

NGARLUMA AND YINDJIBARNDI FOUNDATION LIMITED

CONSTITUTION

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CORPORATIONS ACT OF WESTERN AUSTRALIA

A COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

CONSTITUTION OF

NGARLUMA AND YINDJIBARNDI FOUNDATION LIMITED

1. INTERPRETATION

1.1 Replaceable Rules do not apply

None of the Replaceable Rules contained in the Corporations Act apply to the Company.

1.2 Definitions

In this Constitution unless the context otherwise requires:

"Compensation Application", "Compensation Claim Group", "Native Title Claim Group", "Native Title Determination Application" and **A Registered Native Title Claimant** have the same meaning as they have in the Act.

"Act" means the *Native Title Act* 1993 (Cth) as amended.

"Agreement" means the Agreement relating to Native Title and Grants of Interests in Land made 22 December 1998 between the North West Shelf Joint Venturers and Woodside Energy Limited and the Ngarluma and the Yindjibarndi people", as amended from time to time.

"Beneficiaries" means the Ngarluma people and the Yindjibarndi people and the members of the Regional Aboriginal Community from time to time.

"Board" means a committee of Directors formed in accordance with Clause 6.2 or 6.3.

"business day" means a day that is not a Saturday, Sunday or public holiday in Western Australia.

A **Child Member** means the persons who are accepted as child members of the Foundation in accordance with Clause 4.3.

"Commencement of Expansion" has the same meaning as in the Agreement.

"Company Secretary" means the person appointed as the Company Secretary in accordance with the provisions of Clause 6.14.

"Constitution" means this constitution and all supplementary, substituted or amended constitutions in force at the relevant time.

"Convener" means the Director who presides over Board Meetings and General Meetings in accordance with Clause 9.4.

"Corporations Act " means the Corporations Act and any modification, amendment or re-enactment of it.

"Director" includes any person occupying the position of a director of the Foundation, but not an associate director.

"Directors" means all people who occupy the position of Director for the time being or any number of them as have authority to act for the Foundation.

"Finance Director" means a Director appointed in accordance with Clause 6.8.

"Foundation" means Ngarluma and Yindjibarndi Foundation Limited.

"Foundation Office" means the registered office of the Foundation.

"Foundation Region" means the land and waters shown on the map in Annexure F.

"General Meeting" means a meeting called in accordance with Clause 5.3, an Annual General Meeting or a Progress Report Meeting.

"Independent Director" means a Director appointed in accordance with Clause 6.6.6

"Members" means the persons who are members of the Foundation in accordance with Clause 3.1.

"Ngarluma and Yindjibarndi claims" means the Native Title Determination Applications WAG 6017, WAG 6018 of 1998, WAG 6004 of 2003, WAG 6005 of 2003 and any other Native Title Determination Application or Compensation Application determined, by the Board or by the Members at a General Meeting in accordance with Clause 3.11, to be Ngarluma and Yindjibarndi claims.

"Ngarluma Directors" means the Directors elected in accordance with Clauses 6.5(j)(i) and 6.5(j)(ii), or 6.5(k)(i).

"Ngarluma Elders" means a group of persons descended from the Ngarluma people who are recognised by the Ngarluma people as carriers of Ngarluma law.

"Ngarluma people" means persons of Aboriginal descent who are accepted by the Ngarluma Aboriginal Corporation as being Ngarluma people and a Ngarluma Person is one of the Ngarluma people shown in the register of Members of that Group.

"persons of Aboriginal descent" has the same meaning as in the Aboriginal Affairs Planning Authority Act 1972 (WA).

"Property" has the meaning defined in Section 9 of the Corporations Law.

"Regional Aboriginal Community" means all Aboriginal and Torres Strait Islander people having a traditional connection with or permanently resident in the Foundation Region for at least five years immediately prior to the receipt of any benefit from the Foundation.

"Register of Child Members" means the register of Child Members of the Foundation to be kept in accordance with Clause 6.14(d).

"Register of Members" means the register of members of the Foundation to be kept in accordance with the Corporations Act and showing whether the relevant member is a Ngarluma Person or Yindjibarndi Person.

"Seal" means the common seal of the Foundation referred to in section 123 of the Corporations Law.

"State" means the State of Western Australia.

"Trust" means the Ngarluma and Yindjibarndi Foundation Trust.

"Woodside" means Woodside Energy Ltd (ACN 005 482 986) which is the operator of the North West Shelf Gas Project.

"Yindjibarndi Directors" means the Directors elected in accordance with Clauses 6.5(j)(iii) and 6.5(j)(iv), or 6.5(k)(ii).

"Yindjibarndi Elders" means a group of persons descended from the Yindjibarndi people who are recognised by the Yindjibarndi people as carriers of Yindjibarndi law.

"Yindjibarndi people" means a group of persons of Aboriginal descent who are accepted by the Yindjibarndi Aboriginal Corporation as being Yindjibarndi People and a Yindjibarndi Person is one of the Yindjibarndi People shown in the Register of Members as a member of that group.

1.3 **Construction**

In this Constitution unless the context otherwise requires:

- (a) words (including defined expressions) importing the singular include the plural and vice versa;
- (b) words (including defined expressions) importing any gender include the other genders;
- (c) words (including defined expressions) importing persons include corporations and bodies politic;
- (d) a reference to a statute ordinance, code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them (whether of the same or any other legislative authority having jurisdiction);
- (e) references to writing include any mode of representing or reproducing words in tangible and permanently visible form and includes telegram, telex and facsimile transmissions;
- (f) reference to a month and cognate terms means a period commencing on any day of a calendar month and ending on the corresponding day in the next succeeding calendar month but if a corresponding day does not occur in the next succeeding calendar month the period ends on the last day of the next calendar month;

- (g) references to this Constitution include its schedules and annexures; and
- (h) subject to the foregoing, an expression used in this Constitution has the same meaning as it has in the Corporations Law.

1.4 **Headings**

Headings do not affect the interpretation of this Constitution.

2. **OBJECTS AND POWERS**

2.1 **Objects**

The objects for which the Foundation is established are to promote the interests of the Beneficiaries and particularly the Ngarluma people and the Yindjibarndi people by:

- (a) creating and operating initiatives for the social, cultural, economic, business and educational development of the Beneficiaries;
- (b) creating and operating initiatives for the health and wellbeing of the Beneficiaries;
- (c) without in any way limiting the objects set out in paragraphs (a) and (b) above:
 - (i) developing, maintaining and providing all forms of assistance for the education, advancement and training of the Beneficiaries including the provision of facilities and educational and training programmes;
 - (ii) preserving and enhancing the spoken languages of the Beneficiaries and developing literacy programmes in those languages and developing literature and art consistent with the culture of the Beneficiaries;
 - (iii) developing, encouraging, maintaining and assisting in the provision of health facilities;
 - (iv) developing business enterprises for the benefit of the Beneficiaries, transferring those business enterprises to the Beneficiaries on just terms, assisting the Beneficiaries in evaluating business opportunities, acquiring business and management skills and helping the Beneficiaries develop successful business enterprises;
 - (v) developing, encouraging, maintaining and supporting social development programmes.

2.2 **Powers**

- (a) Subject to the Corporations Act and this Constitution, the Foundation has the legal capacity of a natural person.
- (b) The powers of the Foundation to pursue its objects are:
 - (i) the powers set out in section 124 of the Corporations Act;
 - (ii) to undertake the office of and act as trustee of the Trust or any other trust;

- (iii) to collect and receive funds, property and other assets from any person, government or regulatory authority and to apply those funds, property and other assets in pursuit of the objects of the Foundation;
- (iv) to purchase, take on lease or in exchange, hire and otherwise acquire any real or personal property and any rights or privileges which may be required for the purposes of, or which may be conveniently used in connection with, any of the objects of the Foundation provided that in case the Foundation takes or holds any property which may be subject to any trusts, the Foundation must only deal with that property in the manner allowed by trusts law;
- (v) to enter into any arrangements with any government or regulatory authority that may seem conducive to the Foundation's objects; and to obtain from that government or authority any rights, privileges and concessions which the Foundation may think it desirable to obtain; and to carry out, exercise and comply with those arrangements, rights, privileges and concessions;
- (vi) to appoint, employ, remove or suspend any employees or independent consultants that are necessary or convenient for the Foundation to pursue its objects;
- (vii) to make payments towards insurance;
- (viii) to subscribe or guarantee money for charitable or benevolent objects;
- (ix) 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 Foundation's interest, 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;
- (x) to invest and deal with the money of the Foundation not immediately required in the manner permitted by law for the investment of trust funds;
- (xi) to borrow or raise or secure the payment of money in such manner as the Foundation may think fit and to 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 Foundation in any way and in particular by the issue of debentures, perpetual or otherwise, charged upon all or any of the Foundation's property (both present and future), and to purchase, redeem or pay off any such securities;
- (xii) to make, draw, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading and other negotiable or transferable instruments;
- (xiii) in furtherance of the objects of the Foundation 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 Foundation;

- (xiv) 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 Foundation's property of whatsoever kind sold by the Foundation, or any money due to the Foundation from purchasers and others;
 - (xv) to take any gift of property whether subject to any special trust or not for any one or more of the objects of the Foundation ;
 - (xvi) to take such steps by personal 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 Foundation in the shape of donations, annual subscriptions or otherwise;
 - (xvii) to print and publish any newspapers, periodicals, books or leaflets that the Foundation may think desirable for the promotion of its objects;
 - (xviii) to make donations for charitable purposes;
 - (xix) to contribute towards, encourage, finance and support any institution, society, organisation, association, college, trust or school within the Commonwealth of Australia which, in the opinion of the Foundation, contributes to the wellbeing and benefit of the Beneficiaries;
 - (xx) to grant endowments, bursaries, scholarships and other educational assistance to worthy members of the Beneficiaries;
 - (xxi) to cooperate for the benefit and wellbeing of the Beneficiaries with educational, charitable and ecclesiastical institutions, societies, trusts, organisations or associations in the Commonwealth of Australia.
 - (xxii) to do all lawful things as are incidental or conducive to the attainment of these objects or any of them or which may be calculated to advance directly or indirectly the interests of the Foundation;
 - (xxiii) to create and/or operate any institution, fund or body that will advance the objects of the Foundation; and
 - (xxiv) to give money to finance any charitable or benevolent institution whose purpose either in whole or in part is to provide benefit to the Beneficiaries.
- (c) Subject to Clause 2.2(d), all the income and property of the Foundation, no matter how it is derived, is to be applied solely towards the promotion of the objects of the Foundation as set forth in this Constitution. No portion of the income or property of the Foundation is to be paid or transferred, directly or indirectly, by way of dividend, bonus, loan (including a loan on commercial terms) or otherwise, to the Beneficiaries of the Foundation. However, profits derived from the Foundation's investments may be paid by way of dividends to Members in accordance with the Corporations Law and Clause 8.4. For the avoidance of doubt, the following non-exclusive list is not to be regarded as profit:
- (i) payments made to the Foundation under the Agreement;
 - (ii) any other native title payments, donations, subsidies, grants and similar such payments.

- (d) The Foundation may transfer, but only on commercial terms, property or income of the Foundation to Beneficiaries for the purposes of transferring business enterprises owned by the Foundation to Beneficiaries, assisting Beneficiaries to develop business enterprises or for entering into joint venture business enterprises with Beneficiaries and others.
- (e) The Foundation must not provide motor vehicles, directly or indirectly, by way of payment, bonus, loan (including a loan on commercial terms) or otherwise to the Directors of the Foundation or to the Members of the Foundation, unless it is in their capacity as Beneficiaries of the Foundation. The Foundation may only provide motor vehicles, directly or indirectly, to the Beneficiaries of the Foundation after the Board has complied with Clause 2.2(f) and in accordance with the motor vehicle policy.
- (f) Within six months of the first meeting of the Board of the Foundation, the Board must develop and implement a motor vehicle policy for the Foundation. The motor vehicle policy must provide for:
 - (i) the number of vehicles to be provided by the Foundation;
 - (ii) the type of vehicles to be provided by the Foundation;
 - (iii) when the motor vehicles of the Foundation are to be traded in and replaced;
 - (iv) the maintenance of the motor vehicles;
 - (v) use of the motor vehicles;
 - (vi) who has authority to implement the motor vehicle policy; and
 - (vii) on what terms and conditions motor vehicles may be provided for Beneficiaries of the Foundation in pursuit of the objects of the Foundation.
- (g) The motor vehicle policy may only be amended by decision of the Board.

3. MEMBERS

3.1 Members of the Foundation

The Members of the Foundation are:

- (a) the subscribers of the Constitution who meet the requirements of Clause 3.3;
- (b) applicants for membership accepted by the Board in accordance with Clause 3.5; and
- (c) former Child Members who become Members in accordance with Clause 4.4.

3.2 Subscribers of the Constitution

The names and addresses of the subscribers are in Annexure A.

3.3 **Qualifications for Membership**

Membership of the Foundation is open to persons who have attained the age of eighteen years and who:

- (a) are either:
 - (i) members of the Ngarluma people; or
 - (ii) members of the Yindjibarndi people;
- (b) purport to be a member or are entitled to be a member of the Native Title Claim Group of the Ngarluma and Yindjibarndi claims at 22 December 1998, or would have been entitled to be a member then if they were born after that date; and
- (c) accept the terms of the Agreement; and
- (d) are not a Registered Native Title Claimant nor a member of the Native Title Claim Group of a Native Title Determination Application; nor a Registered Native Title Claimant nor a member of the Compensation Claim Group of a Compensation Application other than the Ngarluma and Yindjibarndi claims; and
- (e) have not directly received benefits as a result of a Native Title Determination Application or a Compensation Application other than the Ngarluma and Yindjibarndi claims, unless determined otherwise by the Board. Before making that determination, the Board may consult the Members at the next General Meeting. For the avoidance of doubt, a person is not excluded from membership because their spouse or partner or parent has received benefits as a result of a Native Title Determination Application or a Compensation Application other than the Ngarluma and Yindjibarndi claims.

3.4 **Application for Membership**

- (a) An applicant for membership must be proposed by one Member and seconded by another Member of the Foundation. Both of these Members must personally know the applicant.
- (b) An application for membership must:
 - (i) be made in writing in the form of Annexure B or a similar form;
 - (ii) be signed by the applicant;
 - (iii) indicate whether the applicant is a member of the Ngarluma people or a member of the Yindjibarndi people. Persons who claim to be of both Ngarluma People and Yindjibarndi People must specify in the application whether they are accepted as a Ngarluma person or Yindjibarndi Person (but cannot be registered as both).
 - (iv) be signed by the Member who proposes the applicant;
 - (v) be signed by the Member who seconds the applicant; and
 - (vi) be delivered to the Foundation Office.

3.5 **Board to consider application**

- (a) If an application for membership is delivered to the Foundation Office then the application must be considered at the next meeting of the Board.
- (b) At the meeting of the Board, the Ngarluma Directors and the Yindjibarndi Directors must consider the application to determine whether it complies with Clause 3.3(a). If the application for membership complies with Clauses 3.3 and 3.4 then the Board must accept the applicant as a Member.
- (c) In the event of a dispute in relation to determining whether an applicant meets the provisions of Clause 3.3(a), then the Ngarluma Directors and the Yindjibarndi Directors must consult the Ngarluma Elders and/or the Yindjibarndi Elders as applicable before making this determination, before the next meeting of the Board. If the consultation does not occur then at the next meeting of the Board, if the application otherwise complies with Clauses 3.3 and 3.4, the Board must accept the applicant as a Member.
- (d) A determination by the Ngarluma Directors and the Yindjibarndi Directors pursuant to this clause must be passed by two-thirds of all of the Ngarluma Directors and the Yindjibarndi Directors present and voting.
- (e) The Board must give written reasons to the applicant for the rejection of an application for membership.

3.6 **Minimum number of Members**

- (a) Within one year of the date of registration of the Foundation there must be at least seventy five Members of the Foundation.
- (b) Subject to Clause 3.6(a), if the number of Members falls below seventy five then the Board must apply to wind up the Foundation.

3.7 **Resignation**

- (a) A Member may at any time resign from the Foundation by giving notice in writing to the Company Secretary.
- (b) A Member who resigns continues to be liable for any sum up to five dollars for which he or she is liable as a Member of the Foundation under Clause 3.10 of the Constitution.

3.8 **Termination of Membership**

- (a) Subject to Clause 3.8(e), a person's membership of the Foundation will automatically terminate if:
 - (i) the Member becomes a Registered Native Title Claimant or a member of the Native Title Claim Group of a Native Title Determination Application, or becomes a Registered Native Title Claimant or a member of the Compensation Claim Group of a Compensation Application, other than the Ngarluma and Yindjibarndi claims; or

- (ii) after the person becomes a Member, the Member directly receives benefits as a result of a Native Title Determination Application or a Compensation Application other than the Ngarluma and Yindjibarndi claims.
- (b) For the purposes of Clause 3.8(a), Native Title Claim Group, Native Title Determination Application, Compensation Claim Group, Compensation Application and Registered Native title Claimant have the same meanings as they have in the Act.
 - (c) If any Member:
 - (i) refuses or neglects to comply with the provisions of the Constitution of the Foundation; or
 - (ii) is guilty of any conduct which in the opinion of the Board is unbecoming of a Member or prejudicial to the interests of the Trust or the Foundation;

the Board may resolve to issue a notice under Clause 3.8(d)(i) to a Member that the Board intends to pass a resolution to suspend, commence legal proceedings against or otherwise discipline the Member.

- (d) The Board must not pass a resolution to suspend, commence legal proceedings against or otherwise discipline the Member unless:
 - (i) the Member concerned is given notice in writing of the meeting and the proposed resolution at least two weeks before the meeting of the Board. The notice must give full and complete details of what is alleged against the Member and of the intended resolution of the Board and of the Member's rights under Clause 3.8(d) (ii);
 - (ii) the Member concerned must be given an opportunity of giving to the Board, orally or in writing, any explanation the Member may think fit; and
 - (iii) the resolution must be passed by a three-quarter majority of the Board.
- (e) Where a person's membership of the Foundation is automatically terminated in accordance with Clause 3.8(a)(i) and:
 - (i) the Board or the Members at a General Meeting, in accordance with Clause 3.11, subsequently resolve to include as a Ngarluma and Yindjibarndi claim that Native Title Determination Application or Compensation Application which resulted in the person's membership of the Foundation being automatically terminated; or
 - (ii) the Members at a General Meeting subsequently resolve to amend the Constitution to include as a Ngarluma and Yindjibarndi claim that Native Title Determination Application or Compensation Application which resulted in the person's membership of the Foundation being automatically terminated,

then, notwithstanding Clause 3.8(a)(i), that person's membership of the Foundation is deemed not to have been terminated.

3.9 Breach of Agreement by Member

- (a) If the Board resolves to investigate an alleged breach of the Agreement, the Board must issue a notice under Clause 3.9(c) to the Member concerned that the Board is investigating the alleged breach of the Agreement by the Member and that if the Board determines that there has been a breach of the Agreement, that the Board intends to suspend the Member.
- (b) The Member concerned must be given notice in writing of the Board meeting and the proposed resolution to suspend the Member at least two weeks before the meeting of the Board. The notice must give full and complete details of what is alleged against the Member and of the intended resolution of the Board and of the Member's rights under Clause 3.9(d);
- (c) the Member concerned must be given an opportunity of giving to the Board orally or in writing, any explanation the Member may think fit.
- (d) If after the investigation the Board determines that the Member concerned has failed to comply with clauses 3.9, 4.2, 4.4, 4.5, 4.6, 6.3, 7.4, 7.6 and/or 12.1 of the Agreement, then the Board must resolve to suspend the Member until the breach of the Agreement has been remedied or rectified.
- (e) For the period that a Member is suspended, the Member is not entitled to exercise any rights or entitled to any benefits derived to Members.

3.10 Liability of Members

- (a) The liability of the Members is limited.
- (b) Every Member of the Foundation undertakes to contribute to the property of the Foundation in the event of the Foundation being wound up while that person is a Member, or within one year after that person ceases to be a Member, for payment of the debts and liabilities of the Foundation (contracted before that person ceases to be a Member) and of the costs, charges and expenses of winding up and for the adjustment of the rights of the contributories among themselves, such amount as may be required, not exceeding five dollars.

3.11 Determination of Ngarluma and Yindjibarndi claims

The Board or the Members at a General Meeting may from time to time resolve that, in addition to Native Title Determination Applications WAG 6017 of 1998, WAG 6018 of 1998, WAG 6004 of 2003 and WAG 6005 of 2003, that any other Native Title Determination Application or Compensation Application brought on behalf of the Ngarluma people and/or the Yindjibarndi people may be included as a Ngarluma and Yindjibarndi claim.

4. CHILD MEMBERS

4.1 Qualifications for Child Membership

Child Membership of the Foundation is open to persons who have not yet attained the age of eighteen years and who:

- (a) are either:

- (i) members of the Ngarluma people; or
 - (ii) members of the Yindjibarndi people; and
- (b) purport to be a member or are entitled to be a member of the Native Title Claim Group of the Ngarluma and Yindjibarndi claims at 22 December 1998, or would have been entitled to be a member had they been born before that date.

4.2 **Application for Child Membership**

- (a) An applicant for child membership must be proposed by a member of the Foundation, who must personally know the applicant.
- (b) An application for child membership must:
 - (i) be made in writing in the form of Annexure C or a similar form;
 - (ii) be signed by the member who proposes the child members;
 - (iii) indicate whether the applicant is a member of the Ngarluma people or a member of the Yindjibarndi people. Persons who claim to be of both Ngarluma People and Yindjibarndi People must specify in the application whether they are accepted as a Ngarluma Person or Yindjibarndi Person (but cannot be registered as both). ; and
 - (iv) be delivered to the Foundation Office.

4.3 **Board to Consider Application**

- (a) If an application for child membership is delivered to the Foundation Office then the application must be considered at the next meeting of the Board.
- (b) At the meeting of the Board, the Ngarluma Directors and the Yindjibarndi Directors must consider the application to determine whether it complies with Clause 4.1(a). If the application for membership complies with Clauses 4.1 and 4.2 then the Board must accept the applicant as a Child Member.
- (c) In the event of a dispute in relation to determining whether an applicant meets the provisions of Clause 4.1(a), then the Ngarluma Directors and the Yindjibarndi Directors must consult the Ngarluma Elders and/or the Yindjibarndi Elders as applicable before making this determination, before the next meeting of the Board. If the consultation does not occur then at the next meeting of the Board, if the application otherwise complies with Clause 4.1 and 4.2, then the Board must accept the applicant as a Child Member.
- (d) A determination by the Ngarluma Directors and the Yindjibarndi Directors pursuant to this Clause must be passed by two-thirds of all of the Ngarluma Directors and the Yindjibarndi Directors present and voting.
- (e) The Board must give written reasons to the applicant for the rejection of an application for child membership.

4.4 **Child Member may become Member**

- (a) When a Child Member attains the age of eighteen years, the Child Member shall automatically cease to be a Child Member and be entitled to become a Member.
- (b) When a Child member is entitled to become a Member in accordance with Clause 4.4(a), the Foundation must send notice to the former child Member that the former child Member must comply with Clause 4.4(c) in order to become a Member.
- (c) When a Child Member is entitled to become a Member in accordance with Clause 4.4(a), the Member must, in order to become a Member, give written notice to the Foundation that the Member consents to be bound by the terms of the Constitution and the Agreement. The written notice must be in the form of Annexure B or similar form save that the form does not need to be signed by a proposer or a seconder.

4.5 **Child Member may not vote**

A Child Member is not entitled to vote at any General Meeting.

4.6 **Child Member not entitled to dividends**

A Child Member is not entitled to receive dividends.

5. **GENERAL MEETINGS**

5.1 **Annual General Meeting**

The first Annual General Meeting of the Foundation must be held within five months after its registration and every other Annual General Meeting must be held within five months of 1 July of each year.

5.2 **Progress Report Meeting**

- (a) There must be a Progress Report Meeting held each year in addition to the Annual General Meeting. This Progress Report Meeting must be held at least three months after the Annual General Meeting and within nine months of the Annual General Meeting.
- (b) The Notice requirements in Clause 5.4 apply to a Progress Report Meeting as if it were a General Meeting.
- (c) The Board must not conduct any business at a Progress Report Meeting apart from reporting to the members present at a Progress Report Meeting the matters listed in Clause 5.5(a) since the previous General Meeting.
- (d) As the business to be conducted at a Progress Report Meeting is limited to the matters outlined in Clause 5.2(c), the quorum requirements contained in Clause 5.6 shall not apply to a Progress Report Meeting."

5.3 **Calling a General Meeting**

- (a) The Board may whenever it thinks fit convene a General Meeting of the Members.

- (b) If the Company Secretary receives a written request from forty or more Members of the Foundation then the Company Secretary must present that request at the next Board Meeting and the Board must convene a General Meeting. The General Meeting must be held as soon as practicable but it must be held within forty two days of the date of that Board Meeting.
- (c) General Meetings will also be convened on such requisitions, or in default may be convened by such requisitions, as provided by section 246 of the Corporations Law.
- (d) All General Meetings must be held at a location within the Foundation Region.

5.4 Notice

- (a) Notice of every General Meeting must be given to:
 - (i) every Member except those Members for whom the Foundation has no registered address or other address for the giving of notices to them;
 - (ii) the Directors of the Foundation; and
 - (ii) the Auditor or Auditors for the time being of the Foundation.
- (b) No other person is entitled to receive notices of general meetings.
- (c) Written notice of a General Meeting must be given to all people entitled to receive notice at least 21 days before the General Meeting.
- (d) The notice of the General Meeting must set out the place, date, day and time of the General Meeting and the general nature of all business to be conducted at the General Meeting.

5.5 Business

- (a) At the Annual General Meeting the Board must report on:
 - (i) funding applications or projects considered by the Foundation; and
 - (ii) expenditure by the Foundation; and
 - (iii) activities of the Foundation,since the previous General Meeting.

5.6 Quorum

- (a) A General Meeting must not be held unless a quorum of Members is present.
- (b) A quorum is:
 - (i) forty Members present in person; and
 - (ii) at least ten of the Members present must be members of the Ngarluma people; and

- (iii) at least ten of the Members present must be members of the Yindjibarndi people.
- (c) If a quorum is not present within sixty minutes from the time appointed for the General Meeting and the General Meeting was convened upon the request of the Members, the General Meeting is automatically dissolved.
- (d) In the case of any other General Meeting, if a quorum is not present within sixty minutes from the time appointed for the General Meeting, the General Meeting is automatically adjourned to the same day in the next week at the same time and place or to such other day and at such other time and place as the Board may determine. If at the adjourned General Meeting a quorum is not present within two hours from the time appointed for the General Meeting, the Members present (being not less than twenty) will be a quorum.

5.7 Convener preside over meeting

The Convener will preside over every General Meeting of the Foundation. If there is no Convener, or if he or she is not present within fifteen minutes after the time appointed for the holding of the meeting or the Convener is unwilling to act, then the Members present must elect one of the Directors to act as Convener.

5.8 Adjournment

- (a) General Meetings may be adjourned by resolution of the meeting to that effect.
- (b) When the General Meeting is reconvened after an adjournment, the only business that can be transacted is the business left unfinished from the adjourned meeting.
- (c) When a General Meeting is adjourned for thirty days or more, written notice of the reconvened meeting must be given. Otherwise, it is not necessary to give any notice of the reconvened meeting.

5.9 Voting

- (a) At any General Meeting voting is by a show of hands unless a poll is demanded.
- (b) A Member may vote in person or by proxy. Every person present who is a Member or a proxy of a Member has one vote for each Member and/or proxy as the case may be. However, a Member who has been suspended in accordance with Clause 3.3(e), 3.8 or 3.9 is not entitled to vote.
- (c) Save as provided otherwise in this Constitution, all resolutions must be decided by a simple majority of votes.
- (d) In the case of an equality of votes whether on a show of hands or on a poll, the Convener is entitled to a second or casting vote.
- (e) Special resolutions are required for:
 - (i) a decision to spend income in accordance with the provisions of Clause 8.3(e);
 - (ii) any other matters the Board determines should be passed by special resolution at the General Meeting.

- (f) Special resolutions must be decided by a three-quarter majority of votes.
- (g) Unless a poll is demanded, a declaration by the Convener that a resolution has been carried on a show of hands, or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the book containing the minutes of the proceedings of the Foundation is conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
- (h) A Member who is of unsound mind or whose person or estate is liable to be dealt with in any way under the law relating to mental health may vote, whether on a show of hands or on a poll, by his or her committee or by his or her trustee or by such other person as properly has the management of his or her estate, and any such committee, trustee or other person may vote by proxy.

5.10 **Poll**

- (a) A poll may be demanded before a vote is taken or on the declaration of the result of the show of hands by:
 - (i) the Convener; or
 - (ii) by at least five Members present in person or by proxy.
- (b) A demand for a poll may be withdrawn.
- (c) If a poll is demanded the poll must be made by secret ballot.
- (d) The poll can be taken straight away or the members present at the meeting can decide by majority show of hands (and no poll may be demanded) to have an interval before the poll or adjourn the meeting and have the poll at the reconvened meeting.

5.11 **Proxies**

- (a) A Member may appoint a proxy to attend at a General Meeting but the proxy must also be a Member of the Foundation.
- (b) The appointment of a proxy must be in writing and must be in the form set out in Annexure D or in a similar form.
- (c) The form appointing a proxy must be signed by:
 - (i) the Member appointing the proxy; and
 - (ii) a person other than the person appointed proxy who witnessed the Member's signature, and must be received by the Foundation not less than 48 hours before the meeting for which the proxy is appointed.
- (d) The form appointing a proxy confers authority on the proxy to demand or join in demanding a poll but does not confer authority on the proxy to vote on a show of hands. A proxy must vote in accordance with the instructions of the appointor and not otherwise.

6. DIRECTORS

6.1 Eligibility

- (a) Subject to Clause 6.1(c), the Directors need not be Members.
- (b) Each Director must be a member of the Ngarluma people or a Member of the Yindjibarndi people or must, after appointment as a Director, undergo cross-cultural training at an organisation approved by the Board.
- (c) The Ngarluma Directors and the Yindjibarndi Directors must be Members.
- (d) The Directors who are not Ngarluma Directors or Yindjibarndi Directors must have experience in one or more of the following areas:
 - (i) financial management;
 - (ii) Aboriginal culture;
 - (iii) legal practice;
 - (iv) accounting;
 - (v) business development; or
 - (vi) any other area of experience or expertise desirable for the advancement of the Foundation;
- (e) The Finance Director must have qualifications in financial management and at least five years experience in financial management.
- (f) No auditor appointed to audit the Foundation's financial records or partner or employee or employer of the auditor may be appointed a Director.
- (g) All Directors must be over the age of eighteen years.

6.2 Make-up of Board for first five years after Commencement of Expansion

For the period commencing on the first election of the Ngarluma Directors and the Yindjibarndi Directors and expiring five years after Commencement of Expansion, the Board must comprise:

- (a) four Ngarluma Directors;
- (b) four Yindjibarndi Directors;
- (c) two Woodside Nominee Directors;
- (d) one Woodside Director; and
- (e) one Finance Director.

6.3 **Make-up of Board five years after Commencement of Expansion**

- (a) After the expiry of the first five years following Commencement of Expansion the Directors must comprise:
 - (i) four Ngarluma Directors;
 - (ii) four Yindjibarndi Directors;
- (b) After the expiry of the first five years following Commencement of Expansion the Directors must also comprise:
 - (i) one Independent Director; and
 - (ii) one Finance Director.

6.4 **Nomination of Ngarluma Directors and Yindjibarndi Directors**

- (a) A nominee for the position of Ngarluma Director or Yindjibarndi Director must be nominated by one Member and seconded by another Member of the Foundation. Both of these Members must personally know the nominee.
- (b) An application to nominate for the position of Ngarluma Director or Yindjibarndi Director must:
 - (i) be made in writing in the form of Annexure E or a similar form;
 - (ii) be signed by the nominee;
 - (iii) indicate whether the applicant is nominating for the position of Ngarluma Director or Yindjibarndi Director;
 - (iv) be signed by the Member who nominates the nominee;
 - (v) be signed by the member who seconds the nominee; and
 - (vi) be delivered to the Foundation Office at least twenty eight days prior to the election.

6.5 **Election and term of Ngarluma Directors and Yindjibarndi Directors**

- (a) The Ngarluma Directors and the Yindjibarndi Directors must be elected by secret ballot.
- (b) any Member who is a Ngarluma Member may nominate for election as a Ngarluma Director.
- (c) any Member who is an Yindjibarndi Member may nominate for election as an Yindjibarndi Director.
- (d) no person may nominate as a Ngarluma Director and an Yindjibarndi Director in the same election.

- (e) each Member is entitled to vote for the Ngarluma Directors and for the Yindjibarndi Directors.
- (f) the first election of the Ngarluma Directors and the Yindjibarndi Directors must be held within three months of registration of the Foundation and thereafter an election must be held every two years within three months of 1 July of each relevant year.
- (g) any doubt that arises in the election of the Ngarluma Directors and the Yindjibarndi Directors by virtue of one or more people receiving the same number of votes must be determined by lot.
- (h) a Ngarluma Director or an Yindjibarndi Director whose term has expired is eligible to nominate for re-election.
- (i) the election of the Ngarluma Directors and the Yindjibarndi Directors must be conducted by an independent body unless the Board unanimously determines otherwise.
- (j) in the first election of the Ngarluma Directors and the Yindjibarndi Directors:
 - (i) the two Ngarluma Directors who are elected with the most votes are elected for four years;
 - (ii) the two Ngarluma Directors who are elected with the third highest number of votes and the fourth highest number of votes respectively are elected for two years;
 - (iii) the two Yindjibarndi Directors who are elected with the most votes are elected for four years; and
 - (iv) the two Yindjibarndi Directors who are elected with the third highest number of votes and the fourth highest number of votes respectively are elected for two years.
- (k) In subsequent elections of the Ngarluma Directors and the Yindjibarndi Directors:
 - (i) the two Ngarluma Directors who are elected with the most votes are elected for four years; and
 - (ii) the two Yindjibarndi Directors who are elected with the most votes are elected for four years.
- (l) If at an election of the Ngarluma Directors and the Yindjibarndi Directors, insufficient Members nominate for the position of Ngarluma Director or Yindjibarndi Director, then that position is to be filled in the same manner as a vacancy in accordance with Clause 6.10.
- (m) A Code of Conduct shall be adopted by the Board to be adhered to by Directors and Officers of the Company.

6.6 **Appointment and Term of Independent Director**

- (a) The Independent Director is appointed by the Board following consultation with the Ngarluma Directors and the Yindjibarndi Directors. The appointment of the Independent Director must be made in writing and along with the written consent of the Independent Director to accept the appointment, delivered to the Foundation Office before the first meeting of the Board.
- (b) The Independent Director is appointed for a term to be decided by the Board such term to be subject to the provisions for removal of directors contained in S203D of the Corporations Act.

6.7 **Appointment, Termination And Term of Finance Director**

- (a) The Finance Director is to be appointed or terminated upon unanimous resolution of the Ngarluma Directors, the Yindjibarndi Directors and the Independent Director. If after two Board meetings there has been no unanimous resolution, the Board may appoint the Finance Director upon resolution by simple majority plus the Independent Director.
- (b) Subject to S203D of the Corporations Act the Finance Director is appointed for a maximum term of two years and is eligible for re-appointment.

6.8 **Vacancy**

In the event of a vacancy on the Board:

- (a) if the former Director was an Independent Director then a replacement Director is to be appointed in accordance with Clause 6.6;
- (b) if the former Director was a Finance Director then a replacement Director is to be appointed by in accordance with Clause 6.7;
- (c) if the former Director was a Ngarluma Director then the Board must convene a General Meeting within two months. At that General Meeting the General Meeting must appoint a replacement Director;
- (d) if the former Director was a Yindjibarndi Director then the Board must convene a General Meeting within two months. At that General Meeting the General Meeting must appoint a replacement Director;
- (e) the term of a replacement Director expires when the term of the Director who was replaced would have expired.

6.9 **Retirement**

A Director may retire from office by giving notice in writing to the Foundation of his or her intention to do so. The resignation takes effect from the date of resignation stated in the notice or if there is no date in the notice then upon the date of acceptance of the retirement by the Board.

6.10 **Training**

All Directors of the Foundation must undergo training as to their duties, obligations and liabilities as directors.

6.11 **Convener**

- (a) The Directors must appoint a Convener from the Ngarluma Directors or the Yindjibarndi Directors for a one-year term. The Convener must undergo training in the role of a convener.
- (b) Subject to this Constitution, the Convener will preside over all meetings of the Board and General Meetings.

6.12 **Company Secretary**

- (a) The Board must appoint a Company Secretary for a two-year term, upon such conditions as it thinks fit. The Company Secretary may be removed from that position by the Board.
- (b) If the Company Secretary appointed at any time is not a member of the Ngarluma people nor a member of the Yindjibarndi people, then the Chief Executive Officer may appoint, in Consultation with the Board, a member of the Ngarluma people or a member of the Yindjibarndi people as assistant secretary for the purposes of being trained as Company Secretary.
- (c) The Company Secretary must keep and maintain at the Foundation Office a register of the Members of the Foundation ("the Register of Members") showing:
 - (i) the name and postal or residential address of every Member;
 - (ii) whether the Member is a member of the Ngarluma people or the Yindjibarndi people;
 - (iii) the date on which each Member became a Member of the Foundation; and
 - (iv) the date on which any person ceased to be a Member of the Foundation,and upon the request of a Member, is to make the Register available for inspection of the Member and the Member may make a copy or take an extract from the Register, but has no right to remove the Register for that purpose.
- (d) The Company Secretary must keep and maintain at the Foundation Office a register of the Child Members of the Foundation ("the Register of Child Members") showing:
 - (i) the name and postal or residential address of every Child Member;
 - (ii) whether the Child Member is a member of the Ngarluma people, the Yindjibarndi people; and
 - (iii) the date on which each Child Member became a Child Member of the Foundation;

and upon the request of a Member, is to make the Register available for inspection of the Member and the Member may make a copy or take an extract from the Register, but has no right to remove the Register for that purpose.

- (e) When a Child member attains the age of eighteen years, the Company Secretary must delete the Child Member from the Register of Child Members.

6.13 **Failure to attend Board Meetings**

- (a) If a Director does not attend three consecutive meetings of the Board without permission from the Board, the Board may give written notice to that Director that the Board intends to pass a resolution to vacate that Director's position at the next Board meeting.
- (b) If written notice is given in accordance with Clause 6.15(a) and the Director concerned does not attend the fourth consecutive meeting of the Board, then the Board may pass a resolution to vacate that Director's position.

6.14 **Vacation of Office of Director**

The office of a Director becomes vacant if the Director:

- (a) becomes insolvent under administration or makes any arrangement or composition with his or her creditors generally;
- (b) becomes prohibited from being a director of a company by reason of section 229 or section 230 of the Corporations Act;
- (c) ceases to be a Director by operation of section 228 of the Corporations Act;
- (d) becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under the law relating to mental health;
- (e) retires pursuant to Clause 6.9;
- (f) subject to Clause 6.15, holds any office of profit under the Foundation;
- (g) is a Ngarluma Director or an Yindjibarndi Director and is no longer a Member of the Foundation or the Member has been suspended pursuant to Clause 3.3(e), 3.8 or 3.9; or
- (h) the Board resolves that a Director's position is vacant in accordance with Clause 6.13.

6.15 **Directors Fees and Expenses**

No Director is to be appointed to any salaried office of the Foundation or any office of the Foundation paid by fees and no remuneration or other benefit in money or money's worth is to be paid or given by the Foundation to any Director except:

- (a) where the appointment to a salaried office is first approved by unanimous resolution of the Board and is for a term not longer than 12 months, and where the office is not that of the Chief Executive Officer

- (b) for the repayment of out-of-pocket expenses incurred in carrying out the duties of a Director where the payments do not exceed an amount previously approved by the Board;
- (c) for any service rendered to the Foundation in a professional or technical capacity where the provision of that service has the prior approval of the Board, the amount payable is on reasonable commercial terms and where payment is approved by a resolution of the Board;
- (d) director's fees paid to each Director for attendance at every meeting of the Board provided that the amount paid as Director's fees is first approved by the Foundation in General Meeting.

6.16 **Chief Executive Officer**

- (a) The Board must appoint a Chief Executive Officer for a term of three years as soon as reasonably practical after registration of the Foundation. At the expiry of that three year term or the termination of the contract of employment of the Chief Executive Officer, the Board must appoint a Chief Executive Officer for a further three year term. The person appointed as the Chief Executive Officer is eligible for re-appointment for a further term.
- (b) The Chief Executive Officer will have the authority to manage the day-to-day affairs of the Foundation subject to the direction of the Board.

7. **INTERESTS OF DIRECTORS**

- (a) A Director who has a material personal interest in a matter that is being considered at a meeting of the Board of the Foundation:
 - (i) must immediately disclose that fact to the Board;
 - (ii) must not vote on the matter; and
 - (iii) must not be present while the matter (or a proposed resolution of that kind) is being considered at the meeting.
- (b) Clause 7(a) of this Constitution does not apply to an interest the Director has:
 - (i) as a Member of the Foundation and in common with all other Members of the Foundation; or
 - (ii) as a beneficiary under the Trust in common with all other beneficiaries of the Trust;
 - (iii) in common with all other Ngarluma people and/or all other Yindjibarndi people;
 - (iv) as a shareholder or as an employee of Woodside Petroleum Ltd or Woodside Energy Ltd, or any entity which replaces Woodside Petroleum Ltd or Woodside Energy Ltd.

8. POWERS AND DUTIES OF THE BOARD

8.1 Management of the Foundation

- (a) The business of the Foundation is to be managed by the Board.
- (b) Subject to the Corporations Act and this Constitution, the Board may:
 - (i) pay all expenses incurred in promoting and registering the Foundation;
and
 - (ii) exercise all the powers of the Foundation which are not required to be exercised by the Foundation in General Meeting.
- (c) The Board must not act in any way that is inconsistent with this Constitution, the Corporations Act, the Agreement and any provisions prescribed by the Foundation in General Meeting.
- (d) If a resolution is passed by the Foundation in General Meeting which disallows any prior action of the Board which would have been valid if that resolution had not been passed, then that resolution does not invalidate that prior action of the Board.

8.2 Minutes

- (a) The Board must cause minutes to be made:
 - (i) of all appointments of officers and servants;
 - (ii) of the names of the Directors present at all meetings of the Foundation and of the Board;
 - (iii) of all proceedings at all meetings of the Foundation and of the Board.
- (b) The minutes must be signed by the Convener at which the proceedings were held or by Convener of the next succeeding meeting.

8.3 Use of Funds

- (a) For the purposes of this clause, A Income includes:
 - (i) any income earned from any investment of the Foundation;
 - (ii) any payment, gift, donation, annuity or contribution of money to the Foundation that is not expressed to be a capital payment;
 - (iii) any payment received by the Foundation as compensation in respect of native title or Aboriginal heritage unless it is agreed to be treated, either wholly or partly, as capital.
- (b) For the period commencing on registration and expiring five years after Commencement of Expansion, the Foundation must invest 10% of its Income in investments authorised under the Trustees Act for the benefit of the Foundation.

- (c) After the expiry of the first five years following Commencement of Expansion, the Foundation must invest 20% of its Income in investments authorised under the Trustees Act for the benefit of the Foundation.
- (d) Subject to Clauses 8.3(b), (c) and 9.3 the Board may allocate or spend the income of the Foundation except where the total expenditure for a project will exceed \$300,000 as at September 2008
- (e) The amount referred to in the preceding paragraph shall be increased annually by 10% on a cumulative basis and shall take effect on the 30th day of June each year.
- (f) Any decision to commit to allocate or spend money on a project which will have an overall budget which exceeds the annual amount determined under Clause 8.3(d) and 8.3(f) must be made by a General Meeting.

8.4 **Payment of Dividends**

- (a) The Directors may determine that a dividend is payable and fix:
 - (i) the amount; and
 - (ii) the time for payment; and
 - (iii) the method of payment.
- (b) The method of payment may only be payment of cash to Members of the Foundation. Interest is not payable on a dividend. A Member who has been suspended in accordance with Clause 3.3(e), 3.8 or 3.9 is not entitled to receive dividends.

9. **PROCEEDINGS OF THE BOARD OF DIRECTORS**

9.1 **Meetings**

- (a) The first meeting of the Board must be held within 30 days of the first Annual General Meeting.
- (b) A meeting of the Board must be held at least once every two months.
- (c) A Director may at any time, and the Company Secretary must on the request of a Director, convene a meeting of the Board.
- (d) The Board may meet together for the dispatch of business, adjourn or otherwise regulate its meetings as it thinks fit.
- (e) Meetings of the Board may be by telephone conference or video link.
- (f) The Chief Executive Officer of the Foundation is entitled to attend any meeting of the Board but he or she will not have any entitlement to vote. The Directors may require the Chief Executive Officer to leave a meeting of the Board during discussion or consideration of, or voting in relation to, matters concerning the office of Chief Executive Officer.

- (g) Directors must be given at least 48 hours prior notice of every Board meeting.

9.2 **Quorum**

- (a) The quorum necessary for the transaction of the business of the Board is a two-thirds majority of the total number of Directors as provided in Clause 6.2 or 6.3, as the case may be. However to constitute a quorum there must, in any event, be at least two Ngarluma Directors and two Yindjibarndi Directors and either the Independent Director or the Finance Director.
- (b) The continuing Directors may act notwithstanding any vacancy of Directors. However, if and so long as there are fewer Directors than the number of Directors required for a quorum of the Board, the continuing Director or Directors may act for the purpose of increasing the number of Directors to that number or of convening a general meeting of the Foundation, but for no other purpose.

9.3 **Decisions**

- (a) Subject to this Constitution, questions arising at any meeting of the Board must be decided in accordance with this clause.
- (b) For the period commencing on registration and expiring five years after Commencement of Expansion, decisions of the Board must be made by a three-quarter majority of the Directors including the Woodside Director or a Woodside Nominee Director.
- (c) For the period five years following Commencement of Expansion (that is, years 5-10 following Commencement of Expansion) decisions of the Board must be made by a simple majority of the Directors, provided however that decisions involving expenditure in excess of \$10,000 shall also require approval of the Finance Director.
- (d) Thereafter, decisions of the Board must be made by a simple majority of the Directors.
- (e) In the case of an equality of votes the Convener has a second or casting vote.

9.4 **Convener**

The Convener will preside over every meeting of the Board, or if at any meeting he or she is not present within thirty minutes after the time appointed for holding the meeting, or if being present he or she is unwilling to preside, then the Directors may choose another Director to act as Convener for that meeting.

9.5 **Defective Appointment**

All acts done by the Board are, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any such Board or a Director of the Board, or that the Directors or any of them were disqualified, valid as if every such person had been duly appointed and was qualified to be a Director.

9.6 **Written resolution by Directors**

A resolution in writing signed by all Directors for the time being entitled to receive notice of a meeting of the Board is as valid and effectual as if it had been passed at a meeting of the

Board duly convened and held. Any such resolution may consist of several documents in like form, each signed by one or more Directors.

9.7 **Committees**

- (a) Subject to Clause 9.7(b), the Board may delegate any of its powers and or functions to one or more committees consisting of such person or persons as the Board thinks fit.
- (b) The Board must not delegate duties imposed on it as the Directors of the Foundation by the Corporations Act or the general law.
- (c) Any committee which is formed must conform to any regulations that may be given by the Board and subject to those regulations, the committee has power to co-opt any person or persons and all Members of such committees have one vote.
- (d) A committee cannot spend money that it has not been authorised by the Board for it to spend.
- (e) Every committee may meet and adjourn as it thinks proper. Questions arising at any meeting must be determined by a majority of votes of the Members present, and in the case of an equality of votes the Convener has a second or casting vote.

10. **SEAL AND CHEQUES**

10.1 **Seal**

The Board will provide for the safe custody of the seal which must only be used by the authority of the Board. Every instrument to which the seal is affixed must be signed by a Director and must be countersigned by the Company Secretary or by a second Director.

10.2 **Cheques**

All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for money paid to the Foundation must be signed, drawn, accepted, endorsed or otherwise executed as the case may be by the Chief Executive Officer and one of the Directors or in such other manner as the Board from time to time determines.

11. **ACCOUNTS**

The Board must:

- (a) cause proper accounting and other records to be kept of:
 - (i) all sums of money received and expended by the Foundation and the matter in respect of which such receipt and expenditure takes place;
 - (ii) the property, credits and liabilities of the Foundation;
- (b) distribute copies of every profit and loss account and balance-sheet (including every document required by law to be attached thereto) accompanied by a copy of the Auditor's report thereon as required by the Corporations Act;

- (c) cause to be made out and laid before each Annual General Meeting a balance-sheet and profit and loss account made up to a date no more than three months before the date of the meeting;

12. **AUDIT AND PERFORMANCE REVIEW REPORT**

- (a) A properly qualified auditor or auditors must be appointed and his or her or their duties regulated in accordance with section 327 of the Corporations Act.
- (b) At least once every year the accounts of the Foundation must be examined by one or more properly qualified auditor or auditors who must report to the Members in accordance with the provisions of the Corporations Act.
- (c) The Board must cause a performance review report to be conducted on the Foundation each year unless the Board unanimously decides that a performance review report is not necessary in any particular year.

13. **NOTICE**

- (a) The Foundation may give any notice of a meeting to a Member or a Director:
 - (i) by sending it by post to the address for the Member in the register of members or the address nominated by the Member or the Director;
 - (ii) by sending it to the fax number or electronic address (if any) nominated by the Member or the Director.
- (b) A notice of a meeting sent by post is taken to be given three days after it is posted. A notice of a meeting sent by fax, or other electronic means, is taken to be given on the business day after it is sent provided that there is confirmation that the transmission has been sent.

14. **WINDING UP**

If upon the winding up or dissolution of the Foundation there remains, after satisfaction of all its debts and liabilities, any property whatsoever, that property is not to be paid to nor distributed among the members of the Foundation but is to be given or transferred to some other institution or Foundation having objects similar to the objects of the Foundation and whose constitution prohibits the distribution of its or their income and property among its or their members, such institution or institutions to be determined by the members of the Foundation at or before the time of the dissolution and in default thereof by application to the Supreme Court for determination.

15. **INDEMNITY**

Every Director, Auditor, Company Secretary and other officer for the time being of the Foundation is indemnified out of the assets of the Foundation against any liability arising out of the execution of the duties of his or her office which is incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his or her favour or in which he or she is acquitted or in connection with any application under the Corporations Law in which relief is granted to him by the Court pursuant to section 241(2) of the Corporations Law in respect of any negligence, default, breach of duty or breach of trust.

16. **AMENDMENT OF CONSTITUTION**

- (a) Subject to Clauses 16(b) and 16(c), this Constitution may only be amended by:
 - (i) a resolution by the Board to put the proposed amendment to the Members;
and
 - (ii) the approval of the proposed amendment by a three-quarters majority at a General Meeting.
- (b) The Constitution may not be amended to change the number of Directors who comprise the Board unless the proportion of Ngarluma Directors and Yindjibarndi Directors equals or exceeds two-thirds of the total Directors.
- (c) Clauses 2.2(c), 2.2(d), 2.2(e), 2.2(g), 6.1(a), 6.1(d), 6.1(e), 6.2(c), 6.2(d), 6.2(e), 6.3(b), 6.6, 6.7, 6.8, 6.9, 6.10(a) and 6.10(b) may not be amended unless there is an unanimous resolution of the Board to put the proposed amendment to the Members.

ANNEXURE A

Id Number	Member Name	Address
NY 001	Bessie Abdullah	409 Harding St. Roebourne
NY 002	Charmaine Adams	10 Herbert Way Wickham
NY 003	Elsie Adams	09 Harding St. Roebourne
NY 004	May Adams	527 Harding St. Roebourne
NY 005	Michelle Lee Adams	4 Marinnup Way Tom Price
NY 006	Deirdre Alberts	House 3 Cheeditha Roebourne
NY 007	Jimmy Alberts	6/a Sharp Court Roebourne
NY 008	John Alberts	619 Sharp court Roebourne
NY 009	Judy Alberts	619 Sharp court Roebourne
NY 011	Margaret Alberts	619 Sharp court Roebourne
NY 010	Mary Alberts	619 Sharp Court Roebourne
NY 012	Lennie Albury	Crawford Way Roebourne
NY 013	Anne Ali	Tjalku Wara Community Port Hedland
NY 014	Rena Jane Ali	Tjalku Wara South Hedland
NY 015	Selina Ali	Tjalku Wara South Hedland
NY 016	Sylvia Allan	6 Spencer Street Wickham
NY 017	Patsy Allen	584 Maru Court Roebourne
NY 018	Paul Aubrey	508 Crawford Way Roebourne
NY 019	Jennifer Bandy	Goodabinya Marble Bar PO Box 12 Marble Bar
NY 020	Lindsay Joseph Bandy	Goodabinya Marble Bar PO Box 12 Marble Bar
NY 021	Peggy Bandy	Yandeyarra South Hedland
NY 022	Anne Barker	23 Rutherford South Hedland
NY 025	Kenneth Barker	2 Orr Street Broome
NY 026	Kenneth Ian Barker	150 Yarrunga Court South Hedland
NY 024	Lindsay "Julius" Barker	125 Athol Street Port Hedland
NY 023	Roger Barker	643 Burrup Road Roebourne
NY 027	Susanne Bobby	484 Crawford Place Roebourne
NY 028	Dolly Boongar	Yandinna Roebourne
NY 029	Bevan Broun	69 Mary St. Highgate

Id Number	Member Name	Address
NY 030	Michelle Broun	88 South St. Fremantle
NY 031	Bruce Bung	Bellary Springs PO Box 266 Paraburdoo
NY 032	Joseph Bung	Woodstock Station PO Box 118 Via Port Hedland
NY 033	Nolleen Bung	PO Box 118 Port Hedland
NY 034	Susan Bung	PO Box 118 Port Hedland
NY 035	Alice Captain	Yandeyarra Community Port Hedland
NY 041	Andrea Faye Carey	3 Hope Court Onslow
NY 036	Eddie Carey	67b Kanbbera Drive Tom Price
NY 039	Lorraine Carey	656a Lockyer Way Roebourne
NY 038	Phillip Carey	67b Kanbbera Drive Tom Price
NY 040	Sheila Carey	3 Hope Court Onslow
NY 042	Alum Cheedy	026 Cleaver Court Roebourne
NY 043	Cherry Cheedy	576 Andover Way Roebourne
NY 044	Gabrielle Cheedy	5 Gregory Way Karratha
NY 052	Jane Cheedy	577 Andover Way Roebourne
NY 053	Kasey Dawn Cheedy	577 Andover Way Roebourne
NY 045	Lyn Cheedy	5 Gregory Way Karratha
NY 047	Marion Cheedy	576 Andover Way Roebourne
NY 046	Middleton Cheedy	Crawford Way Roebourne
NY 048	Ned Cheedy	577 Andover Way Roebourne
NY 049	Robert Cheedy	1 Fortesque Street Pannawonica
NY 050	Rosie Cheedy	577 Andover Way Roebourne
NY 051	Shane Cheedy	433b Sherlock Street Roebourne
NY 054	Barbara Churnside	669 Lockyer Way Roebourne
NY 065	Carina Churnside	638 Burrup Road Roebourne
NY 055	Elizabeth Sonia Churnside	185 Crawford Way Roebourne
NY 056	Jeannie Churnside	Chirritta Station Po Box 242 Roebourne
NY 057	Jill Churnside	31 Roe Street PO Box 44 Roebourne
NY 058	Keith Churnside	19 Herbert Way Roebourne
NY 059	Kerry Churnside	620 Ridley Street Karratha

Id Number	Member Name	Address
NY 060	Kristen Churnside	638 Burrup Way Roebourne
NY 061	Linda Churnside	485 Crawford Way Roebourne
NY 062	Polly Churnside	485 Crawford Way Roebourne
NY 063	Robyne Churnside	447 Fraser Street Roebourne
NY 064	Susie Churnside	410b Harding Street Roebourne
NY 066	Susan Linda Clarke	656a Lockyer Way Roebourne
NY 067	Elizabeth Coffin	27 Yarrunga Cres. South Hedland
NY 068	Julie Coffin	40 Spoonbill Cres. South Hedland
NY 070	Georgina Connors	656 Lockyer Way Roebourne
NY 071	Nellie Connors	PO Box 128 Roebourne
NY 326	Sharna Tenneille Connors	656 Lockyer Way Roebourne
NY 074	Betty Coppin	441 Fraser Street Roebourne
NY 072	Judith Coppin	575 Andover Way Roebourne
NY 073	Lorraine Coppin	510 Andover Way Roebourne
NY 075	Bradley Cox	Bindi Bindi Onslow
NY 077	Doreen Jane Daniels	835 Clarkson Way Karratha
NY 076	Tootsie Daniels	586 Andover Way Roebourne
NY 345	Brad Derschow	4 Beagle Place South Hedland
NY 346	Charmaine Derschow	43 Spoonbill Cres South Hedland
NY 347	Darren Derschow	6 Cone Place South Hedland
NY 348	Dwaine Derschow	1 Corboys Place South Hedland
NY 349	Gregory Derschow	16 Streamer Avenue South Hedland
NY 350	Helen Derschow	7 Osprey Drive South Hedland
NY 351	June Derschow	4 Beagle Place South Hedland
NY 352	June T Derschow	8a Nyanda Place South Hedland
NY 353	Lelsie Derschow	4 Beagle Place South Hedland
NY 354	Sharmaine Derschow	43 Spoonbill Crescent South Hedland
NY 078	Henry Michael Dhu	711 Dolphin Way Karratha
NY 079	June Dhu	711 Dolphin Way Karratha
NY 080	Margaret Dhu	PO Box 112 Marble Bar

Id Number	Member Name	Address
NY 081	Rachel Leslie Dhu	711 Dolphin Way Karratha
NY 082	Georgina Diamond	483 Crawford Way Roebourne
NY 083	Junior F Djiagween	644 Burrup road Roebourne
NY 085	Kenneth William Djiagween	19 Nightingale Drive PO Box 402 Broome
NY 084	Koolan Mabel Djiagween	19 Nightingale Drive PO Box 402 Broome
NY 086	Margaret Djiagween	19 Nightingale Drive PO Box Broome
NY 087	Andrew Moorumburri Dowding	32 Kinninmont Ave. Nedlands
NY 088	Wennus Dowton	Bindi Bindi Village Onslow
NY 089	Patrisha Edgar	612 Cleaver Court Roebourne
NY 090	June Elliott	26 Pipit Loop PO Box 576 Broome
NY 091	Damian Evans	408 Harding Way Roebourne
NY 092	Susan Ewards	658 Burrup Rd. Roebourne
NY 093	Adrian Fishook	619 Sharp Court Roebourne
NY 094	Nita Fishook	585 Munga Court Roebourne
NY 095	Lilly Fleay	NFA Roebourne
NY 096	Brian Clinton Foley	22 Rutherford St. South Hedland
NY 097	Harold George Foley	32 Green Place South Hedland
NY 362	Michelle Foley	22 Rutherford St South Hedland
NY 099	Roberta Foley	88 Frisby Court South Hedland
NY 098	Shane William Foley	22 Rutherford St. South Hedland
NY 100	Edith Gallagher	5 Charon Place South Hedland
NY 101	Alison May Gear	9 Accasia Way South Hedland
NY 102	Arthur Alfred Gear	21 Moore Street Port Hedland
NY 104	Lois Kathleen Rose Gear	8 Beham Street Bentley
NY 103	Rosemary Patricia Gear	9 Accasia Way South Hedland
NY 105	Alice Gilby	489b Fraser Street Roebourne
NY 106	Guiness Gilby	489 Fraser Street Roebourne
NY 107	Sherma Gillespie	656 Lockyer Way Roebourne
NY 108	Brenda Greenwood	Bindi Bindi Community Onslow

Id Number	Member Name	Address
NY 112	Billy Guinness	Cheeditha Community Roebourne
NY 111	Nicky Guinness	PO Box 215 Roebourne
NY 113	Bigali Hanlon	417 Sherlock Street PO Box 226 Roebourne
NY 115	Irene Hayes	PO Box 124 Onslow
NY 116	Cheryl Anne Hicks	14 Corboys Place South Hedland
NY 358	Edna Hicks	17 Osprey Drive South Hedland
NY 117	Judith Agnes Hicks	113 Contest Street Marble Bar
NY 118	Kaylene Michelle Hicks	14 Corboys Place South Hedland
NY 119	Leslie Hicks	PO Box 2241 South Hedland
NY 364	Margaret Rose Hicks	PO Box 2867 South Hedland
NY 363	Michael Hicks	570 Crawford Way Roebourne
NY 120	Michael Hicks	570 Crawford Way Roebourne
NY 366	Pansy Hicks	570 Crawford Way Roebourne
NY 121	Lisa Hirine	6 Cone Place South Hedland
NY 122	Jimmy Horace	485 Crawford Way Roebourne
NY 355	Ken Houghton	
NY 134	Celeste Hubert	Bindi Bindi Community Onslow
NY 126	Dann Hubert	54 Incterup Place Tom Price
NY 127	Doris Hubert	Bindi Bindi Community Onslow
NY 136	Jeffery Hubert	211 Richardson Way Karratha
NY 130	Joyce Hubert	489b Fraser Street Roebourne
NY 133	Nerissa Hubert	PO Box 84 Onslow
NY 132	Simone Hubert	Bindi Bindi Community Onslow
NY 135	Stephen Hubert	Bindi Bindi Community Onslow
NY 137	Elizabeth Hunter	441 Fraser Roebourne
NY 138	Megan Hyland	Bindi Bindi Community Onslow
NY 139	Maisie Ingie	421a Sherlock Street Roebourne
NY 140	Ashley Injie	2nd Ave. Pensioner flats Onslow
NY 141	Anne Jackamarra	13 Harewood Street Forrestfield
NY 142	Cassandra Jackamarra	13 Harewood Street Forrestfield

Id Number	Member Name	Address
NY 143	Duane Jackamarra	13 Harewood Street Forrestfield
NY 144	Nigel Patrick Jackamarra	102 Agincourt Drive Forrestfield
NY 145	Tania Maria Jackamarra	17 Bellis Place Belmont
NY 146	Darren Jacobs	619 Sharpe Court Roebourne
NY 147	Lorraine Jacobs	433b Sherlock Street Roebourne
NY 148	Roderick Jacobs	619 Sharpe Court Roebourne
NY 149	Tanya Jacobs	619 Sharpe Court Roebourne
NY 156	Geraldine Jenkins	587 Andover Way Roebourne
NY 155	Helen Jenkins	Frangipanni Way Tom Price
NY 162	Calvin Jerrold	122 Sholl Street Roebourne
NY 160	David Jerrold	122 Sholl Street Roebourne
NY 158	Kenny Jerrold	Cheeditha Community Roebourne
NY 159	Maudie Jerrold	Cheeditha Community Roebourne
NY 161	William Jerrold	122 Sholl Street Roebourne
NY 163	Maureen Kelly	1 Corboys Place South Hedland
NY 164	Margaret Kennedy	440 Fraser Street Roebourne
NY 165	Tim Kerr	508f Warrior Street Karratha
NY 166	Jeannie King	434a Sherlock Street Roebourne
NY 167	Woodley King	434 Sherlock Street Roebourne
NY 168	James Laylan	22b Charles Ball Drive PO Box 707 Port Hedland
NY 169	Glen Robert Lee	580 Munga Court Roebourne
NY 170	Donald Lewis	Cheeditha Community Roebourne
NY 171	Arnold Lockyer	5 Gregory Way Karratha
NY 180	Barbara Lockyer	62a Bohemia Street Marble Bar
NY 172	Darren Lockyer	484 Crawford Way Roebourne
NY 173	Doreen Lockyer	236 Comet Road Marble Bar
NY 174	Michael Lockyer	403 Hampton Street Roebourne
NY 179	Michael Kevin Lockyer	403 Hampton Street Roebourne
NY 175	Peter Craig Lockyer	442 Fraser Street Roebourne
NY 181	Phillip Lockyer	4 Beagle Place South Hedland

Id Number	Member Name	Address
NY 176	Pietta Kaye Lockyer	403b Hampton Street Roebourne
NY 177	Richard Gavin Lockyer	502 Andover Way Roebourne
NY 178	Shaun Wesley Lockyer	502 Andover Way Roebourne
NY 182	Troy Long	515 Tozer Street Roebourne
NY 183	Alexander Roderick Mackay	Post Office Marble Bar
NY 190	Kathleen Mackay	2 Acacia Way South Hedland
NY 187	Kathleen Mackay	9 Accasia Way South Hedland
NY 186	Margaret Christine Mackay	34 Spoonbill Crescent South Hedland
NY 185	Rhonda Leslie Mackay	20 Coyboys Place Roebourne
NY 184	Sheryl Anne Mackay	288 Bohemia Street Marble Bar
NY 188	Alfie Malcolm	Cheeditha Village Roebourne
NY 189	Berrie Malcolm	434a Sherlock Street Roebourne
NY 191	Harry Mills	117 Sholl Street Roebourne
NY 192	Gavin Mippy	8 Burt Close Onslow
NY 193	Roseanne Mippy	3rd Ave. Onslow
NY 195	Bruce Monadee	2 Riders Court Karratha
NY 199	Janelle Mowarin	Yandeyarra Community Roebourne
NY 196	Kylie Mowarin	PO Box 109 Roebourne
NY 198	Lynette Mowarin	491 Crawford Way Roebourne
NY 200	Sonya Mowarin	508 Crawford Way Roebourne
NY 197	Thomas Mowarin	Chirritta Station Roebourne
NY 201	Anthony Munda	603 Sharpe Court Roebourne
NY 202	Berchel Munda	603 Sharpe Court Roebourne
NY 203	Cyril Munda	Muru Court Roebourne
NY 205	Lennie Munda	604 Sharpe Court Roebourne
NY 204	Pansy Munda	604 Sharpe Court Roebourne
NY 206	Alec Ned	Cheeditha Community Roebourne
NY 207	Rebecca Parfitt	Cherratta Station Roebourne
NY 208	Johnnelle Rhonda Parker	54 Ingerup Place Tom Price
NY 209	Barry Pat	588 Andover Way Roebourne

Id Number	Member Name	Address
NY 210	Esther Pat	588 Andover Way Roebourne
NY 212	Mavis Pat	580a Munga Court Roebourne
NY 213	Owen James Pat	588 Andover Way Roebourne
NY 214	Patrisha Pat	588 Andover Way Roebourne
NY 215	Terrence Pat	588 Andover Way Roebourne
NY 216	Eileen Percy	PO Box 84 Onslow
NY 217	Stephanie Percy	PO Box 84 Onslow
NY 219	Francis Phillips	Andover Way Roebourne
NY 218	Kevin Horrace Phillips	603 Sharpe Court Roebourne
NY 220	Landon Aston Punch	667 Lockyer Way Roebourne
NY 221	Vanessa Anne Punch	667 Lockyer Way Roebourne
NY 225	Gail Ramirez	311 Brown Place South Hedland
NY 223	Gary Ramirez	13 Smith Court Roebourne
NY 224	Janice Marie Ramirez	4 Smith Court South Hedland
NY 222	Lynette Ramirez	7 Dorrigo Loop South Hedland
NY 227	Rodney Ramirez	20 Firethorn Retreat Mirrabooka
NY 226	Shaun Adrian Ramirez	149 Yameshita Road Broome
NY 230	Aquarnis Robin James Ranger	13 Turre Place Broome
NY 229	Bronwyn Ranger	576 Andover Way Roebourne
NY 231	George Murray Ranger	13 Turre Place Broome
NY 228	Rhiannon Ranger	576 Andover Way Roebourne
NY 232	Wendy (Nee Walker) Ryan	Yandeyarra Community South Hedland
NY 233	Dianne Estelle Ryder	5a Criddle Way Karratha
NY 235	James Ryder	19 Herbert Way Wickham
NY 234	Linda Ryder	37 Carlsen Way Karratha
NY 236	Maxie Sambo	Cherritta Station via Roebourne
NY 237	Gina Samson	570 Crawford Way Roebourne
NY 238	Josie Samson	569 Andover Way Roebourne
NY 239	Violet Samson	591 Andover Way Roebourne
NY 240	Aileen Sandy	603 Sharpe Court Roebourne

Id Number	Member Name	Address
NY 242	Ricky Sandy	434b Shjerlock Street Roebourne
NY 243	Russell Sandy	434b Shjerlock Street Roebourne
NY 244	Terance Sandy	577 Andover Way Roebourne
NY 245	Warren Sandy	577 Andover Way Roebourne
NY 246	Brenda Simmonds	744 Andover Way Roebourne
NY 247	Julie Simmonds	Hse/4 Cheeditha Roebourne
NY 248	Lindsay Simmonds	Hse/4 Cheeditha Roebourne
NY 250	Diana Smith	661 Burrup Street Roebourne
NY 251	Frank Smith	483 Crawford Way Roebourne
NY 252	Nora Smith	430a Sherlock Street Roebourne
NY 253	Dora Solomon	585 Munga Court Roebourne
NY 257	James Solomon	585 Munga Court Roebourne
NY 255	Roberta Solomon	585 Munga Court Roebourne
NY 256	Travis James Solomon	585 Munga Court Roebourne
NY 258	Julie Stevens	117 Sholl Street Roebourne
NY 259	Annabelle Stewart	7 Burt Close Onslow
NY 260	Joshua David Stock	585 Munga Court Roebourne
NY 261	Betty Toby	615 Cleaver Court Roebourne
NY 262	Caroline Toby	Goodabinya Community Marble Bar
NY 263	Cheryl Toby	610 Maru Court Roebourne
NY 264	Christine Toby	408 Harding Way Roebourne
NY 265	Daniel Toby	PO Box 2 Marble Bar
NY 271	Davin Toby	621 Cleaver Street Roebourne
NY 266	Dwayne Toby	615 Cleaver Court Roebourne
NY 267	Florence Toby	615 Cleaver Court Roebourne
NY 268	Jennifer Toby	515 Tozer Street Roebourne
NY 269	Kevin Toby	PO Box 67 Marble Bar
NY 270	Stewart Toby	PO Box 12 Marble Bar
NY 272	Geoffrey Togo	Post Office Roebourne
NY 274	Danny True	Hse/12 Cheeditha Roebourne

Id Number	Member Name	Address
NY 275	Karen True	603 Sharpe Court Roebourne
NY 276	Mavis True	Hse/3 Cheeditha Roebourne
NY 277	Rexie True	Hse/3 Cheeditha Roebourne
NY 278	Vincent True	3 Mile Camp Roebourne
NY 279	Jill Tucker	5 McRae Street Roebourne
NY 367	Dulcie Tumbler	Cheeditha Community Roebourne
NY 281	Christopher John Turland	150 Yarrunga Court South Hedland
NY 280	Doreen Turland	162 Paton Road South Hedland
NY 298	Alma (Diamond) Walker	483 Crawford Way Roebourne
NY 299	Clayton Walker	Yandeyarra Community South Hedland
NY 283	Darryl John Walker	53 Limpet Crescent South Hedland
NY 296	Deborah Jean Walker	Yandeyarra Community South Hedland
NY 295	Dianne Tracey Walker	2 Corboys Place South Hedland
NY 297	Elizabeth Maxine Walker	5 Mitchie Crescent Roebourne
NY 300	Faye Walker	Yandeyarra Community South Hedland
NY 301	Jeannice Walker	Yandeyarra Community South Hedland
NY 284	Kenny (Snr) Walker	Yandeyarra via Port Hedland
NY 302	Marlene Walker	Yandeyarra Community South Hedland
NY 286	Mary Walker	422 Sherlock Street Roebourne
NY 304	Michael (Jnr) Walker	Yandeyarra Com. Port Hedland
NY 282	Michael (Snr) Walker	Yandeyarra Community Port Hedland
NY 290	Ross John Walker	575 Andover Way Roebourne
NY 291	Sally Anne Walker	32 Herbert Way Wickham
NY 303	Shirley Walker	598 Maru Court Roebourne
NY 292	Sidney Ceric Walker	3 McRae Street Wickham
NY 293	Travis Anthony Walker	53 Limpet Crescent South Hedland
NY 294	Warren Walker	Yandeyarra Community South Hedland
NY 305	Nellie Wally	599 Muru Court Roebourne
NY 306	Renee Wally	585 Munga Court Roebourne
NY 307	Bridget Warrie	Cheeditha PO Box 212 Roebourne

Id Number	Member Name	Address
NY 308	Kaye Warrie	Cheeditha PO Box 212 Roebourne
NY 309	Sharon Warrie	Cheeditha PO Box 212 Roebourne
NY 310	Terrance Warrie	Cheeditha Roebourne
NY 311	Cora Watson	609 Maru Court Roebourne
NY 312	Robbie Watson	597 Maru Court Roebourne
NY 313	Rocky Wedge	Bindi Bindi Onslow
NY 314	Evelyn Weir	7 Mitchie Crescent South Hedland
NY 316	Desmond Whalebone	593 Andover Way Roebourne
NY 315	Edie Whalebone	593 Andover Way Roebourne
NY 317	Sodie Williams	576 Andover Way Roebourne
NY 318	Terry Willis	Cheeditha Community Roebourne
NY 320	Joyce Wilson	122 Sholl Street Roebourne
NY 321	Bruce Woodley	43 Legendre Road Karratha
NY 324	Michael I Woodley	510 Andover Way Roebourne
NY 323	Shirley Woodley	434 Sherlock Street Roebourne

ANNEXURE B

APPLICATION FORM FOR MEMBERSHIP

NAME.....(NEE).....

ADDRESS.....

.....

DATE OF BIRTH: DAY MONTH YEAR.....

AGE

GROUP

NGARLUMA

YINDJIBARNDI

In consideration of the acceptance of this Application, I agree to be bound by the terms of the Agreement between the North West Shelf Joint Venturers and Woodside Energy Ltd and the Ngarluma and Yindjibarndi people dated 22 December 1998 details of which are attached

I acknowledge that I am liable to pay \$5.00 towards the debts and liabilities of the Foundation only in the event that the Foundation is wound up.

I consent to become a member of the Ngarluma and Yindjibarndi Foundation Limited and agree to be bound by the Constitution of the Ngarluma and Yindjibarndi Foundation Limited.

SIGNATURE OF APPLICANT.....

SIGNATURE OF WITNESS

NAME OF WITNESS

NAME OF PROPOSER.....

MEMBERSHIP NUMBER OF PROPOSER.....

SIGNATURE OF PROPOSER.....

NAME OF SECONDER.....

MEMBERSHIP NUMBER OF SECONDER.....

SIGNATURE OF SECONDER.....

DATE: DAY MONTH YEAR

Director.....

Director.....

ANNEXURE C

APPLICATION FORM FOR CHILD MEMBERSHIP

NAME.....

ADDRESS.....

.....

DATE OF BIRTH DAY MONTH YEAR

AGE

GROUP

NGARLUMA

YINDJIBARNDI

NAME OF PROPOSER.....

MEMBERSHIP NUMBER OF PROPOSER.....

SIGNATURE OF PROPOSER.....

DATE: DAY MONTH YEAR

**ANNEXURE D
PROXY FORM
NGARLUMA AND YINDJIBARNDI FOUNDATION LIMITED**

NAME.....

ADDRESS.....

being a Member of NGARLUMA AND YINDJIBARNDI FOUNDATION LIMITED hereby appoint

NAME OF PROXY.....

ADDRESS OF PROXY.....

or failing that person

NAME OF ALTERNATIVE PROXY.....

ADDRESS OF ALTERNATIVE PROXY.....

as my proxy to vote for me on my behalf at the (Annual General Meeting*/Special General Meeting*/ or General Meeting* as the case may be) of the Foundation to be held on the day of 2000 and at any adjournment thereof.

My proxy is hereby authorised to vote [in favour of *] [against *] the following resolutions:

- 1
- 2
- 3
- 4
- 5

Signed this day of 2000

.....
SIGNATURE OF MEMBER

.....
SIGNATURE OF WITNESS
(NOTE: WITNESS MUST NOT BE PERSON APPOINTED PROXY)

(Note: In the event of the Member desiring to vote for or against any resolution he or she may instruct his or her proxy accordingly. Unless otherwise instructed, the proxy may vote as he or she thinks fit.)

*** DELETE WHICHEVER DOES NOT APPLY**

ANNEXURE E

NOMINATION FORM FOR DIRECTOR

NAME OF NOMINEE.....

NAME OF PROPOSER.....

MEMBERSHIP NUMBER OF PROPOSER.....

SIGNATURE OF PROPOSER.....

NAME OF SECONDER.....

MEMBERSHIP NUMBER OF SECONDER.....

SIGNATURE OF SECONDER.....

I agree to accept my nomination to stand for election as a Director of the Ngarluma and Yindjibarndi Foundation Limited. I wish to stand for election as a Director for the following group:

NGARLUMA 9

YINDJIBARNDI 9

SIGNATURE OF APPLICANT.....

DATE: DAY MONTH YEAR

ANNEXURE F

MAP OF FOUNDATION REGION

THIS IS ANNEXURE 1 OF 49 PAGES
REFERRED TO IN FORM 201
APPLICATION FOR REGISTRATION
OF AN AUSTRALIAN COMPANY

**NGARLUMA AND YINDJIBARNDI
FOUNDATION LIMITED**

CONSTITUTION

Dwyer Durack
Lawyers
Dwyer Durack House
40 St Georges Terrace
Perth Western Australia 6000

Telephone: (08) 9325 9277
Facsimile: (08) 9221 1773