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Supplementary Mi
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Background

At the meeting of the members held
approve the change of company type
company limited by shares (with the

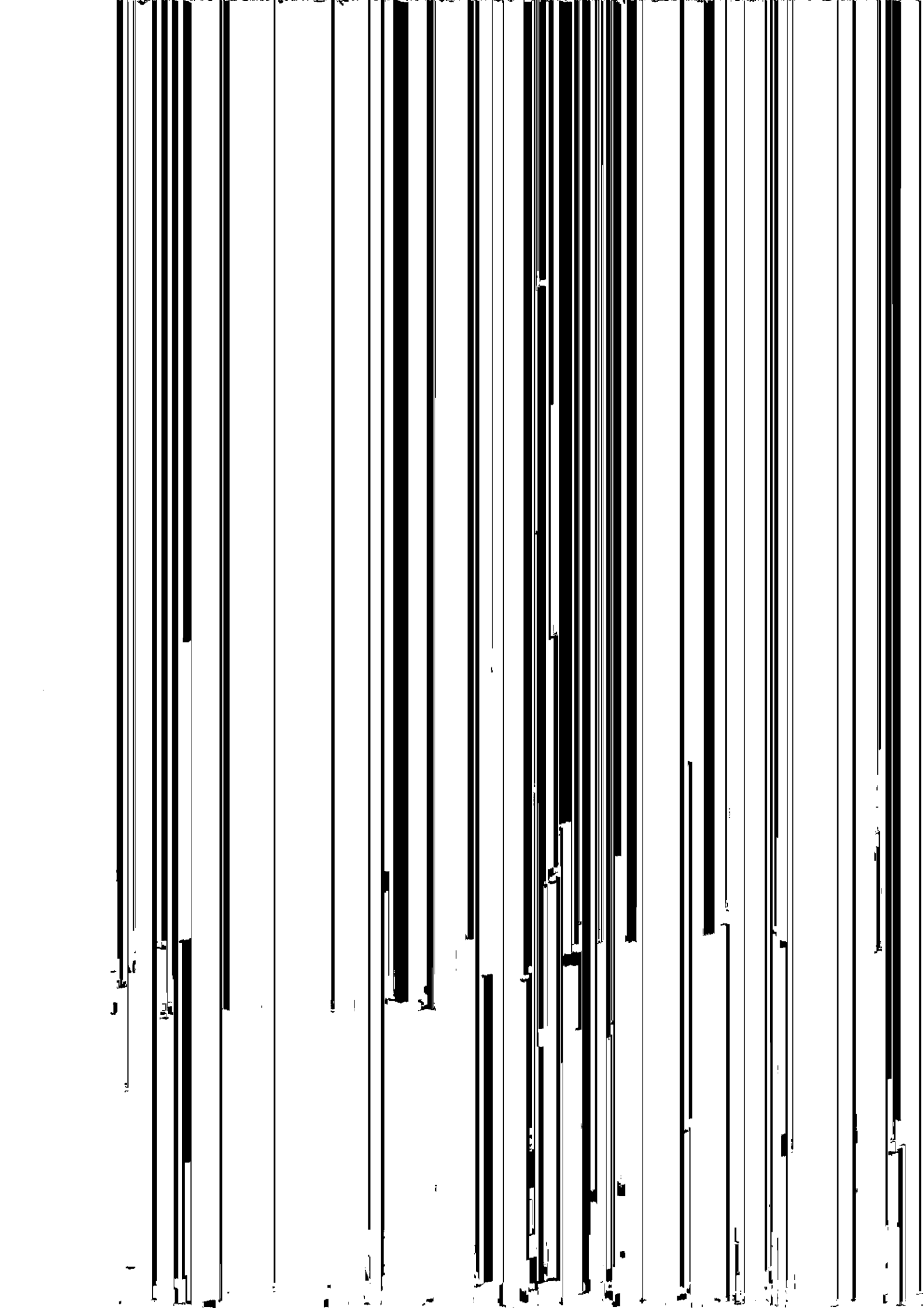
Resolved

1. That as part of the process re^d
Company transfer from a publ
shares adopting the constitutiⁿ

Confirmed



Professor Ian Wronski
Chair
UniHealth (NQ) Limited



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3. PROPI
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11. PURCH
12. GENER
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21. INSPEC
22. CONFID
23. NOTICI
24. INDEM
25. DIVIDE
26. WINDII
27. GOVERN
28. FINANC
29. CHANG
30. AUDITC

"JCU" means James Cook University Act State of Queensland

"Member" means a

"Seal" means the co

"Secretary" of the (the Company;

"Senior Manager" Company) who:

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(ii) has the capa

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"Vice-Chancellor" m

1.2 Unless the contrary matter dealt with b the Act.

1.3 Words importing th

1.4 Words importing a p

1.5 A reference to a per

1.6 A reference to a sta to that statute.

1.7 The replaceable rule

2. OBJECTS

2.1 The object for which

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(b) in order to ac the public;

(c) to provide fac

(d) to carry out, a

(e) to support JC support and a

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3. PROPRIETARY

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4. SHARE CAPITAL

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6. CALLS ON SHARES

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6.10 The Direct
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7. FORFEITURE OF SHARES

7.1 If a Membe
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unpaid, serve a notice together with any interest

7.2 The notice must name the person to whom service of the notice shall be made and shall state that, in the event the notice is not served, the person shall be liable to be fined

7.3 If the requirements of this section are not complied with, the notice shall be void and the person shall not be liable to be fined, but the notice shall nevertheless be deemed to have been served if the requirements have been made, be forfeited

7.4 Such a forfeiture shall not be deemed to have occurred until the amount of the call has been actually paid before

7.5 A forfeited share may be sold, and, at any time, the Directors may think fit

7.6 A person whose shares have been forfeited, but remains liable to pay the call, shall remain liable to pay the call, but shall not be entitled to any dividend or interest, but this liability shall not be a charge on the money (including interest)

7.7 A statement in writing by the Directors of the Company, or a statement by the person who has been forfeited, is evidence of the facts stated therein in relation to the share.

7.8 The Company may, in its absolute discretion, dispose of the share, and the proceeds of the sale of the share shall be paid to the person to whom the share is sold or to

7.9 Upon the execution of this section, the person shall not be bound to see to the payment of the call

7.10 The title of the transfer of the share, with the forfeiture, shall be deemed to be the title of the transfer of the share

7.11 The provisions of this section shall not apply to a share if, at the time of the call, the share is not fully paid up, that, by the terms of the call, the share is not to be called for, or the nominal value of the share is less than the nominal value of the call duly made and not

8. TRANSFER OF SHARES

8.1 Subject to this Constitution, the transfer of shares in this Non-profit Entity. The

- (a) in writing;
- (b) in the usual form of transfer of shares;
- (c) executed by or on behalf of the transferor and the transferee.

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8.8 If within or
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10. ALTERATION OF CAPITAL

10.1 The Company may

- (a) increase its resolution;
- (b) consolidate existing sha
- (c) subdivide a Constitutor amount (if : case of the :
- (d) cancel shar- agreed to b amount of t

10.2 Subject to any dire unissued shares sh entitled to receive circumstances allow

10.3 The offer shall be within which the of

10.4 After the expiratio they decline to acc they think most bei

10.5 Where, by reason c some of the first-m may issue the share Company.

10.6 Subject to the Act, redemption reserve

11. PURCHASE OR SALE OF AS

11.1 Where the Compar

- (a) purchase or undertaking
- (b) sell or transf
 - (i) subst:
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11.2 Where the Compar to financial leases,

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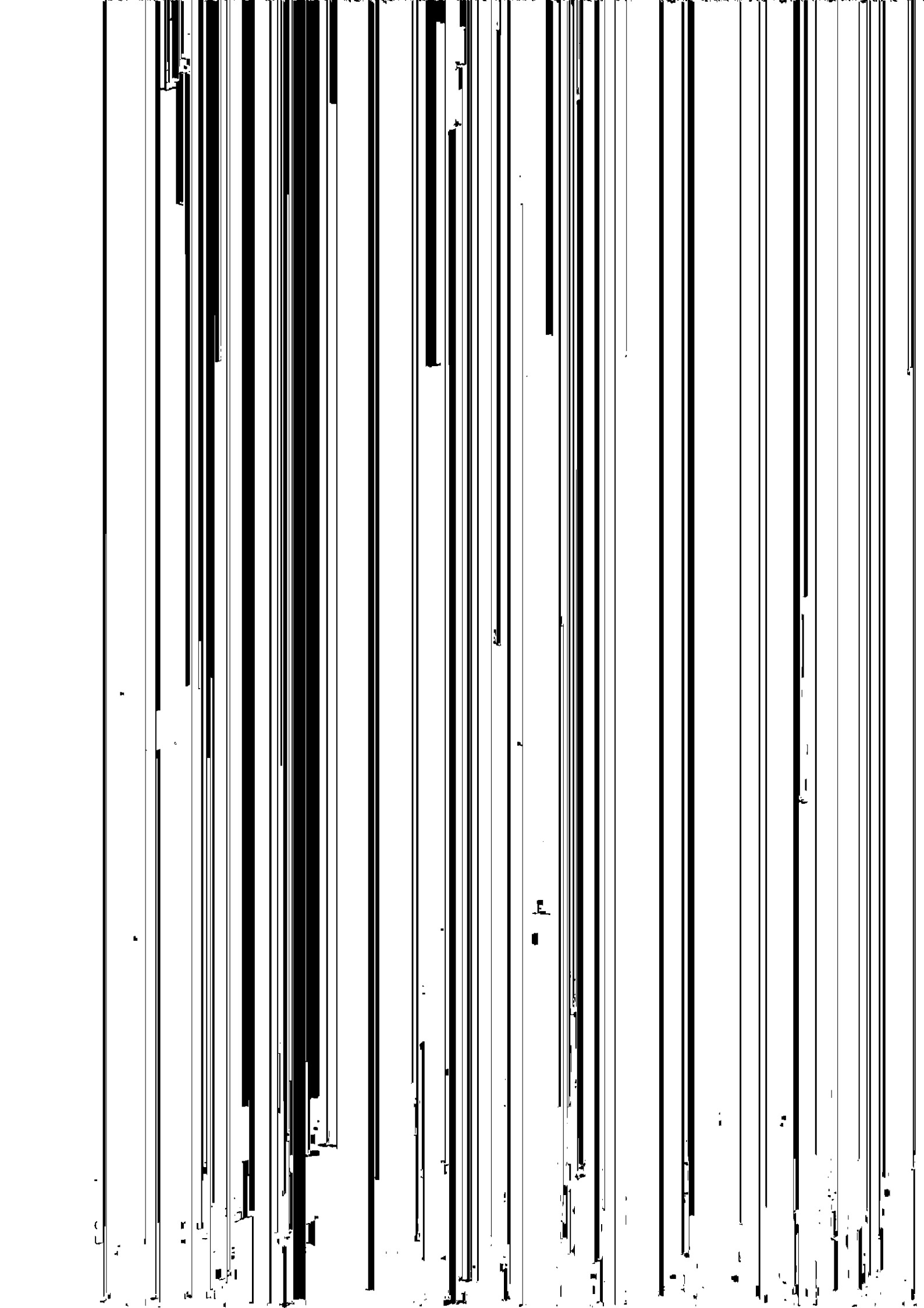
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16.8 A Director taking
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16.9 The minutes of a
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17. DIRECTOR'S C

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18. COMMITTEE

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20. SEAL

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21. INSPECTION C

21.1 Subject

the accounting records and other documents of the Company except as provided in General Meeting or by written request, to:

21.2 A Member other than a Director does not have the right to inspect or take copies of documents of the Company except as provided in General Meeting or by written request, to:

21.3 Where the Company is a Controlled Company, a Member may, on written request, to:

- (a) inspect any accounting record or other document;
- (b) obtain any information relating to the Company's affairs.

In such cases, the Company shall produce the documents and records as have been requested.

21.4 Where the Company is a Controlled Company, a Member may, on written request, to:

21.5 Where the Company is a Controlled Company, a Member may, on written request, to:

- (a) minutes of all Board meetings;
- (b) periodic management reports;
- (c) other key documents, including financial statements, relating to the affairs of the Company.

22. CONFIDENTIALITY

22.1 Subject to the provisions of clauses 1 and 2, all information disclosed in relation to all affairs of the Company shall be confidential.

23. NOTICES

23.1 A notice may be given by the Company to a Member by:

- a) serving it on the Member personally;
- b) leaving it at the Member's last known address;
- c) sending it by facsimile transmission;
- d) sending it by email; or
- e) sending it by post -
 - i) at their address shown in the Register;
 - ii) the address supplied by the Member to the Company.

23.2 A notice by facsimile transmission will be deemed to have been received if the machine produces a report that the transmission was successful and there is conclusive evidence that the Member received the report.

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24. INDEMNITY

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27. GOVERNANCE

27.1 Who are responsible for the constitution?

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27.2 Who are responsible for the governance of the company?

27.3 The company shall have a constitution which shall be approved by the shareholders in accordance with the provisions of the Companies Act 2006.

28. FINANCIAL STATEMENTS

28.1 Who are responsible for the preparation of the financial statements of the company?

29. CHANGE TO CONSTITUTION

29.1 When shall the company be entitled to change its constitution?

30. AUDITOR

30.1 When shall the company be entitled to appoint an auditor?