MEMORANDUM

AND

ARTICLES OF ASSOCIATION

OF

THE PRESBYTERIAN SCHOOL OF ST. ANDREW LIMITED

[Amended and current as at the 12th day of August 1996]

G.D. Lawry,
Solicitor,
4 Sythney Court,
SURREY HILLS, VICTORIA. 3127
CORPORATIONS LAW

COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A CAPITAL
DIVIDED INTO SHARES

MEMORANDUM OF ASSOCIATION

OF

THE PRESBYTERIAN SCHOOL OF ST. ANDREW LIMITED

1. The name of the company is The Presbyterian School of St. Andrew Limited ("the Company").

2. The Company is established for charitable objects and purposes only, existing for educational purposes in connection with the Presbyterian Church of Victoria, and the following objects shall have effect accordingly.

3. (1) The objects for which the Company is incorporated are-

(a) to provide for children a pre-school, sub-primary, primary and secondary education of a general nature consistent with the teachings of Christianity including religious instruction and education in the Holy Scriptures of the Old and New Testaments interpreted not inconsistently with the doctrinal basis of the Presbyterian Church of Victoria;

(b) to carry on, conduct and manage a school to be known as St. Andrews Christian College ("the School") subject to and consistently with the provisions hereof;
(c) to encourage each student of the School to achieve the highest standard of which he is capable in all his activities and the full development of the personality and sense of responsibility of each student and respect for others and capacity to work with them so as to promote the development of Christian ideals of citizenship, personal character and spirit of reverence in the entire life and work of the School;

(d) subject to the provisions hereof, to provide for the students of the School regular opportunities for religious observance and worship - which in form shall be not inconsistent with the usages of the Presbyterian Church of Victoria from time to time;

(e) for the purpose of the foregoing, to provide the necessaries and conveniences, and such means of recreation, as the Council (as hereinafter defined) for the time being may think expedient for all or any of the students of the School and the staff of the School.

(2) For the sole purpose of carrying out (whether directly or indirectly) the objects specified in sub-clause (1) the Company has power -

(a) to purchase, take on lease, building lease, licence or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges and in particular any land, buildings, fences, easements, machinery, vehicles, plant or stock, which may be deemed necessary or convenient for any of the purposes of the Company;
(b) to construct, improve, maintain, develop, work, design, manage, carry out, alter or control any buildings, classrooms, libraries, offices, laboratories, gardens, recreational facilities, works, ways, stores and other works and conveniences necessary or convenient for any purposes of the Company and to equip, furnish, maintain, alter, repair and reconstruct any of the same as may be required from time to time;

(c) to found, endow and grant scholarships, bursaries and exhibitions with the School itself or at any University or other tertiary institution but in such latter cases only for those who are or have been students of the School and to provide and award prizes for students of the School;

(d) to receive money on deposit and to accept gifts, subscriptions, guarantees and donations (whether of real or personal property) and devises and bequests for all or any of the purposes of the Company and whether subject to any special trusts or not and either with or without a conditional right of repayment;

(e) to take such steps by personal or written appeals, public meetings, or otherwise as may from time to time be deemed expedient to procure contributions to the funds of the Company in the form of donations, annual subscriptions or otherwise and to engage and pay whether by salary, fee, commission or otherwise any person or organization to raise or assist in the raising of funds for the Company;
(f) to determine scales of fees to be paid for pupils attending the School and the conditions under which exemptions from payment of fees may be granted;

(g) to invest and deal with any funds of the Company not immediately required and to hold and deal in shares, debentures or other securities;

(h) to enter into any arrangement with any Government or authority, supreme, municipal, local or otherwise that may seem conducive to the objects of the Company or any of them; and to obtain from any such Government or authority any rights privileges and concessions which the Company may think it desirable to obtain; and to carry out exercise and comply with any such arrangements, rights, privileges and concessions;

(i) to manage, improve, develop, exchange, lease, settle, mortgage, place under option, sell (as a going concern or otherwise) dispose of, turn to account, or otherwise deal with either absolutely conditionally or for any limited interest, all or any part of the undertaking property and rights of the Company for such consideration as the Council may think fit with power on any sale to allow any time or times for the payment of the whole or any part of the purchase money arising from such sale either with or without interest in the meantime and if with interest then at such rate or rates as the Council may think fit and either with or without security and if with security then with such security as the Council may think fit;
(j) to grant, create and transfer or reserve such easements of way, drainage or support or any other easements of any kind whatsoever over upon or affecting the property of the Company or any part or parts thereof as to the Council may appear necessary or expedient and to surrender or accept the surrender of any easement;

(k) to raise or borrow money in such manner and upon such security (if any) as the Council shall think fit and in particular upon the security of any mortgage or charge over all or any part of the Company's property and rights (both present and future) or by the issue of debentures charged or not upon all or any part of the Company's property and rights (both present and future) and generally with such rights and upon such terms and conditions in all respects as the Council may think fit and to purchase redeem to pay off such securities and re-issue the same;

(l) to make, draw, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading and other negotiable or transferable instruments;

(m) to undertake and execute any trust the undertaking of which may seem to be in the interests or for the benefit of the Company either directly or indirectly or in furtherance of any of the objects of the Company;

(n) to appoint, employ, remove or suspend such teaching staff (including but without limiting the generality of the foregoing, the
head teacher of the School who shall be known and described as "the Principal" or by such other name or description as the Company may from time to time determine), and other persons as may be necessary or convenient for the purposes of the Company;

(o) to establish and support or aid in the establishment and support of or to contribute to associations, institutions, funds, trusts and conveniences calculated to benefit employees or past employees of the Company or the dependents or connections of any such persons (without restricting the generality of the foregoing such funds may be pension, superannuation or endowment funds or funds of any other of the described kinds whatsoever); to grant pensions and allowances; to make payments towards insurance;

(p) in furtherance of the objects of the Company to lend money to such persons or companies as may seem expedient and to guarantee the performance of contracts debts or obligations by any such person or companies;

(q) to make payments or donations to any company association or school or other body for purposes associated with the objects of the Company;

(r) to make payments for information or advice given or for services of any kind rendered or to be rendered to the Company or with which the Company may be directly or indirectly interested;
(s) to print and publish any newspapers, periodicals, books or leaflets that may be thought desirable for the promotion of the objects of the Company; and

(t) to do all such things requisite for the conduct of the School as are incidental or conducive to the attainment of all or any of the objects of the Company and the exercise of all or any of the powers of the Company.

(3) The provisions of the Third Schedule to the Companies Act 1961 (Vic) or any equivalent or similar Schedule contained in the Corporations Law shall not apply to the Company and this Clause shall be read and construed without reference to the provisions of that Schedule.

(4) The Company 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 Company would make it a trade union within the meaning of the Trade Unions Act 1958 (Vic).

(5) Unless the context or subject matter is inconsistent therewith words signifying the singular number shall be deemed and taken to include the plural and vice versa, and words importing one gender shall be deemed to include the others.

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 members of the Company PROVIDED THAT nothing herein contained prevents the payment in good faith of -

(a) remuneration to any officers or servants of the Company or to any member of the Company in return for any services actually rendered to the Company nor for goods supplied in the ordinary and usual way of business;

(b) interest at a rate not exceeding the rate for the time being fixed for the purposes of this clause by the Articles of Association on money borrowed from any member of the Company; or

(c) reasonable and proper rent for premises demised or let by any member to the Company,

but so that no member of the Council of the Company shall be appointed to any salaried office of the Company or any office of the Company paid by fees and that no remuneration or other benefit in money or money's worth shall be paid or given by the Company to any member of the Council except repayment of out-of-pocket expenses and interest at the rate aforesaid on money lent or reasonable and proper rent for premises demised or let to the Company.

5. The liability of the members of the Company is limited.

6. Every member of the Company undertakes to contribute to the assets of the Company in the event of its being wound up while he is a member, or within one year after he ceases to be a member, 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 contributories among themselves, such amount as may be required, not exceeding fifty dollars ($50).

7. If upon the winding up or dissolution of the Company there remains, after satisfaction of all debts and liabilities, any property whatsoever, the same shall not be paid to or distributed amongst members of the Company but shall be given or transferred to some organisation having objects similar to those of the Company and which shall prohibit the distribution of its income and property amongst its members to an extent at least as great as is imposed on the Company under clause 4 hereof, such organisation to be determined by the Presbyterian Church of Victoria at or before the time of dissolution.

8. True accounts shall be kept of the sums of money received and expended by the Company and the matter in respect of which such receipt and expenditure takes place, and of the assets and liabilities of, and funds held in trust by the Company and subject to any reasonable restrictions as to time and manner of inspecting the same that they may be imposed in accordance with the Articles of Association for the time being in force shall be open to the inspection of the members of the Company. Once at least in every year the accounts of the Company shall be examined by one or more registered Company auditor or auditors who shall report to the members of the Company in accordance with the provisions of the Corporations Law.
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.

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>Occupation</th>
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<tbody>
<tr>
<td>Grant Dawborn Lawry</td>
<td>4 Sythney Court, Surrey Hills</td>
<td>Solicitor</td>
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<tr>
<td>Mary Ruth Tweeddale Orme</td>
<td>439 Camberwell Road, Camberwell</td>
<td>Married Woman</td>
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<tr>
<td>G.D. Lawry (sgd)</td>
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<td>(Witness to all signatures)</td>
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<tr>
<td>Allan MacDonald Harman</td>
<td>45 Kent Road, Surrey Hills</td>
<td>Professor of Theology</td>
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<td>A.M. Harman (Sgd)</td>
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<tr>
<td>Judith Anne Gray</td>
<td>45 Barton Street, Surrey Hills 3127</td>
<td>Kindergarten Teacher</td>
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<tr>
<td>Judy Gray (Sgd)</td>
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<tr>
<td>Barrie John MacLachlan Orme</td>
<td>439 Camberwell Rd., Camberwell</td>
<td>Medical Practitioner</td>
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<tr>
<td>B.J.M. Orme (Sgd)</td>
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</tbody>
</table>
Dorothy Joan Andrew
12 Carawatha Road
Doncaster
Infant Welfare Sister

D.J. Andrew (Sgd)

DATED this tenth day of May 1982