

Corporation Law
A company Limited by Guarantee and not having a Share Capital

CONSTITUTION
OF
CYPRUS COMMUNITY OF N.S.W. LIMITED

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Form 245

CONSTANTINE & CO
P O BOX 368
MAROUBRA NSW 2035

remove this top section if desired before filing

Certificate of Registration on Change of Name

Corporations Law Sub-section 171 (12)

This is to certify that

THE CYPRIAN COMMUNITY OF N S W LTD

Australian Company Number 002 306 336

did on the twenty-second day of December 1995 change its name to

CYPRUS COMMUNITY OF N.S.W. LIMITED

Australian Company Number 002 306 336

The company is a public company.

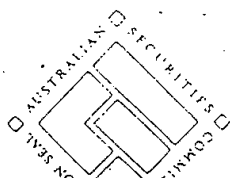
The company is limited by guarantee.

The company is taken to be registered as a company
under the Corporations Law of New South Wales.



AUSTRALIAN
SECURITIES
COMMISSION

Given under the seal of the
Australian Securities Commission
on this twenty-second day of December, 1995.



Alan Lamer



Australian Company

CYPRUS COMMUNITY OF N.S.W. LIMITED

ACN 002 306 336

Extracted from ASIC's database at AEST 11:52:09 on 12/03/2020

Company Summary

Name: CYPRUS COMMUNITY OF N.S.W. LIMITED

ACN: 002 306 336

ABN: 37 002 306 336

Previous State Number: 28641820 Previous

State of Registration: New South Wales

Registration Date: 26/11/1981

Next Review Date: 26/11/2020

Former Name(s): THE CYPRIAN COMMUNITY OF N S W LTD

Status: Registered

Type: Australian Public Company, Limited By Guarantee

Locality of Registered Office: STANMORE NSW 2048

Regulator: Australian Securities & Investments

Corporations Law

A Company Limited by Guarantee and not having a Share Capital

MEMORANDUM OF ASSOCIATION

OF

CYPRUS COMMUNITY OF N.S.W. LIMITED

1. The name of the Company (hereinafter called “the Community”) is CYPRUS COMMUNITY OF NSW LIMITED

2. The objects for which the Community is established are:-
 - a) To promote and advance the educational, cultural interests and the health and welfare of persons resident in the State of N.S.W in the Commonwealth of Australia who were born in Cyprus or are descendants of persons who were born in Cyprus thereby assisting their assimilation into the Australian Community. To enable the Community to achieve the above listed objectives, the Community can also engage in the following ancillary/incidental activities
To promote, respect and tolerance in the Australian Community. To support and promote Human Rights.
In furtherance to the objectives of the Community
 - b) To purchase take on lease or in exchange hire or otherwise hold either in its own name or in the names of its nominee or nominees and for any estate or interest any real and personal property and any rights concessions licences or privileges which the Community may think necessary or convenient for the purpose of carrying on its objects.
 - c) To build construct maintain alter enlarge pull down and remove or replace any building or buildings the property of the Community.
 - d) To provide a building, or room, or rooms, in any building, and to furnish and maintain the same, and to permit the same to be used for lectures, meetings, by the members of

the Community and their families either gratuitously or upon such terms as shall be agreed upon.

- e) To provide reading and writing rooms and reference library and to furnish the same respectively with books, reviews, magazines and newspapers and other publications including instrumental and vocal music, stationery and all other things that may be convenient.
- f) To establish and operate a crèche for the purpose of assisting working Cypriot mothers.
- g) In furtherance of the objects of the Community, to apply for and obtain and hold a Club Licence, and or any other Licence or Licences or Certificate of Registration under the Liquor Act or Laws or any other Act or Laws for the time being operative, and for such purpose or purposes. To appoint, if necessary, or desirable, a manager or managers or other officer or officers to act as Licensee or Licensees, and to hold the Licence or Licences on behalf of the Club.
- h) In furtherance of the objects of the Community to obtain and hold any licence or permission necessary for and to carry on the business of restaurant keepers and/or sellers of tobacco, cigars and cigarettes and of all kinds of goods, provisions etcetera required used or desired by members.
- i) To hire and employ Secretaries, Managers, Clerks, servants and workmen and (subject to Clause 3 hereof) pay them and other persons in return for their services rendered to the Community salaries, wages, gratuities and pensions.
- j) To take any gift of property whether subject to any special trust or not for any one or more of the objects of the Community.
- k) To invest moneys of the Community not immediately required in such manner s may from time to time, be determined by resolution of the General Meeting, or to invest in Government Guaranteed securities without reference to General Meeting and to vary sell or dispose of all or any such investments.
- l) To take such steps by personal or written appeals public meetings advertisements or otherwise as may from time to time be deemed expedient for the purposes of procuring contributions to the fund of the Community in the shape of donations annual or other subscriptions or otherwise.
- m) To print or publish newspapers, periodicals, books or leaflets that the Community may think desirable for the promotion of its objectives.
- n) To make donations for support of human rights

- o) To appoint agents or attorneys in Australia or abroad and to act as agents for organisations have similar objects,
- p) In furtherance of the objects of the Community to undertake such guarantees and give such indemnities and to enter into such bonds as the Community may consider desirable.
- q) To sell, mortgage, charge exchange, or dispose of or turn to account or otherwise deal with the property or rights of the Community or any part thereof for such consideration and in such manner as may be decided by resolution of a General Meeting. Provided that in case the same is subject to any trust the Community shall only deal with it in such manner as allowed by law having regard to such trust.
- r) To work in close co-operation and/or amalgamate with any other Society, Community or association having objects similar to those of the Community and whose Memorandum of Association or other constitution prohibits the division of its income and property amongst its members at least to the same extent as is done by Clause 3 of this Memorandum.
- s) To establish and maintain and concur in establishing and maintaining a Federal Council representing this Community and other societies and associations in any part of the Commonwealth of Australia having objects similar to those of this Community.
- t) To obtain any provisional order, or other official or Government power consent, or authority or act of Parliament, for enabling the Community to carry any of its objects into effect or for effecting any modification of the constitution of the Community or for the purpose which may seem expedient and to oppose any proceedings or applications which may seem calculated, directly or indirectly to prejudice the interest of the Community.
- u) To accept or take any security for any debt or liability to the Community or any property real or personal in or towards payment or satisfaction of any such debt or liability.
- v) In furtherance of the objects of the Community to enter into any arrangements with any governments, municipalities or other corporations – or public bodies or any of them and to obtain any rights privileges and concessions which the Community may think it desirable to obtain and to carry out exercise and comply with any such arrangements rights privileges and concessions.
- w) To do all or any of the above-mentioned things in any part of the world where the same may lawfully be done respectively and either singly or in conjunction with any

other association, firm or person and either as principals, agents, contractors, trustees or otherwise and to hold council meetings wherever found most convenient for the purpose of the Community's business.

- x) To provide a church or churches for the religious needs of Cypriots by acquiring the freehold or leasehold of church buildings.
 - y) To operate and maintain Sunday Schools for religious instruction of Cypriots and for the teaching of the Greek Language.
 - z) The Community will not engage in or participate in any activity of party politics.
 - aa) No official of the Community shall use his position in a way that might give the impression he represents the Community in any of his individual political activities.
 - bb) Discussion of any topics may be carried out on the premises of the Community provided it is done in an orderly manner and participants do not become offensive among themselves and to others.
 - cc) To make ancillary rules and do all such things as may be incidental or conducive to the attainment of the above-mentioned objects or any of them.
 - dd) The provisions of the Second Schedule to the Companies (New South Wales) Code shall not apply to the Community and the foregoing provisions of the paragraph shall be read and construed, without reference to the provisions of that Schedule.
 - ee) Provided that the Community shall not support with its funds or endeavour to impose on or procure to be observed by its members or others any regulation or restriction which if an object of the Community would make it a trade union within the meaning of Trade Union Act, 1958.
3. The income and property of the Community, whencesoever derived shall be applied solely towards the promotion of the objects of the Community 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 or amongst the members of the Community. Provided, that nothing herein contained shall prevent the payment in good faith of interest to any such member in respect of moneys advanced by him to the Community, or otherwise owing by the Community to him/her or of remuneration to any officers or servants of the Community or to any member of the Community or other person in return for any service rendered to the Community. Provided further that no member of the Committee or Governing Body shall be appointed to any salaried office of the Community or any office of the Community

paid fees and that no remuneration shall be given by the Community to any member of such Committee or Governing Body provided that nothing herein contained shall be construed so as to prevent the allowance of an honorarium at any such member in respect of special honorary services rendered or the repayment to any such member of out of pocket expenses and interest on money lent or hire of goods or rent for premises demised to the Community. Provided that the provision last aforesaid shall not apply to any payment to any railway gas electric lighting water cable or telephone company or corporation of which a member of the Committee or Governing Body may be a member or to any other company in which such member shall not hold more than one hundredth part of the capital and such member shall not be bound to account for any share of profits he may receive in respect of such payment.

4. The liability of the members is limited
5. Every member of the Community undertakes to contribute to the assets of the Community in the event of the same being wound up during the time that he is a member or within one year afterwards for payment of the debts and liabilities of the Community contracted before the time he ceases to be a member and of the costs, charges and expenses of winding up the Community and for the adjustment of the rights of the contributions amongst themselves such amount as may be required not exceeding Five Dollars (\$5.00).
6. Winding Up
 - 6(a) If the Community is wound up, any surplus assets must not be distributed to a member or a former member of the company, unless that member or former member is a charity described in Object 6(b).
 - 6(b) Subject to the Corporations Act 2001 (Cth) and any other applicable Act, and any court order, any surplus assets that remain after the Community is wound up must be distributed to one or more charities:
 - (i) with charitable purpose(s) similar to, or inclusive of, the purpose(s) in Object 2, and
 - (ii) which also prohibit the distribution of any surplus assets to its members to at least the same extent as the Community.The decision as to the charity or charities to be given the surplus assets must be made by a special resolution of members at or before the time of winding up. If the members do not make this decision, the Community may apply to the Supreme Court to make this decision

- 6(c) For the purpose of this Object, "surplus assets" means any assets of the Community that remain after paying all debts and other liabilities of the Community, including the costs of winding up.
7. True accounts shall be kept of the sums of money received and expended by the Community and the matters in respect of which such receipts and expenditure takes place and of the property credits and liabilities of the Community and manner of inspecting the same that may be imposed in accordance with the regulations of the Community subject to any reasonable restrictions as to the time and manner of inspecting the same that may be imposed in accordance with the regulations of the Community for the time being shall be open to the inspection of the members. Once at least every year the account of the Community shall be examined, and the correctness of the balance sheet ascertained by one or more qualified members of a recognised Institute, Association or Body of Accountants.
8. The full names, addresses and occupation of the subscriptions of the Company are as follows:

We, the several persons whose names and addresses are subscribed are desirous of being formed into a company in pursuance of this Memorandum of Association.

Signatures of Subscribers

Signature and Addresses of Witness

ARTICLES OF ASSOCIATION
OF
CYPRUS COMMUNITY OF N.S.W. LIMITED
INTERPRETATION

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

“The Act” means the Companies (New South Wales) Code as amended from time to time.

“The Annual General Meeting” means the general meeting held each year as required by the ACT and these articles.

“Committee” means the members for the time being of the Committee as constituted in accordance with these Articles.

“The By-Laws” means the By-Laws of the Community for the time being in force.

“The Community” means the above named Company.

“Notice Board” means the Board or Boards provided in a conspicuous place in the Community premises on which notices for the information of members are posted.

“Month” means calendar month.

“The Office” means the Registered Office for the time being of the Community.

“The Register” means the Register of Members kept pursuant to the ACT

“In writing” and “written” includes printing lithography and other modes of reproducing or representing words in a visible form.

“Secretary” includes Acting Secretary.

Words importing the singular number also includes plural and vice versa.

Words importing the masculine gender also include the feminine.

MEMBERSHIP

2. (a) For the purpose of registration but not by way of limitation, the number of members of the Community is declared not to exceed six thousand two hundred and fifty (6,250) but the Committee may from time to time by resolution decide upon an increase of numbers
 - (b) A subscriber to the Memorandum of Association shall upon registration be deemed to be a member of the Community and any person shall have made application for membership of the Community in the manner hereinafter prescribed and who shall have been duly elected to the membership shall also upon payment to the Community of all necessary fees and subscriptions become and be a member of the Community.
 - (c) Every Cypriot what at the registration of the Community shall be a member of the unincorporated community known as the “Cyprian Brotherhood ‘Evagoras’” and who shall within one (1) month from the date of registration of the Community agree in writing to become a member of the Community.
3. The qualifications of members shall be that they have reached the age of eighteen (18) years and who are at the date of elections to membership either natives of the Island of Cyprus or are a descendant of such natives or married to such natives or such descendant and who are residing in the Commonwealth of Australia or as approved by the Committee from time to time. Provided that such persons are Christians and of Greek ethnology.
4. (a) Every applicant for membership of the Community other than the subscribers to the Memorandum of Association and members of the unincorporated Community referred to in Article 2.(c) shall be proposed by one and seconded by another member of the Community. Provided that the Members proposing and seconding the admission of such member have attained the age of twenty-one (21) years.
 - (b) Every nomination for membership shall be lodged with the Secretary
 - (c) Particulars of the nomination for membership shall be posted by the Secretary on the notice board in a conspicuous place in the Community premises and shall remain posted for at least fourteen (14) days and when the period has expired and not until then the nomination shall be submitted by the Secretary to the Committee.

- (d) The application for membership of every such candidate shall be made in writing by the candidate and by his or her proposer and shall be in the form as approved by the Committee from time to time.
5. The election of members shall be by the Committee at a meeting or meetings duly convened and the Committee shall examine all nominations for membership and inquire into the qualification of candidates. The Committee may reject any application for membership without assigning any reason for such rejection. Sponsors of declined candidates have the right to ask the Committee for the reasons and if not satisfied, may raise the matter at the next General Meeting.
 6. On the election of a member the Secretary shall give such member notice of his election personally or post such notice to the address given on his nomination for membership and shall unless such fees and subscriptions have been previously received by the Community issue such notice an account for the entrance fees and annual subscriptions due and payable by the member which account shall specify the due date for payment.
 7. Every person elected to membership and informed of his election as directed by the forgoing Article shall be deemed to agree to pay the Entrance Fee and Annual Subscription and other fees and charges as prescribed by the Community and by the Committee from time to time in force and the payment of the said entrance fee or part thereof and/or the said subscription or part thereof shall be conclusive evidence of such agreement.
 8. Every person elected to membership shall be required to pay within one month of the date of notice of election the entrance fee and/or the annual subscription specified in the account rendered to him with the notice of election failing such payment the election shall be null and void.

ENTRANCE FEES AND ANNUAL SUBSCRIPTION

9. (a) The entrance fees annual subscription and other annual fees or charges payable by any class of members the amount thereof and all other matters pertaining thereto not by these Articles specially provided for shall be such as shall from time to time be prescribed by the Committee provided that the Annual subscription shall not be less than seven dollars (\$7) payable by members quarterly half-yearly or annually in advance.
(b) Entrance fees and annual subscriptions and any other fees or charges payable annually shall be paid in advance in full or by quarterly or half-yearly instalments according to the provision of any By-Law or other decisions of the Committee

10. If any fee or subscription or call or charge or any instalment thereof shall remain unpaid for a period of two months after it becomes due the member concerned shall be notified by the Secretary in writing of the default and if the sum due still remains unpaid for a further period of fourteen (14) days after the date of issue of the default notice the Committee shall unless it considered that there is a sufficient reason for delay in payment by resolution remove the name of such member from the register. The provisions of Articles 40 shall not apply to any such resolution.

11. The Committee may at any time or times suspend the payment of entrance fees either generally or in respect to individual cases and shall have discretionary power to fix and determine or waive the entrance fee chargeable to any member under any special circumstances that may arise.

12. Members of the Community shall be of five classes
 - A. ODINARY MEMBERS
 - B. ASSOCIATE MEMBERS
 - C. HONORARY MEMBERS
 - D. LIFE MEMBERS
 - E. HONORARY LIFE MEMBERS
 - a. ORDINARY MEMBERS shall be members as described in Article 3.
 - b. ASSOCIATE MEMBERS shall be persons not of Cypriot origins who have been approved by the Committee as Associate Members of the Community. An Associate Members may take part in all the social activities of the

Community and use Club rooms and other facilities but shall not be entitled to hold office or to vote on any motion or election of the Community.

- c. HONORARY MEMBERS shall be persons over the age of eighteen (18) years who are granted by the Committee without payment of any subscription honorary membership provided that:
- i. Honorary Member shall have one of the following qualifications:-
 - a Manager or member of any visiting country interstate or overseas sporting team or cultural group for the duration of the visit of such team or group
 - b A member of a Registered Club which member is visiting the Community premises for the purpose of participating in a sport or competition or other function being held on the Community premises which sport or competition or function is part of an activity in which the Community is participating for the day of such visit.
 - c Any prominent citizen or sportsman visiting the district for some special occasion
 - d Member of one of the Houses of Parliament of New South Wales or the Commonwealth of Australia or of any Municipal Council of New South Wales.
 - ii. An Honorary Member (other than a Life Member) shall be entitled only to the social privileges of the Community and to play such games recreations and pastimes as determined by or on the invitation of the Committee from time to time.
 - iii. The Committee shall have the power to cancel the Honorary Membership of any person at any time and without assigning any reason.
- d. LIFE MEMBER shall be an Ordinary who has agreed to make financial contribution to the Community as determined from time to time by the Committee the financial contribution shall be two hundred and fifty dollars (\$250). Life membership shall entitle the holder to membership of the Community for life without payment of annual subscription. Life membership shall not be transferable.

- e. HONORARY LIFE MEMBER shall be a person nominated by the Committee and approved by a resolution of a general meeting of the Community. No person shall be made an Honorary Life Member except in a case of exceptional or unusual or distinguished merit or service to the Community and such membership is approved by a two-thirds majority at a general meeting .

PROVISIONAL AND TEMPORARY MEMBERSHIP AND GUEST

The Committee shall have the power to confer provisional and temporary membership on persons over the age of eighteen (18) years as well as providing for guests to visit the Club premises from time to time.

MANAGEMENT OF THE COMMUNITY

13. The business and affairs of the Community shall be managed by a Committee consisting of nine (9) members.
14. The Committee of the Community shall consist of a President, Vice –President, a Secretary, an Assistant Secretary, a Treasurer, an Assistant Treasurer and -three (3) members.
15. The first Committee of the Community shall be nine (9) subscribers to the Memorandum and shall hold office until the election of a new Committee in the manner hereinafter provided.
16. The Committee shall be elected every two years by the general body of members in the manner hereinafter provided. Only Ordinary Members who are financial shall be entitled to vote, and only Ordinary Members who are financial shall be eligible for nomination. But no new member shall be eligible for election to the Committee before the expiration of six months from the date upon which his membership has been approved by the Committee.
17. The Committee shall hold a meeting at least once a month on a day and at a time to be fixed at its first meeting.

18. Extraordinary Committee Meetings shall be called by written advice to members as and when directed by the President in consultation with the Secretary.
19. Quorum at Committee Meetings shall be considered when six members of the Committee are present.
20. A vote is considered passed when a simple majority of the members present vote in favour.
21. The President or the person presiding at the Meeting shall have a second or casting vote which he will use when the Meeting is equally divided on any motion.
22. A Special Meeting of the Committee may be convened by the President at any time and shall be convened by the President upon a request in writing made to him, stating the purpose of such Meeting, signed by three members of the Committee. The business transacted at such Special Meeting shall be confined to the purpose named in such request.

POWERS AND DUTIES OF THE COMMITTEE

23. The business and general affairs of the Community shall be under the management of the Committee who shall have full control of the property of the Community and absolute authority subject to the Memorandum of Association regarding its disposition and the conduct and administration of all the affairs and business of the Community including the rights and privileges of members in respect to the Community except insofar as is otherwise expressly provided by these Articles. In particular but without derogating from the general powers hereinbefore conferred the Committee shall have power from time to time: -
 - a. To appoint from among its members or from members of the Community sub-committees for any purpose whatever which from time to time it may think desirable and to delegate to any such sub-committee such powers as it may think fit and any such appointment or delegation from time to time to revoke or alter. Unless otherwise specified in the minute of the Committee appointing

the sub-committee the quorum of all sub-committees shall consist of a majority of the members of such sub-committee.

- b. Subject to Article 24 to make such by-laws rules or regulations not inconsistent with Memorandum and Articles of Association of the Committee as in the opinion of the Committee are necessary or desirable for the proper control administration and management of the Community's finances affairs interest effects and property and for the conveniences comfort and well being of the members if the Community and to amend or rescind from time to time any such by-laws rules and regulations.
- c. To enforce the observance of all by-laws rules or regulations by suspension from enjoyment of Community privileges or any of them otherwise as the Committee thinks fit.
- d. To appoint any delegate or delegates to represent the Community for any purpose with such powers as may be thought fit.
- e. To engage, appoint, control, remove, discharge, suspend and dismiss such managers, secretaries, officers, solicitors, accountants, surveyors, bankers, clerks, representatives, agents and servants or other employees un respect to permanent temporary or special services as it may from time to time think fit and to determine the duties pay salary emoluments or other remuneration but no payment or part payment of any secretary manager or other officer or servant of the Community shall be made by way of commission or allowance from or upon the receipts of the Community for liquor supplied.
- f. To purchase or otherwise acquire for the Community any property rights or privileges which the Community is authorised to acquire at such price and generally on such terms and conditions as it shall think fit.
- g. To secure the fulfilment of any contracts or engagements entered into by the Community by mortgaging or charging all or any of the property of the Community as may be though fit.

- h. To institute, conduct, defend, compound, or abandon any legal proceedings by or against the Community or its officers or otherwise concerning the affairs of the Community and also to compound or allot time for payment and satisfaction of any debts due to and any claims or demands by or against the Community and to refer any claims or demands by or against the Community to arbitration and to observe and perform the award.
- i. To determine who shall be entitled to sign or endorse on the Community's behalf contracts, receipts, acceptance cheques, bills of exchange, promissory notes and other documents and instruments.
- j. To invest and deal with any of the moneys of the Community not immediately required for the purposes of the Community upon such securities and in such manner as the Committee may think fit and from time to time vary or realise such investments.
- k. From time to time at its discretion to borrow or secure the payment of any sum or sums of money for the purposes of the Community to raise or secure the payment of such sum or sums in such manner and upon such terms and conditions in all respects as it shall think fit and in particular by the issue of debenture stock perpetual or otherwise and either charged upon all or any of the Community's property both present and future or not so charged or by any mortgage charge or other security upon or over all or any part of the Community's property both present and future. Any debentures or other securities may be issued with any special rights and privileges which the Committee may think proper to confer on the holder.
- l. To sell exchange or otherwise dispose of any furniture fittings equipment plant or other goods or chattels belonging to the Community and to let any property of the Community and with the sanction of a general meeting of the Community to lease demise exchange or sell all or any part of the lands and buildings or other property rights to which the Community may be entitled from time to time provided however notwithstanding anything elsewhere

herein contained that portion of the Community premises and property licenced under Part X of the Liquor and Gaming Act 1982 or under the Gaming and Betting Act 1912 shall not be sold exchanged hired let demised leased lent or otherwise disposed of without the prior consent of the Licencing Court.

- m. To fix the maximum number of each class of members who may be admitted to the Community.
- n. In addition to the powers contained in Article 37 to fine, caution or suspend for any such period as it thinks fit any member who shall wilfully infringe any provisions of the Memorandum or Articles of Association or any of the by-laws rules or regulations of the Community or who shall in the opinion of the Community premises of conduct unbecoming of a member or prejudicial to the interests of the Community/
- o. To impose any restrictions or limitations on the rights and privileges of members, honorary members and visitors relating to the use by them of any Community premises and / or any amenity or facility therein contained or relating to their conduct, behaviour, clothing and dress whilst on the said premises.

24.

- a. Any by-law, rule or regulation made under these Articles shall come into force and be fully operative upon the posting of an appropriate notice containing such by-law rule or regulation on the notice board.
- b. The Community in general meeting may revoke and disallow any such by-law, rule or regulation provided that the notice convening the meeting states that notice has been received as provided for in clause c) of this Article and also specifies the by-law rule or regulation objected to.
- c. Without limiting the rights of members under Article 30 any five members may at any time during the month of January in any year give to the Secretary

notice in writing signed by them that they object to one or more specified by-laws, rules or regulations and the Secretary shall then include a statement to that effect on the notice convening the next general meeting.

- d. Neither the revocation or disallowance by the Community in general meeting of any by-law, rule or regulation or the knowledge that it might take place nor its amendment or rescission by the Committee shall invalidate any act by the Committee or by an officer or servant of the Community prior to such amendment or rescission.

VACANCIES IN THE COMMITTEE

25.

- a. If any Committee Member shall die or shall fail to attend a regular Committee Meeting for three consecutive meeting without leave of absence or if he shall resign or shall or shall cease to be qualified under the provisions of Article 16 hereof or if he shall become bankrupt or of unsound mind his office shall become bankrupt or of unsound mind his office shall be declared vacnt by the Committee and he shall ipso facto cease to be a Committee Member and the Committee may appoint a successor to hold office until the next election by the Annual general meeting and until such appointment is made the continuing Committee Members may act notwithstanding such vacancy.
- b. The Community may by a special resolution carried at an Extraordinary General meeting remove any Committee Member or all the Committee Members before the expiration of his or their period of office and appoint another or other Committee Member or Members as the case may be in his or their place. The person or persons so appointed shall hold office during such time only as the Committee Member or Members removed would have held office if he or they had not been removed.

26. All acts done at any Committee Meeting or by any person acting as a Committee Member shall notwithstanding that it shall afterwards be discovered that there was some defect in the appointment of such Committee Member or Members or that they

or any of them were disqualified be as valid as if every such person had been duly appointed was qualified to be a Committee Member.

27. No Committee Member shall receive any remuneration for his services in his capacity as a Committee Member

GENERAL MEETING

28. The Annual General Meeting of the Community shall be held if practicable in the month of February in each year at such a time and place as may be prescribed by the Community in general meeting or in default at such time and place as may be determined by the Committee provided always that an Annual General Meeting shall be held at least once in every year with the exception of the first Annual General Meeting which need not be held in the first calendar year of the Community.

29. The abovementioned Annual General Meeting shall be called the Annual General Meeting. All other general meetings shall be called extraordinary general meetings.

30. An extraordinary general meeting may be called on any date by the President or the Committee and shall be called by the Secretary upon receipt by him of a requisition which need not be in one document signed by not less than 10% of the members entitled to vote stating the business to be considered. The date of such meeting shall be within forty (40) days of receipt of such requisition. Provided that if such meeting is called within fourteen (14) days of receipt of the requisition the requisitionists or a majority of them may themselves call the meeting and for that purpose shall have access to the Register of Members and any other records necessary for the purpose of calling meetings or members.

NOTICE OF GENERAL MEETING

- 31.
- a. Every notice convening a general meeting shall specify the place the day and the hour of the meeting and such information concerning the business

proposed to be transacted as is required to be given by these Articles or the Act.

- b. Every notice convening a general meeting shall be given in the manner prescribed by Article 54 to those members who are entitled to attend and vote at general meetings under the provisions of Article 35 of these Articles and a copy shall be posted on the notice board.
- c. The period of notice with respect to general meetings shall be as follows:
 - i. Fourteen (14) days in respect if Annual General Meetings and such extraordinary general meetings as are convened for the purpose other than those requiring the passing of a special resolution.
 - ii. Twenty-one (21) days in respect of extraordinary general meetings convened for the purpose of passing a special resolution.
- d. Neither the accidental omission to give notice of a meeting nor the non-receipt of a notice of a meeting by any member nor the omission to post a copy of the notice board shall invalidate the proceedings at any meeting.

QUORUM FOR GENERAL MEETINGS

32. At the Annual or Special General Meeting one-tenth of the financial members on the roll which number must include six members of the Committee, shall constitute a quorum. If a quorum shall not be present any such meeting, the meeting shall be adjourned to such time (not being later than one month thereafter) as the members being there and then determine. At any such adjourned meeting any number of members present shall constitute a quorum.

PROCEEDINGS AT GENERAL MEETINGS

33. At the Annual General Meeting on the following business shall be transacted:-
- a. Reading and confirmation of the minutes of the previous Annual General Meeting.
 - b. A report by the Treasurer of the financial statements forwarded to members together with the notice calling the meeting, covering the financial affairs of

the Community for the twelve months ended 31 December in the year preceding the meeting.

- c. A report by the President on the activities, achievements and failings of the Community during the past twelve months. This report may be prepared by the Secretary but it must be read to the Committee and must be approved for all its contents at a Committee meeting held in the month of January before the Annual General Meeting. A copy of the President's report must be forwarded to each member together with the notice calling the Annual General Meeting.
- d. Matters arising from the minutes of the previous Annual General Meeting, the Treasurer's report and financial statements, and the President's report.
- e. Every second year nominations shall be received for:-
 - i. Nine new members of the Committee
 - ii. Three new members of the Audit Committee.
- f. Every second year an Election Committee of five members shall be elected or appointed at the Annual General Meeting whose duty will be to carry out the Elections.
- g. Upon its election or appointment, the Election Committee will take control of the members' roll as at the date of the Annual General Meeting. It will then move for a ballot to be taken for the election of three members of the Audit Committee.
- h. If for any reason the election of the Audit Committee cannot be completed during the Annual General Meeting balloting for this Committee must be carried out simultaneously with the balloting for the Committee.
- i. Other business to be transacted at the Annual General Meeting shall be the following:-
 - i. Appointment of auditors and fixing of their remuneration.
 - ii. Any matters notified by the Committee on the notice calling the meeting.
 - iii. Any matter submitted by a member approval for discussion on which has been voted upon by a two-third majority of all members present taken by a poll.

- j. The President if present shall be entitled to preside as Chairman at all General Meetings of the Community, but if he is not present within fifteen (15) minutes after the time appointed for the holding of the general meeting or is unwilling to act the meeting shall elect another Member to be Chairman of the meeting, a simple majority sufficing, the Secretary taking the Chair for the purpose only of the election but without the right to vote.
- k. Every question submitted to a general meeting of the Community or to any meeting of the Community or any sub-committee shall be decided in the first instance by a show of hands and in the case of equality of votes the Chairman shall both on a show of hands and on a poll have a casting vote in the addition to the vote which he is entitled as a member.
- l. At any general meeting unless a poll is demanded by the Chairman or by at least five members present and entitled to vote at the meeting a declaration by the Chairman that a resolution has been carried or carried by a particular majority or lost or not carried by a particular majority and an entry to that effect in the book of proceedings of the Community 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.
- m. 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 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 the poll may be withdrawn. In case of any dispute as to the admission or rejection of a vote the Chairman shall determine the same and such determination made in good faith shall be final and conclusive.
- n. The Chairman of general meeting may with the consent of the meeting adjourn the same from time to time and from place to place but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- o. The demand for 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. No poll shall be demanded on the election of a Chairman of a meeting and a poll demanded on a question of adjournment shall be taken at the meeting without adjournment.

- p. Any general meeting at which a quorum is present may be adjourned by resolution as the meeting may determine. When a meeting is adjourned for thirty (30) days or more notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid it shall not be necessary to give any notice of an adjournment or of the business to be transacted at the adjourned meeting.

VOTES OF MEMBERS

34.

- a. A member may vote in person or by attorney and on a show of hands every person present who is a member or a representative of a member shall have one vote and on a poll every member present in person or by attorney shall have one vote.
- b. The instrument appointing the power of attorney or other authority, if any, under which it is signed or a notarial certified copy of that power of authority shall be deposited at the registered office of the Community, or at such other place within the State that is specified for that purpose in the notice convening the meeting, not less than forty-eight (48) hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote or in the case of a poll not less than twenty-four (24) hours before the time appointed for the taking of the poll and in default the instrument shall not be treated as valid.
- c. A vote given in accordance with the terms of an instrument of attorney shall be valid notwithstanding the previous death or unsoundness of mind of the principal or revocation of the instrument or of the authority under which the instrument was executed if no intimation in writing of such death unsoundness of mind or revocation as aforesaid has been received by the Community at the registered office before the commencement of the meeting or adjourned meetings at which the instrument is used.

35. No member other than Life Member shall be entitled to be present or vote at any meeting of the Community or to be elected to any office unless he shall have paid all instalments of entrance fee and annual subscription and all other moneys due to the Community at the time of such meeting.

CESSATION OF MEMBERSHIP

36. A member at any time of giving notice in writing to the Secretary may resign his membership of the Community but shall continue liable for any entrance fee or annual fee subscription and all arrears due and unpaid at the date of his resignation and for any sum not exceeding seven dollars (\$7) as a member of the Community under Clause 5 of the Memorandum of Association of the Club.
37. If any member shall refuse or neglect to comply with the provisions of the Memorandum and Articles of Association by-laws, rules or regulations of the Community or if any member shall in the opinion of the Committee be guilty of any conduct deemed by the Committee to be unbecoming of a member or prejudicial to the interest of the Community such member may be expelled by resolution of the Committee and such resolution need not state the grounds facts or opinions upon which it is based: PROVIDED:-
- a. That at least seven days before the meeting at which such resolution is passed the member concerned shall have been notified either orally or in writing, of the intended resolution and requested to be present at the meeting and that he shall at such meeting and before such resolution is passed have an opportunity of giving orally or in writing any explanation of defence he may think fit.
 - b. That seven (7) days' written notice of the meeting to consider the case of a member under this article shall be given to the members of the Committee and that the notice convening the meeting shall state that the case of the particular member or members and the question of his or their membership are to be considered.

Any resolution under this Article shall require for its passage a simple majority of the votes of the Committee Members.

38. Every person ceasing to be a member of the Community whether by retirement, expulsion, death, neglecting to pay the entrance fee or the subscription or otherwise shall forfeit ipso facto all the rights as a member of the Community but remain liable for any moneys due or payable under the provisions of Clause 5 of the Memorandum of Association.

ELECTION OF THE COMMITTEE

39.

- a. In addition to nominations for the Committee received during the Annual General Meeting nominations may be submitted in writing and addressed to the "Election Committee" within the week before and also the week after each second Annual General Meeting.
- b. Members of the Election Committee will not be eligible to nominate for the Committee.
- c. If the number of nominations received shall not exceed the number required for election then those nominated shall be declared duly elected and shall take office forthwith.
- d. If the number of nominations received shall exceed the number required to be elected then the Election Committee shall cause the ballot to be taken and for that purpose shall cause a ballot to be taken and for that purpose shall cause ballot papers to be printed containing alphabetically all names of the candidates nominated and a square shall be printed opposite each name.
- e. The election of the Committee shall be held on such date as shall be appointed by the Election Committee but shall in any event be held on a Sunday within four (4) weeks of the date of each second Annual General Meeting.
- f. The Election Committee shall in the manner provided by Article 54 notify all member who are entitle to vote of the date, time and place of the said elections.
- g. On balloting day the Election Committee shall issue a ballot paper to each member entitled to vote and who attends at the Community rooms for the purpose of voting.
- h. Each member shall vote by placing a cross in the square opposite the names of the candidates he desires to be elected. Each member shall vote for nine (9) candidates only and shall place the ballot paper in the ballot box provided by the Election Committee.
- i. The Election Committee shall cause the ballot box to be opened after six (6) o'clock in the afternoon on ballot day and shall count the votes.
- j. All ballot papers showing either more or less than nine (9) crosses shall be considered informal and not counted. All votes shown as valid ballot papers

shall then be countered and the elected candidates shall be informed thereof by the Election Committee.

- k. Until balloting is properly completed, and the results are announced by the Election Committee the retiring Committee shall remain in office.
- l. Within fourteen (14) days after the election the Election Committee shall convene a meeting of the elected Committee and the retiring Committee shall cause all books and records and other property of the Community to be handed over to the incoming Committee as stated in the inventory to be prepared and signed by all members of the retiring Committee and the incoming Committee from that moment the full control and management of the affairs of the Community shall be assumed by the incoming Committee.
- m. The Committee shall at its first meeting elect from among its members its President, Vice President, Secretary, Assistant Secretary, Treasurer and Assistant Treasurer who shall respectfully hold office for the period for which the Committee was elected.

APPEAL AGAINST ELECTION

40.

- a. Any member who is either a voter or a candidate at an election may appeal against the result of the election. Such appeal must be in writing and should be forwarded one copy to the retiring President and the original to the Election Committee setting out the grounds of the appeal. Appeals must be lodged within fourteen (14) days after the election.
- b. The appeal must then be dealt with by a Conference the participants of which shall be:-
 - i. The outgoing (or retiring) President who shall be the Chairman.
 - ii. All member of the Election Committee.
 - iii. Deleted
 - iv. The Appellant
- c. Members (i) and (ii) above shall constitute the Election Appeal Committee and their decision shall be final and binding. During the proceedings, the Appellant or Appellants shall no right to vote. Each member shall have one

vote. The Chairman shall not vote except in case of an equal split of votes then he will exercise the right of casting vote.

- d. A decision to declare an election void must be circularized to all members advising at the same time the date for a new election.

REGISTER OF MEMBERS

41. The Secretary shall keep in the Community premises:-
 - a. A register of members setting forth the names in full, occupation and addresses of all members of the Community and the date of the latest payment by each member of his subscription; and
 - b. A register of which the Secretary shall enter or cause to be entered the names and addresses and particulars of qualifications for honorary and temporary membership of all persons (not being persons whose names and other particulars have been entered in the register kept pursuant to paragraph a) of this article) who are admitted as honorary or temporary members of the Community for a limited period and the dates upon which that period commences and terminates.

MINUTES

42. The Committee shall cause minutes to be kept by the Secretary in books provided for that purpose:-
 - a. Of all appointments of officers made by the Community in general meetings or by the Committee;
 - b. Of all names of the Committee Members present and voting at each meeting of the Committee;
 - c. Of the number of members present and voting at general meetings of the Community;
 - d. Of all resolutions and proceedings at all meetings either of the Community or of all the Committee;

Such minutes shall be signed by the Chairman of the Committee or by the Chairman of the meeting at which the proceeding were held or by the Chairman of the next succeeding meeting.

FINANCIAL YEAR

43. The financial year of the Community shall commence on the first day of January and end on the last day of December each year.

AUDIT COMMITTEE AND AUDITOR

- 44.
- a. Only financial Ordinary Members shall be eligible for election to the three positions of the Audit Committee. Candidates standing for election to the Committee or members of the Election Committee shall not be eligible to become members of the Audit Committee. The Audit Committee shall carry out surprise audits at any time and shall report to the Committee any irregularities discovered in the financial records of the Community.
 - b. A complete Audit of the Community's financial records shall be carried out and completed before the end of January in each year, covering the period of twelve (12) months ended 31st December. Statements of Receipts and Payments; and Income and Expenditure as well as Balance Sheet must be ready with the Audit Committee's remarks of their correctness or otherwise to be forwarded to members with the notice for the Annual General Meeting, to be held in February in each year.
 - c. The Audit Committee shall have authority to seize any records belonging to the Community from any member at any time, provided that such action shall not be taken unless there is proof that the interest of the Community cannot be safeguarded otherwise.
 - d. The Treasurer and all other members must surrender all records belonging to the Community upon being requested to do so by the Audit Committee for the purpose of carrying out the Annual or any other audit.
 - e. Before proceeding to carry out any audit, the Audit Committee must consult with and seek the professional advice of the Community's Auditor.

- f. Upon completion of the Audit Committee's work all records and statements must be referred to the Community's Auditor for his final audit review and approval.
- g. The Committee must nominate a qualified Accountant, for appointment to the position of the Community's Auditor and submit his appointment for approval at the Annual General Meeting.
- h. The position of Auditor shall no remain vacant for any undue length of time and if necessary, a Special Meeting must be called to confirm a new appointment.
- i. The Auditor shall be responsible for the adoption of a proper method of recording the financial transactions of the Community and for this purpose the Treasurer must seek his advice whenever he has book-keeping difficulties

SICK MEMBER

45. The Committee shall twice in every year appoint a committee of three members whose duty shall be visiting sick members and other compatriots. The Committee shall from time to time retain the services of a duly qualified medical practitioner. The Committee may obtain the report of such medical practitioner with regard to any sick member and may in its discretion render monetary and other assistance to any sick or need member whom they may consider worthy of financial or other aid.

SEAL

46. The Seal of the Community shall be kept by such person and in such place and in such manner as the Committee may think fit. Such Seal shall not be affixed to any document except by the authority of a resolution of the Committee save in any case where the resolution of a General Meeting of the Community is required. The affixing of the Seal shall be attested by the President and one member of the Committee or the Secretary or lieu of either or both of the President and the Secretary by such person or persons as the Committee may appoint for the purpose or in such other was as the Committee may from time to time provide and such attestations shall be sufficient evidence of the authority to affix the Seal.

ANNIVERSARY

47. The Anniversary of the Community shall be celebrated on the day which has been adopted in Cyprus as Cyprus National Day.

FINANCE

- 48.
- a. The rate of interest payable to any member of the Community as provided by Clause 3 of the Memorandum shall be fixed by the Committee from time to time.
 - b. All money received by the Community shall be paid into the Community's Bank Accounts as soon as possible as directed by the Committee and no cash received shall be used for making any cash payments. Receipts for moneys received shall be issued promptly.
 - c. All payments must be made by cheque and must be authorized by the Committee and all cheques must be signed by both the President and the Treasurer, and full details of such approvals shall be entered in the Minute Book. If either the President or the Treasurer is not available for the purpose then any two members of the Committee shall be empowered by the Committee to sign cheques in substitution for the one them whose is unavailable.
49. Once at least in every year the Accounts of the Community shall be audited by the Community's Auditors. All books and records of the Community shall at all times be available for inspection by the Auditors.
50. No resignation or cancellation of membership under any article hereof shall relieve any member from the payment of any subscription or other money due or payable to such member at the time of such resignation or cancellation of membership or the pro rata share of any existing liability of the Community and any such proportion shall at the request of such member be determined by the Committee for the time being upon receipt of such resignation or the date of such cancellation and in that event the determination of the Committee shall be final and binding.

PETTY CASH

51. The Committee shall maintain a petty cash float of such amount in cash as is agreed to from time to time which the Treasurer shall use for payment of small expenses such as postage ad telegrams or other items as may be decided by the Committee and proper records of all expenditures from the petty cash float shall be maintained.

VALIDITY OF PROCEEDINGS

52. The proceedings of the Committee and any other body acting under these articles shall not be invalidated by reason of any default occurring in the election or qualification of any of its members.

INDEMNITY OF OFFICERS

53.

- a. To the extent permitted by the Corporations Law and subject to this article by the Community hereby indemnifies each officer of the Community on a full indemnity to another person (other than the Community), which arises out of conduct as an officer, including negligent conduct. This indemnity does not cover a liability which arises out of conduct involving a lack of good faith, wilful misconduct or gross negligence.
- b. Without limiting article 53 a, the Community hereby indemnifies each officer of the company against any liability for costs, expenses and liabilities incurred by the person:
 - i. In defending proceedings, whether civil or criminal, in which judgement is given in favour of the person or in which the person is acquitted; or
 - ii. In connection with any application in relation to such proceedings in which the court grants relief to the person under the Corporations Law.
 - iii. It is the duty of the Committee to ensure the Community's liability under these indemnities is paid out of the Community's funds.

- iv. Nothing in this article precludes the Community from paying or agreeing to pay a premium in respect of a contract insuring an officer or auditor against a liability incurred by that officer or auditor.
- v. In this article “officer” means any person occupying or who has occupied any position of the kind referred to in Section 241 (4) of the Corporations Law and includes any “eligible officer” for the purposes of section 180 of the Corporations Law.

NOTICES

54. A notice may be given by the Community to any member either personally or by sending it by post to him to his registered address or if he has no registered address within the state of New South Wales to the address if any within the said State supplied by him to the Community for the giving of notices to him.

Where a notice is sent by post, service of the notice shall be deemed to have been effected in the case of a notice convening a meeting on the day of the following that on which the same shall have been posted would have been delivered in the ordinary course of post.

If a member has no registered address within the state of New South Wales and has not supplied to the Community any address within the said state for the giving of notices to him a notice posted upon the notice board shall be deemed to be well served on such member at the expiration of twenty-four hours after it has been so posted up.

MISCELLANEOUS

55. Any heading attached to any of these Articles shall not affect the construction
56. No member shall give any money fee or gratuity or other gift or any tip to any employee of the Community in any circumstances whatsoever except in the course of a general collection approved by the Committee Members. Any breach of this Article may in the discretion of the Committee Members be deemed conduct unbecoming of

a member and prejudicial to the interests of the Community and dealt with by the Committee accordingly.

57. No visitor shall be supplied liquor on the Community's premises unless on the invitation and in the Company of a member.
58. No liquor shall be sold or supplied to any person under eighteen (18) years of age and no such person shall have or consume any liquor upon the Community's premises.
59. No person other than the Community or its members shall directly or indirectly derive any profit or advantage from the fact that the Community is or may be registered in accordance with the provisions of Part X of the Liquor Act 1982 or the Registered Clubs Act 1976 or from any added value which may accrue because of such registration to the land upon which the Community's premises are situated.
60. No person under eighteen (18) years of age shall use or operate or be allowed to use or operate poker machines in the Community premises.

We, the undersigned persons whose signature are subscribed being the subscribers to the Memorandum of Association hereby agree to the following Articles of Association

Signature of Subscribers

Witness of Signature