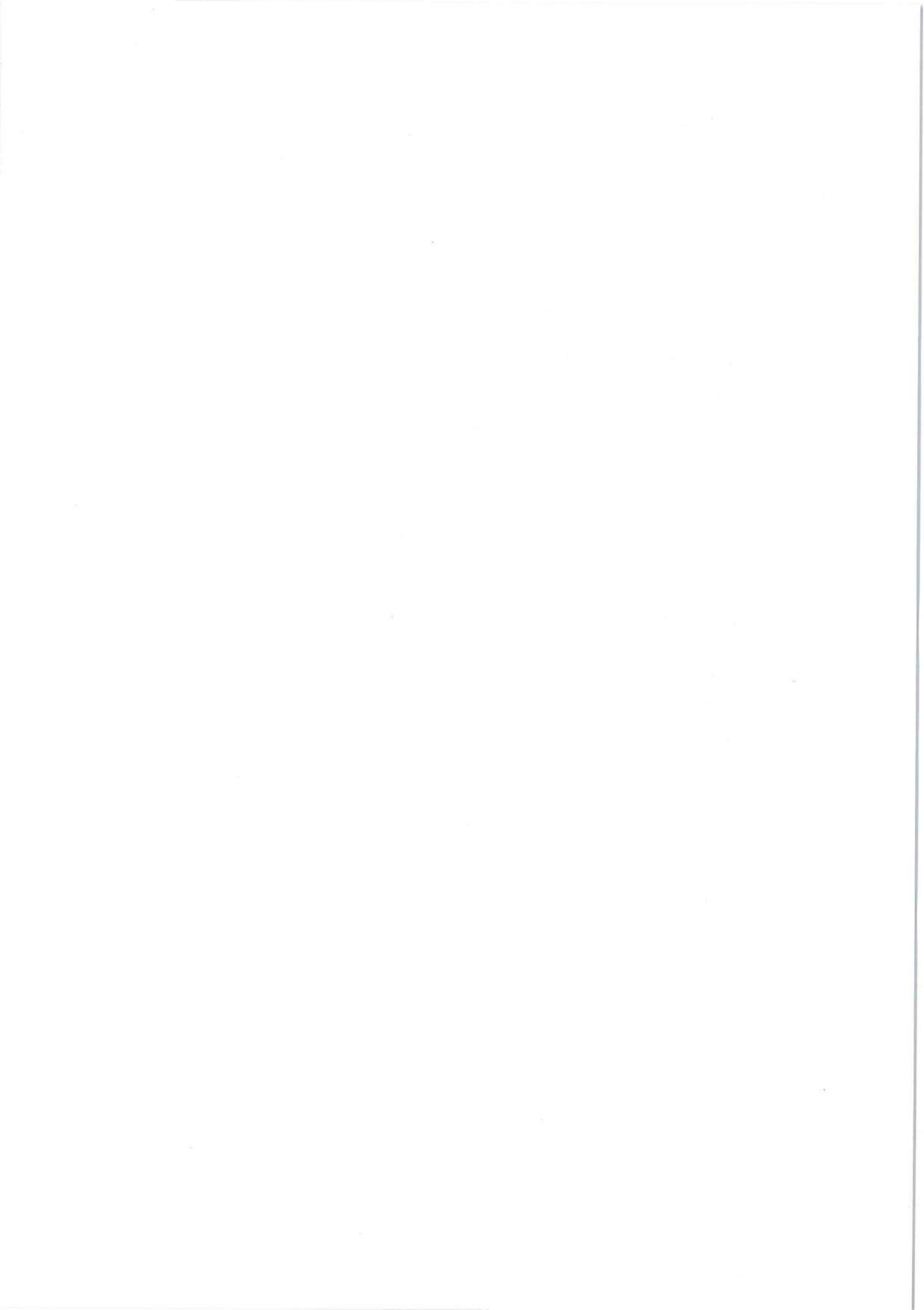
Mr Steven Skorobogaty – Managing Director, Business Mentoring Company
4 Selwood Court
WATSONIA NORTH VIC 3087

Signature _____

Witness _____

William John McCartney, Justice of Peace 135614, 29th February 2008

Dated this 29th day of February 2008.



ARTICLES OF ASSOCIATION
OF
EVERY HOME GLOBAL CONCERN LIMITED

PRELIMINARY

1. In these Articles unless there is something in these Articles or the subject or context inconsistent therewith:

- a) "The Act" means the Corporations Act 2001 (C'th).
- b) When any provision of the Act is referred to the reference is to such provision as modified by any statute for the time being in force.
- c) Unless the context otherwise requires expressions defined in the Act or any statutory modification thereof in force at the date at which these regulations become binding on the Company shall have the meaning so defined.
- d) "The Company" or "this Company" shall mean EVERY HOME GLOBAL CONCERN LIMITED.
- e) "Directors" shall mean the Directors for the time being of the Company or such number of them as have authority to act for the Company.
- f) "Letter" shall include circular or post card.
- g) "Month" shall mean calendar month.
- h) "Persons" shall include partnerships associations and corporations as well as individuals.
- i) "Secretary" or "Manager" shall include the acting secretary or acting manager for the time being of the Company.
- j) "Writing" and "written" shall include printing, lithography, typewriting and other modes of representing or reproducing words in visible form.
- k) Words importing the singular number only shall include the plural number and vice versa.
- l) Words importing the masculine gender only shall include the feminine and neuter genders and words importing the feminine gender only shall include the masculine and neuter genders.

MEMBERSHIP

2. The number of members with which the Company proposes to be registered is fifty (50) but the Directors may from time to time register an increase of members whenever it thinks fit.
3. The first members of the Company shall be the several persons who have subscribed to the Memorandum of Association.
4. Every person shall be a member of the Company who shall be elected as a member by the Directors and shall have accepted such election in writing.
5. The Directors shall have the power to elect as a member of the Company any person who shall signify in writing his consent to become a member and to subscribe to the Memorandum and Articles of Association and the rules of the Company. Such election may be made in such a manner as the Directors shall determine.
6. The membership of any member of the Company shall be deemed to be personal and shall forthwith cease to exist in any of the following events:-
 - a) If he shall die;
 - b) If he shall by notice in writing to the Company resign from membership;
 - c) If he shall become 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;
 - d) If he shall become a declared bankrupt or insolvent under any of the laws relating to bankrupts or insolvents for the time being in force in the Commonwealth of Australia; or
 - e) On passing of a resolution by not less than two-thirds of the Directors present at a Directors meeting that he cease to be a member. Provided that he has had an opportunity of being present at the meeting and being heard in his defence.
7. Upon any person having become a member in pursuance of these Articles the Secretary shall enter the name of such person in the register of members of the Company.

GENERAL MEETINGS

8. Once at least in every calendar year and not more than fifteen months after the holding of the last preceding general meeting there shall be held an annual general meeting of all the members of the Company which shall be the Annual General Meeting for the purposes of the Act. The first General Meeting shall be held at such time not being less than one month nor more than six months after the corporation of the Company. The place and time (subject as aforesaid) at which the above meetings shall be held shall be such as the Directors shall from time to time determine.
9. All General meetings other than Annual General Meetings shall be called Extraordinary General Meetings.

10. The Directors may whenever they think fit convene an Extraordinary General Meeting. Extraordinary General Meetings shall also be convened by the Secretary on receipt of a requisition signed by at least one-third of the members of the Company. Any such requisition shall state the purpose for which an Extraordinary General Meeting is required. If such meeting is not convened within fourteen days the requisitionists or a majority of them may themselves convene the Meeting. An extraordinary general meeting may be convened by the members in accordance with section 249E and 249F of the Act.
11. Subject to provisions of the Act relating to agreements for shorter notice at least seven days' notice specifying the place and the day and the hour of meeting and in the case of special business the general nature of such business shall be given in the manner hereinafter mentioned but the non-receipt of such notice by any member shall not invalidate the proceedings of any General Meeting.

PROCEEDINGS AT GENERAL MEETINGS

12. The business of an Annual General Meeting shall be:-
 - a) To receive and consider the report of the Directors.
 - b) To receive and consider the statement of accounts and the Auditor's report there on.
 - c) To elect an Auditor or Auditors in place of those retiring.
 - d) To transact any other business which under these presents ought to be transacted at any Annual General Meeting. All other business transacted at an Annual General Meeting and all business transacted at an Extraordinary General Meeting shall be deemed special.
13. No member shall as regards any special business be at liberty to move at any General Meeting any resolution not previously approved by the Directors unless he has given not less than twenty-one days' notice in writing to the Secretary of his intention to move such resolution at such meeting and has included with such notice a copy of the resolution.
14. The quorum for a General Meeting shall be one-fourth of the number of members of the Company present in person. No business shall be transacted at any General Meeting unless a quorum be present.
15. The Chairman of Directors shall preside at all General Meetings of the Company. In the absence of the Chairman his nominee or appointee shall preside. His nominee or appointee shall be declared in writing. The Chairman of the meeting shall have a deliberative and a casting vote.
16. If within thirty minutes from the time appointed for the meeting a quorum is not present the meeting if convened upon the requisition of members shall be dissolved but 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 (not being more than fourteen days after such meetings) or to such hour and place as the Chairman of the Meeting or in his default a majority in number of the members personally present may then appoint and if at such adjourned meeting a quorum is not present those members who are present shall be a quorum and may transact the business for which the meeting was called. The Secretary shall issue fresh notices of such adjourned meeting

17. The Chairman of a General Meeting may with the consent of the meeting adjourn the same from time to time and 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.
18. Every question submitted to a meeting shall be decided in the first instance by a show of hands of the members personally present and entitled to vote.
19. At any General Meeting unless a poll is demanded by at least two members present in person a declaration by the Chairman that a resolution has been carried or not carried by a particular majority or lost or not carried by a particular majority and an entry to that effect in the minute book 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 such resolution.
20. If a poll is demanded as aforesaid it shall be taken in such manner and at such time and place as the Chairman of the meeting directs and either at once or after an interval or adjournment or otherwise. Two scrutineers shall be appointed by the meeting at which a poll is demanded as aforesaid and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. The demand of a poll may be withdrawn.
21. A poll demanded on any question of adjournment shall be taken at the meeting and without adjournment.
22. The demand of a poll shall not prevent the continuance of, a meeting for the transaction of any business other than the question on which a poll has been demanded.
23. If any General Meeting shall be adjourned for more than twenty-one days a notice of such adjournment shall be given to all the members of the Company in the same manner as notice was or ought to have been given of the original meetings.
24. No objection shall be made as to the validity of any vote except at a meeting or poll at which such vote was tendered and every vote not disallowed at such meeting or poll shall be deemed valid.

VOTES OF MEMBERS

25. Every member present either on a show of hands or in person or upon a poll shall have one vote.

DIRECTORS

26. The management and control of the activities business and affairs of the Company shall subject to the Memorandum and these Articles be vested in the Directors who in addition to the powers and authorities by these Articles expressly conferred upon them may exercise all such powers and do all such acts and things as are within the scope of the Memorandum of Association of the Company and are not hereby or by statute expressly directed or required to be exercised or done by the Company in General Meeting but subject nevertheless to the provisions of the Memorandum and any statute and these Articles and to any regulation from time to time made by the Company in General Meeting provided that no regulation so made shall invalidate any prior act of the Directors which would have been valid if such regulation had not been made. The Directors may at any time and from time to time make any rules and regulations in pursuance of the powers conferred by the Memorandum of Association not inconsistent with the Memorandum of these Articles.
27. The number of Directors shall not be less than three or more than fifteen.
28. The first Directors shall be Robert McConaghy, John Spinella, Eric Roy Leach, Davidson James, Robyn Peebles, Michael Rainer, Steven Skorabogaty and Alexander Thomas and each of them and every other director who may hereafter be appointed shall hold office during his life or until he desires to resign from his office or refuses to act therein or becomes bankrupt or insolvent or becomes of unsound mind or incapable of managing his affairs or ceases to be a member of the Company.
29. The Directors shall have power from time to time and at any time to appoint other persons to be Directors either in addition to or in substitution for the persons above named but so that the total number of Directors shall not at any time exceed the maximum number fixed as above.
30. A Director may at any time give notice in writing of his wish to resign by delivering such notice to the Chairman or the Secretary or leaving it at the office of the Company or by tendering his written resignation at a Meeting of the Directors and on the acceptance of his resignation by the Directors but not before his office shall become vacant.
31. The continuing Directors may act notwithstanding any vacancy in their body but so that if the number falls below two the Directors shall not except for the purposes of filling vacancies or convening a General Meeting act so long as the number is below the minimum.
32. The Directors may refund to any Director or member out of the funds of the Company any outlay or expenses properly incurred by him on behalf of the Company.

PROCESS FOR ADDING DIRECTORS TO THE BOARD

33. A need for more directors is expressed at a Directors' meeting.
34. Possible candidates are nominated

35. One or two Directors are elected to discuss the possibility with the nominated person.
36. A report is given at the following Directors' meeting and a decision made by the Board of Directors whether to invite the nominee to the Board.
37. If the decision is affirmative, the Chairman or Secretary formally invites the nominee to join the Board of Directors.
38. The new Director signs a "Consent to Appointment" form and agrees to uphold the Constitution.
39. The new Director is welcomed officially at the following Directors' meeting.

PROCEEDINGS OF DIRECTORS

40. The Directors shall appoint from among them a Chairman and such other officers as the Directors may from time to time determine.
41. The Directors may meet for the despatch of business adjourn and otherwise regulate their meetings as they think fit and determine the quorum (which shall in no case be less than two) necessary for the transaction of business. Until otherwise determined by the Directors two Directors entitled to vote shall form a quorum. It shall be necessary to give notice of a meeting of Directors to a Director whether in Australia or another country.
42. Questions arising at any meeting shall be decided by a majority of votes and the Chairman shall have a deliberative vote and a casting vote.
43. Subject to Article 31 a meeting of the Directors for the time being at which a quorum is present shall be competent to exercise all or any of the authorities powers and discretions by or under the Articles of Association of the Company for the time being vested in or exercisable by the Directors
44. A resolution in writing signed by all the Directors for the time being shall have the same force and effect as a resolution passed at a Meeting of the Directors notwithstanding that such resolution shall not have been passed at a meeting of the Directors.
45. Each Director shall have the power (with the approval of the other Directors) from time to time to nominate any other Director or any person to be an alternate Director to represent him at the meeting of Directors and otherwise act in the duties of his office and such alternate Director shall ipso facto vacate office when the appointer vacates office or "Then the appointer removes the appointee from office. Any Director acting as an alternate Director shall have an additional vote for each Director for whom he acts as alternate.

COMMITTEES

46. The Directors may by resolution or writing under the seal of the Company delegate any of its powers to committees consisting of such member or members of their body or to any person or persons (whether members of the Company or not) as they shall think fit and any Committee so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed on them by the Directors.
47. The meetings and proceedings of any committee shall be governed by the provisions herein contained for regulating the meetings and proceedings of the Directors so far as the same are applicable thereto.
48. All acts done at any meetings of the Directors or by a committee appointed by the Directors in pursuance of Article 39 or by any person acting as a Director shall notwithstanding that it shall afterwards be discovered that there was some defect in the appointment of such Directors or persons 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.

COMMON SEAL

49. The Directors shall provide a common seal for the purpose of the Company and have power from time to time to destroy the same and substitute a new seal in lieu thereof and the seal for the time being of the Company shall be kept under such custody and control as the Directors shall from time to time prescribe and in the absence of any prescription in that behalf shall be kept in the custody of the Secretary. The said common seal shall not be used except under and by virtue of a minute of the Directors.
50. Any deed or document debenture or security which the Directors may by any resolution determine on executing shall be under the common seal of the Company signed by two Directors.

MANAGING DIRECTOR

51.
 - a) The Directors may from time to time appoint a Managing Director either for a fixed term or without any limitation as to the period for which he is to hold office and may from time to time (subject to the provisions of any contract between him and the Company) remove or dismiss him from office and appoint another in his place.
 - b) A Managing Director shall be subject to the same provisions as to resignation and removal as the other Directors of the Company and he shall ipso facto and immediately cease to be a Managing Director if he ceases to hold the office of Director from any cause.
 - c) The Directors may from time to time entrust to and confer upon a Managing Director for the time being such of the powers exercisable under these presents by the Directors as they think fit and may confer such powers for such time and to be exercised for such objects and purposes and upon such terms and conditions and

with such restrictions as they think expedient and they may confer such powers either collaterally with or to the exclusion of and in substitution for all or any of the powers of the Directors in that behalf and may from time to time revoke withdraw alter or vary all or any such powers.

FINANCE AND ACCOUNTS

52. The general funds of the Company shall be under the control of the Directors.
53. All funds or property of the Company not impressed with a trust for any particular purpose shall be available at the discretion of the Directors for the purpose of the Company in any portion of the Company's sphere of operation and for subscribing to or otherwise aiding within the powers conferred by the Memorandum of Association some other institution or institutions in the Commonwealth of Australia or elsewhere having objects similar to the objects of the Company.
54. The Directors shall cause proper accounts to be kept with respect to:-
 - a) All sums of money received and expended by the Company and the matter in respect of which the receipt and expenditure take place.
 - b) All sales and purchases of goods by the Company and
 - c) The assets and liabilities of the Company.
55. The books 'of account shall be kept at the registered office or at such place or places as the Directors think fit.
56. At each annual meeting the Directors shall lay before the Company a profit and loss or income and expenditure account and a balance sheet containing a summary of the property and liabilities of the Company made up to a date not more than four months prior to the date of the Meeting.
57. Every such account and balance sheet shall be accompanied by a report of the Directors as to the affairs of the Company and all its separate activities as required by the Act.
58. Every balance sheet and account of the Directors when audited and approved by a general meeting shall be conclusive except as regards any error discovered therein within three months after approval thereof and except as hereinafter provided.
59. Whenever any such error is discovered within that period the accounts shall forthwith be corrected and thenceforth shall be conclusive.
60. A copy of every balance sheet (including every document required by law to be annexed or attached thereto) which is to be laid before the Company in General Meeting shall not less than seven days before the date of the meeting be sent to all persons entitled to receive notice of General Meetings of the Company.

61. Every Director or officer of the Company shall be indemnified out of the funds of the Company against all liability incurred by him as such Director or officer in defending proceedings whether civil or criminal in which judgement is given in his favour or in which he is acquitted or in connection with any application under the Act in which relief is granted to him by the Court.

The accounts of any officer of the Company may be settled and allowed or disallowed either wholly or in part by the Directors.

AUDIT

62. Auditors shall be appointed and their duties regulated in accordance with the Act.

NOTICES

63. Subject to any special provision herein contained a notice may be served by the Company upon any member by any of the following methods: by serving it personally on the member; by leaving it at the registered address of the member; by sending it through the post in a prepaid envelope or wrapper addressed to such member at his registered place of address; by sending it by facsimile transmission to a facsimile number nominated by the member for the purpose of serving notices on the member; or if the member has nominated an electronic means such as email for receiving notices, transmitted by that nominated electronic means. Such notice shall be deemed to be due to notice for all purposes and recorded in the Company's journal.
64. If a member has no registered address within the Commonwealth of Australia and has not supplied to the Company an address within the Commonwealth of Australia for the giving of notices to him or nominated an electronic means for receiving notices, a notice placed upon the notice board in the registered office of the Company shall be deemed to be duly given to him.
65. A notice of meeting sent by post is taken to be given 3 days after it is posted and in proving such service it will be sufficient to prove that the envelope or wrapper containing the notice was properly addressed and put into the post office or other public postal receptacle. A certificate in writing signed by any manager, secretary or other officer of the Company that the envelope or wrapper containing the notice was so addressed and posted is conclusive evidence thereof. A notice of meeting sent by fax or other nominated electronic means is taken to be given on the business day after it is sent, and may be proven by a transmission report confirming successful transmission.
66. The signature to any notice to be given by the Company may be written printed or typed or a facsimile thereof may be affixed by mechanical or other means.
67. Where a given number of days' notice or notice extending over any other period is required to be given the day of service shall but the day upon which such notice will expire shall not be included in the number of days or other period.

