

MEMORANDUM AND ARTICLES OF
ASSOCIATION OF

VIETNAM FOUNDATION LIMITED

▪ PHILLIPS FOX ▪

SOLICITORS

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OF VIETNAM FOUNDATION LIMITED

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CORPORATIONS LAW

A Company Limited by Guarantee

MEMORANDUM OF ASSOCIATION

of

VIETNAM FOUNDATION
LIMITED
(ACN 071 999 838)

1. NAME

The name of the Company is "VIETNAM FOUNDATION LIMITED".

2. DEFINITIONS AND INTERPRETATION

2.1 Definitions

In this Memorandum of Association:

"Board" means the board of directors of the Company;

"Commission" means the Australian Securities Commission;

"Company" means Vietnam Foundation Limited
(ACN 071 999 838);

"Developmental Aid Projects" means those projects incidental to the relief of poverty and sickness in Vietnam including but not limited to:

- (a) the transfer of capital, equipment, technology, knowledge and skills to Vietnam; and
- (b) other assistance for the provision of relief to the poor, sick and underprivileged and to promote sustainable economic development;

"Director" means a director of the Company for the time being;

"Fund" means The Vietnam Help Fund;

"Member" means a person who is a member of the Company for the time being.

2.2 Interpretation

2.2.1 In this Memorandum of Association, unless the contrary intention appears:

- (a) words importing any gender include all other genders;
- (b) words importing persons include bodies corporate, unincorporated associations and trusts;
- (c) words importing the singular include the plural and vice versa; and
- (d) a reference to a statute (or to a provision of a statute) means the statute or provision as modified or amended and in operation for the time being or any statute or provision enacted in lieu thereof and includes any regulation or rule for the time being in force under the statute or provision.

2.2.2 Division 10 of Part 1.2 of the Corporations Law applies to this Memorandum of Association as if it was an instrument made under the Corporations Law as in force on the date on which this clause became effective.

2.2.3 Except where the contrary intention appears in this Memorandum of Association, an expression has, in a provision of this Memorandum of Association which deals with a matter dealt with by a relevant provision of the Corporations Law, the same meaning as in that provision of the Corporations Law.

2.2.4 Headings are inserted for convenience only and do not affect the construction of this Memorandum of Association.

3. OBJECTS

The objects of the Company are:

- (a) to maintain, operate and manage a fund to be named "The Vietnam Help Fund";
- (b) to raise money both through public donations and through government assistance to provide and fund Developmental Aid Projects in Vietnam;
- (c) to provide financial assistance, low interest loans and other assistance to needy and disadvantaged individuals, family groups, or community groups in Vietnam, especially those living in rural areas, in order to assist them to establish small businesses and improve living standards;
- (d) to provide funds for rural projects to create job opportunities, increase food production, and improve the

education, health, sanitation and living standards of the rural population;

- (e) to provide funds for the construction of medical centres and schools and the procurement of medical and teaching equipment and facilities;
- (f) to support public education campaigns to promote birth control, disease prevention, sanitation, healthy lifestyles and conservation of natural resources and the environment;
- (g) to provide scholarships for the education of poor children and for trainee teachers and health workers, particularly those in remote parts of Vietnam;
- (h) to provide funds for projects, research programmes, studies or activities whose objectives are to reduce poverty, facilitate and encourage economic development of rural areas, improve health, education, economic and social conditions of the poor and underprivileged, to encourage self-sufficient settlement in rural areas and to introduce knowledge and technology to benefit the population of Vietnam;
- (i) to provide emergency financial and other relief to victims of natural calamities;
- (j) to carry out research and development activities and participate in research and development projects for the furtherance of the objects of the Company;
- (k) to establish and maintain relations with bodies having similar objects elsewhere in Australia or overseas;
- (l) to take such steps by personal or written appeals, private meetings, public meetings, representations to the Australian federal or state parliaments and other bodies as may be deemed expedient to promote any of the objects of the Company;
- (m) to raise money to further the aims of the Company and to secure sufficient funds for the purposes of the Company; and
- (n) to do all such things as are incidental or conducive to the attainment of all or any of the objects of the Company.

4. POWERS

4.1 Solely for the purpose of carrying out the objects of the Company and not otherwise, and subject to clauses 4.2 and 4.3, the Company has the following powers:

- (a) to subscribe to, become a member of and co-operate with or

amalgamate with any other association or organisation, whether incorporated or not, whose objects are similar to those of the Company, provided that the Company shall not subscribe to or amalgamate with any association or organisation unless the constituent documents of such association or organisation prohibit the distribution of its income and property among its members to an extent at least as great as that imposed on the Company under or by virtue of clause 5 of this Memorandum of Association;

- (b) to make grants of money and other property on such terms and conditions as the Board may think fit to any other association or organisation the constituent documents of which prohibit the distribution of income and property among their members to an extent at least as great as that imposed on the Company pursuant to clause 5 of this Memorandum of Association;
- (c) to purchase, take on lease or exchange, hire and otherwise acquire any lands, building, easement or property, real and personal, and any rights or privileges which may be requisite for the purposes of, or capable of being conveniently used in connection with, any of the objects of the Company, provided that in case the Company shall take or hold any property which may be subject to any trusts the Company shall only deal with the same in such manner as is allowed by law having regard to such trusts;
- (d) to acquire either by purchase or otherwise any patents, trade marks, copyrights or licences and to grant or accept licences to use patents, trade marks, copyrights, designs or secret processes;
- (e) to enter into any arrangements with any government or authority, supreme, municipal, local, or otherwise, that may seem conducive to the Company's objects 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;
- (f) to appoint, employ, remove or suspend staff and other persons as may be necessary or convenient for the purposes of the Company on such terms and conditions (including the provision of superannuation benefits) as the Board considers fit;
- (g) to establish rules of conduct for persons whose services are retained by the Company;
- (h) to establish and support or aid in the establishment and

support of associations, institutions, funds, trusts and conveniences calculated to benefit employees or past employees of the Company or the dependants or connections of any such persons; and to grant pensions and allowances; and to make payments towards insurance; and to subscribe or guarantee money for charitable or benevolent objects, or for any public, general or useful object;

- (i) to construct, improve, maintain, develop, work, manage, carry out, alter, or control any houses, buildings, grounds, works or conveniences which may seem calculated directly or indirectly to advance the Company's interests, and to contribute to, subsidise, or otherwise assist and take part in, the construction, improvement, maintenance, development, working, management, carrying out, alteration, or control thereof;
- (j) to invest and deal with money of the Company not immediately required in such manner as the Board thinks fit;
- (k) to borrow or raise or secure the payment of money in such manner as the Company may think fit and secure the same or the repayment or performance of any debt, liability, contract, guarantee or other engagement incurred or to be entered into by the Company in any way and in particular by the issue of debentures, perpetual or otherwise, charged upon all or any of the Company's property (both present and future), and to purchase, redeem, or pay off such securities;
- (l) to make, draw, accept, endorse, discount, execute and issue cheques, promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable, or transferable, instruments and also to effect policies of insurance and to endorse and negotiate the same;
- (m) to sell, improve, manage, develop, exchange, lease, dispose of, turn to account, or otherwise deal with, all, or any part, of the property and rights of the Company;
- (n) to take or hold mortgages, liens, and charges to secure payment of the purchase price, or any unpaid balance of the purchase price, of any part of the Company's property of whatsoever kind sold by the Company or any money due to the Company from purchases and others;
- (o) to take any gift of property, whether real or personal and whether subject to any special trust or not, for any one or more of the objects of the Company but subject always to the proviso in paragraph (a) of this clause 4.1;
- (p) to undertake all manner of fund raising activities including

to take such steps by person or written appeals, public meetings, or otherwise, as may from time to time be deemed expedient for the purpose of procuring contributions to the funds of the Company in the shape of donations, annual subscriptions or otherwise;

- (q) to print and publish any newspapers, periodicals, books or leaflets that the Company may think desirable for the promotion of its objects;
- (r) to purchase or otherwise acquire and undertake all or any part of the property, assets, liabilities and engagements of any one or more of the companies, institutions, societies, or associations with which the Company is authorised to amalgamate;
- (s) to transfer all or any part of the property, assets, liabilities and engagements of the Company to any one or more of the companies, institutions, societies, or associations with which the Company is authorised to amalgamate;
- (t) to make donations for charitable purposes;
- (u) to undertake any business incidental to the activities and operations of the Company;
- (v) to undertake and execute any trusts;
- (w) to pay all cost charges and expenses of the promotion and establishment of the Company;
- (x) to give any guarantee and/or indemnity, either with or without security, for the payment of any money or the performance of any obligations or undertakings by any person; and
- (y) to do all things as are incidental or conducive to the attainment of any of the objects of the Company.

4.2 The powers set out in section 161(1) of the Corporations Law shall not apply to the Company except insofar as they are provided for in this clause 4.

4.3 Nothing in clause 4.1 shall permit the Company to support with its funds any activity or endeavour to impose on or procure to be observed by its members, its employees or others any regulations or restrictions which if an object of the Company would make them a trade union.

5. NO PROFITS FOR MEMBERS

5.1 The income and property of the Company shall be applied solely towards the promotion of the objects of the Company as set out in this Memorandum of Association.

5.2 No income or property of the Company shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise, to any Member.

5.3 Nothing in this clause 5 of this Memorandum of Association shall prevent:

(a) the payment in good faith of:

(i) remuneration to any officers or employees of the Company for services actually rendered to the Company;

(ii) an amount to any member of the Company in return for any services actually rendered to the Company or for goods supplied in the ordinary and usual course of business;

(iii) interest (at a rate not exceeding any rate which may at any time be fixed for the purpose of this paragraph in accordance with the Articles of Association) on money borrowed from any Members; or

(iv) reasonable and proper rent for premises let by any Member to the Company; or

(b) the Company from providing services or information to the Members on terms which are different from the terms pursuant to which services or information is provided to persons who are not Members.

5.4 No remuneration or other benefit in money or money's worth shall be paid or given by the Company to any Director except:

(a) reimbursement of out-of-pocket expenses;

(b) interest on money lent (as provided in clause 5.3(a)(iii)); or

(c) reasonable and proper rent for premises let to the Company.

5.5 No Director shall be appointed to any salaried office of the Company or any office of the Company paid by fees and no holder of such an office shall be appointed as a Director.

6. LIABILITY OF MEMBERS

6.1 The liability of the Members is limited.

6.2 Every Member undertakes to contribute to the assets of the Company in the event that it is wound up during the time that he is a Member, or within one year afterwards, for payment of the debts and liabilities of the Company contracted before the time at which he ceases to be a Member and of the costs, charges and expenses of winding up the Company and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding fifty dollars (\$50.00).

7. AMENDMENTS

No addition, alteration or amendment shall be made to or in this Memorandum of Association or to the Articles of Association of the Company for the time being in force, unless the same shall have been previously submitted to and approved by the Commission.

8. IMPOSITION OF FURTHER CONDITIONS

Clauses 3, 4, 5, 7 and 9 of this Memorandum of Association contain conditions upon which a licence is granted by the Commission to the Company. In pursuance of the provisions of the said clauses the Commission may from time to time, on giving notice to the Company of its intention to do so, and after affording the Company an opportunity of being heard in opposition thereto, within such time as may be specified in such notice, impose further conditions which shall be duly observed by the Company.

9. SURPLUS ASSETS ON WINDING UP OR DISSOLUTION

If upon the winding up or dissolution of the Company there remains, after satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to nor distributed among the Members, but shall be given or transferred to some other institution or company having objects similar to the objects of the Company, and whose constituent documents prohibit the distribution of its income and property among its members on terms substantially to the effect of clause 5 of this Memorandum of Association, such institution or institutions to be determined by the Members at or before the time of the winding up or dissolution of the Company and in default of any determination by the Supreme Court of New South Wales.

10. KEEPING OF ACCOUNTS

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 property, credits and liabilities of the Company and, subject to any reasonable restrictions as to the name and manner of inspecting the same that 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. Once at least in every year, the accounts of the Company shall be examined by one or more properly qualified auditor or auditors who shall report to the Members in accordance with the provisions of the Corporations Law.

11. MAINTENANCE OF SEPARATE FUNDS

11.1 The Company shall at all times maintain a fund with a separate bank account to be named "The Vietnam Help Fund".

11.2 The Company may invite members of the public to contribute to the Fund and moneys received from public donations shall at all times be identified and accounted for.

11.3 All moneys received by the Company in respect of the Fund shall at all times be kept separate and shall be deposited as soon as practicable and without deduction to the credit of the Fund's bank account.

11.4 The name of the fund shall appear on all receipts issued by the Company to donors.

11.5 The Company shall at all times maintain a separate set of accounting records for the fund.

11.6 Moneys in the Fund shall be used by the Company exclusively in pursuance of its objects of funding and providing Developmental Aid Projects in Vietnam.

12. ORIGINAL SUBSCRIBERS

The full names and addresses and occupations of the subscribers hereto are:

Duong Tan Trung
126 Northwest Arm Road
Grays Point NSW 2232
Engineer

Thuy Mai-Viet
13 Houston Road
Kensington NSW 2033
Engineer

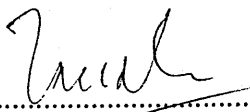
Ngoc Lan Le
 126 Northwest Arm Road
 Grays Point NSW 2232
 Social worker

Thanh Tam Mai-Viet
 13 Houston Road
 Kensington NSW 2033
 Computer programmer

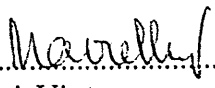
Tran Van Quan
 29 Margaret Street
 Petersham NSW 2049
 Engineer

WE, the several persons whose names and addresses are subscribed wish to be formed into a company in pursuance of this Memorandum of Association.

Signatures of Subscribers

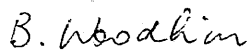


 Duong Tan Trung

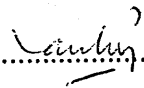


 Thuy Mai-Viet

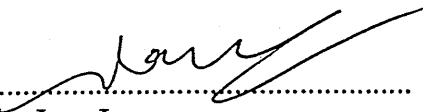
Witness to Signatures



 Witness
 Name: BEVERLEY WOODKIN
 Address: 36 PEPPERMINT GROVE
 ENGLAND 2233
 Occupation: RECEPTIONIST

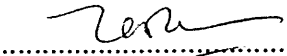
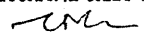


 Witness
 Name: VAN BEN DAN
 Address: 282 GARDENERS RD
 ROSEBERY
 Occupation: ENGINEER


.....
Ngọc Lan Le


B Woodhew
.....
Witness
Name: BEVELLEY WOODHILL
Address: 36 PEPPERMINT CR
ENGLAND 2233

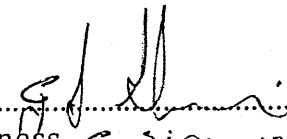
Occupation: RECEPTIONIST


.....
Thank Tam Mai-Viet

.....

Vanhuy
.....
Witness
Name: VAN BONG DANH
Address: 282 GARDENERS RD
ROSEBERY

Occupation: ENGINEER.


.....
Tran Van Quan


.....
Witness G. STOMINSKI
Name:
Address: 160 BRISBANE ST
ST. MARYS

Occupation: SUPERVISOR

DATED the 8 day of December 1995

