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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

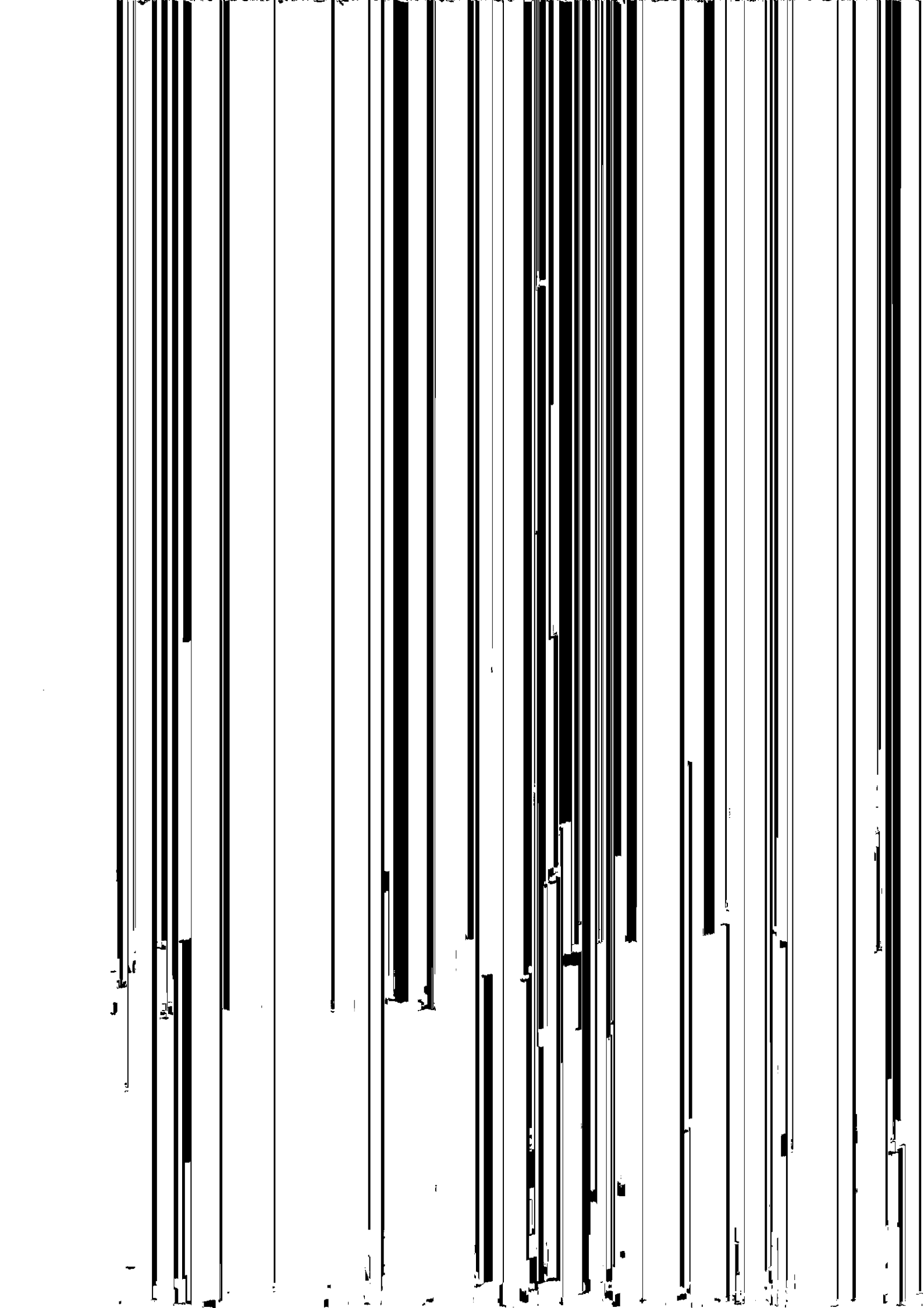
Resolved

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

Confirmed



Professor Ian Wronski
Chair
UniHealth (NQ) Limited



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2. OBJEC
3. PROPI
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9. TRANS
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11. PURCH
12. GENER
13. PROCE
14. APPOI
15. POWER
16. PROCE
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18. COMM
19. SECRET
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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:

(i) makes, or pa of the business of th

(ii) has the capa

(the term including i

"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

(a) to provide ed

(b) in order to ac the public;

(c) to provide fac

(d) to carry out, a

(e) to support JC support and a

(f) to seek and education in t

(g)

(h)

(i)

3. PROPRIETARY

3.1 The Co

(a)

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(c)

(d)

4. SHARE CAPITAL

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4.3 Subject
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5.10 The procee
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6. CALLS ON SHARES

6.1 The Direct
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(b) be p

6.2 Each Mem
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6.3 The Directc

6.4 A call is dev
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6.5 The joint hc

6.6 If a sum cal
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6.7 Any sum th
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payable und

6.8 The Directq
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6.9 The Directo
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6.10 The Directo
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6.11 For the purp

a) the r

b) if no

7. FORFEITURE OF SH

7.1 If a Membe
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8.2 A transfer
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8.3 Subject to
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- a) the
- b) any
- c) any
- d) any
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8.4 The Direct
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8.5 Shares mu.

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- b) a pe
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8.6 If the trans

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- c) the
- d) the

8.7 All shares
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8.8 If within or
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the transfer

8.9 If the trans

- a) the
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- b) the
- c) a rec
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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:
 - (ii) the ba

without obtaining t

11.2 Where the Compar to financial leases,

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14. APPOINTMENT, REI

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14.2 The number

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14.4 A Certificate
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14.5 A Certificate

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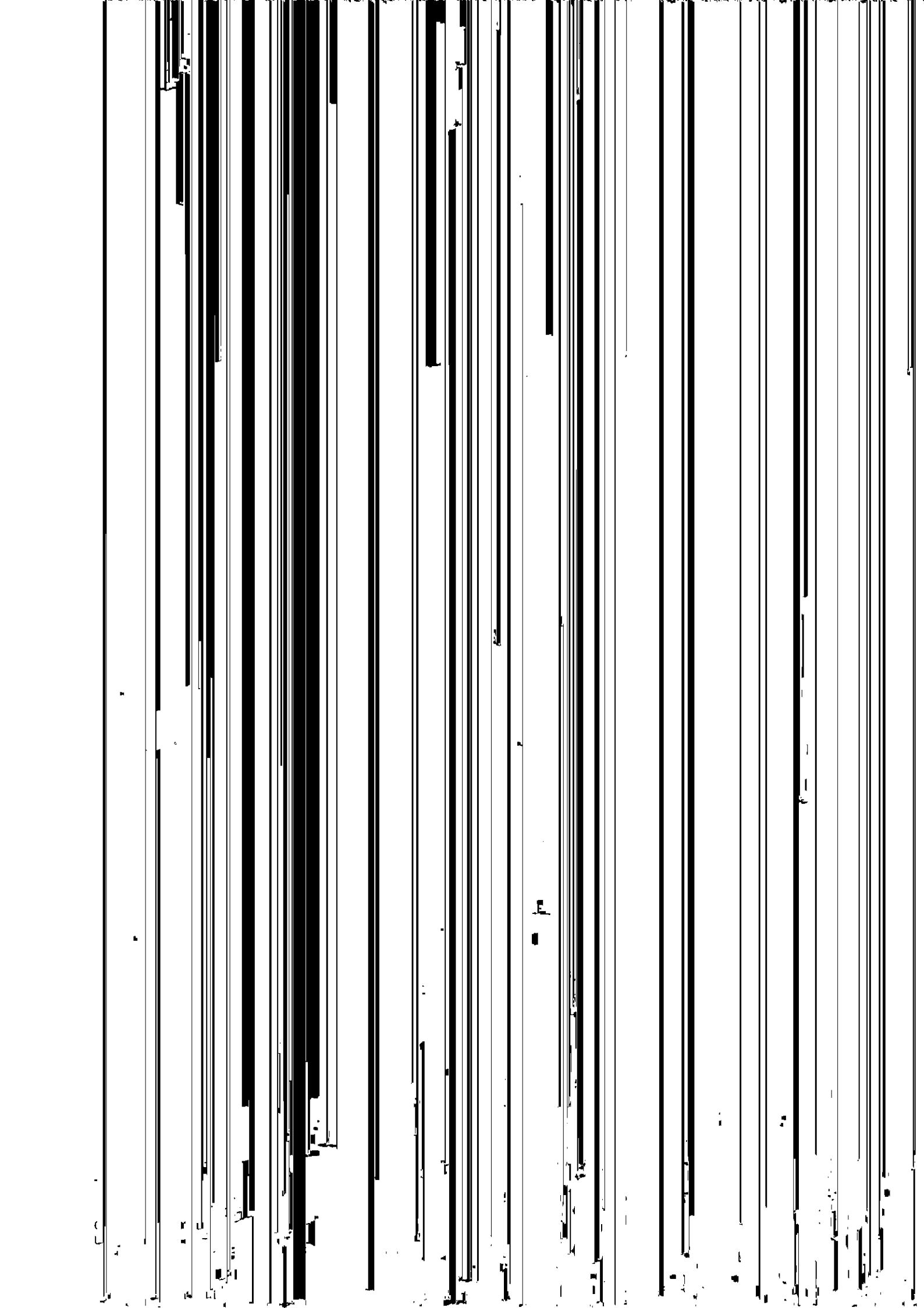
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16.5 The chair of the

16.6 Where a meetin

a) a chair of

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16.7 In this Constitu
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b) each of
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c) at the cor
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16.8 A Director takin
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16.9 The minutes of a
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16.10 Subject to this ()
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16.11 If there is an equ
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16.12 If all Directors w
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16.13 For the purposes

(a) they have

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16.14 For the
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16.15 A refer
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16.17 All acts
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17. DIRECTOR'S C

17.1 If a Dir
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17.2 Where
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18. COMMITTEE

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19. SECRETARY

19.1 Witho

19.2 A Secr
Directo

20. SEAL

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21. INSPECTION C

21.1 Subject

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

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

(a) inspect any accounting record

(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, on a written request, to:

21.5 Where the Company is a Controlled Company, on a 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 in relation to all affairs of the Company is 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.

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.

23.3 A notice
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- a) i
- b) i

23.4 A notice
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23.5 A notice
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- b) s
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24. INDEMNITY

24.1 Every o
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- b) i
- c) i
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25. DIVIDENDS AND

25.1 The Cor
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25.2 For the
furtherance
Member

26. WINDING UP

26.1 In the ex
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(b)

27. GOVERNANCE

27.1 Who are responsible for the constitution?

(a)

(b)

27.2 Who are responsible for the governance of the company?

27.3 The Board of Directors shall be responsible for the governance of the company in accordance with the constitution.

28. FINANCIAL STATEMENTS

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

29. CHANGE TO CONSTITUTION

29.1 When can the constitution be amended?

30. AUDITOR

30.1 When can the auditor be removed or replaced?