

AUSTRALIAN SECURITIES & INVESTMENTS COMMISSION

A Company Limited by Shares

CONSTITUTION

OF

XTEK LIMITED

ACN 103 629 107

ELRINGTON BOARDMAN ALLPORT
Solicitors

CANBERRA

CONSTITUTION

Of

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1 PART 1 - PRELIMINARY

1.1 Name

The name of the Company is Xtek Limited.

1.2 Interpretation

(a) In this Constitution unless the context requires otherwise:

"Act" means the Corporations Act and includes a reference to the Corporations Regulations.

"Alternate Director" means a person appointed as an alternate Director in accordance with Rule 6.5;

"ASX" means Australian Stock Exchange Limited.

"Business Day" has the meaning given to that term in the Listing Rules;

"Call" includes any instalment of a call and any amount due on allotment of any share.

"Chairperson" means the chairperson of the Directors or other person occupying the position of chairperson under Rule 6.11.

"CHESS Approved" has the meaning given to that term in the Listing Rules;

"Committee" means a Committee to which powers have been delegated by the Directors under Rule 6.14.

"Company" means XTEK Limited.

"Constitution" means this Constitution as amended.

"Director" means:

- (a) a person appointed and acting in the position of a Director of the Company; or
- (b) an Alternate Director appointed in accordance with this Constitution acting in the capacity of a Director of the Company;

"Dividend" includes interim dividend;

"Listed Company" means a company admitted to, and not removed from, the official list of entities of ASX;

"Listing Rules" means the Listing Rules of ASX and any other rules of ASX which are applicable while the entity is admitted to the Official List of ASX, each as amended or replaced from time to time, except to the extent of any express written waiver by ASX;

"Managing Director" means a Director appointed as managing director in accordance with Rule 7.1;

"Marketable Parcel" has the meaning given to that term in the Listing Rules;

"Office" means the registered office of the Company.

"Present in person" means present in person, by proxy, by attorney and, in the case of a corporation, by representative and, in the case of an individual envisaged in Rule 4.4 or 5.8(f), by legal personal representative, committee, trustee or other proper appointee;

"Proper SCH transfer" has the same meaning as that term has under the Act ;

"Register" means any register of members of the Company wherever located;

"Registered address" means the address of a shareholder specified on a transfer or any other address of which the shareholder notifies the Company as a place at which the shareholder is willing to accept service of notices.

"Restricted Securities" has the meaning given to that term in the Listing Rules.

"Rules" means these Rules, as amended.

"SCH Business Rules" has the meaning given to that term in the Act.

"Secretary" means a person appointed as, or to perform the duties of, a Secretary of the Company.

"Securities" includes shares, rights to shares, options to acquire shares and other securities with rights of conversion to equity and debentures, debenture stock, notes and other obligations of the Company.

"writing" and "written" includes printing, typing, lithography, facsimile and other modes of reproducing words in a visible form.

- (b) Unless the context otherwise requires:
- (i) a word or phrase which is given a meaning by the Act has the same meaning in this Constitution,
 - (ii) words in the singular include the plural and vice versa-, and
 - (iii) a reference to the Act or any other statute or regulation, means the Act, statute or regulation as amended, modified or substituted.
- (c) The headings do not affect the construction of this Constitution.

1.3 Application of the Corporations Act, Listing Rules and SCH Business Rules

- (a) This Constitution is to be interpreted subject to the *Corporations Act* and (while the Company is a Listed Company) the Listing Rules and the SCH Business Rules.
- (b) While the Company is a Listed Company, the Company and the Directors must comply with the obligations respectively imposed on them under the Listing Rules and the SCH Business Rules.
- (c) Unless the contrary intention appears, an expression in a rule that deals with a matter dealt with by a provision of the *Corporations Act*, the Listing Rules or the SCH Business Rules has the same meaning as in that provision.
- (d) Subject to paragraph (c), unless the contrary intention appears, an expression in a rule that is defined in section 9 of the *Corporations Act* has the same meaning as in that section.

1.4 Effect of the Listing Rules

While the Company is a Listed Company, the following provisions apply:

- (a) notwithstanding anything contained in this Constitution, if the Listing Rules prohibit an act being done, the act must not be done;
- (b) nothing contained in this Constitution prevents an act being done that the Listing Rules require to be done;
- (c) if the Listing Rules require an act to be done or not to be done, authority is given for that act to be done or not to be done (as the case may be);
- (d) if the Listing Rules require this Constitution to contain a provision and it does not contain such a provision, this Constitution is deemed to contain that provision;
- (e) if the Listing Rules require this Constitution not to contain a provision and it contains such a provision, this Constitution is deemed not to contain that provision;
- (f) if any provision of this Constitution is or becomes inconsistent with the Listing Rules, this Constitution is deemed not to contain that provision to the extent of the inconsistency.

1.5 Exercise of Powers

- (a) The Company may exercise in any manner permitted by the *Corporations Act* any power which under the *Corporations Act* a company limited by shares may exercise.
- (b) Where this Constitution provides that a person or body may do a particular act or thing and the word "may" is used, the act or thing may be done at the discretion of the person or body.
- (c) Where this Constitution confers a power to do a particular act or thing, the power is, unless the contrary intention appears, to be taken as including a power exercisable in the like manner and subject to the like conditions (if any) to repeal, rescind, revoke, amend or vary that act or thing.
- (d) Where this Constitution confers a power to do a particular act or thing with respect to particular matters, the power is, unless the contrary intention appears, to be taken to include a power to do that act or thing with respect to some only of those matters or with respect to a particular class or particular classes of those matters and to make different provision with respect to different matters or different classes of matters.
- (e) Where this Constitution confers a power to make appointments to any office or position, the power is, unless the contrary intention appears, to be taken to include a power:
 - (i) to appoint a person to act in the office or position until a person is appointed to the office or position;
 - (ii) subject to any contract between the Company and the relevant person, to remove or suspend any person appointed, with or without cause; and
 - (iii) to appoint another person temporarily in the place of any person so removed or suspended or in place of any sick or absent holder of such office or position.
- (f) Where this Constitution confers a power or imposes a duty then, unless the contrary intention appears, the power may be exercised and the duty must be performed from time to time as the occasion requires.
- (g) Where this Constitution confers a power or imposes a duty on the holder of an office as such then, unless the contrary intention appears, the power may be exercised and the duty must be performed by the holder for the time being of the office.
- (h) Where this Constitution confers power on a person or body to delegate a function or power:
 - (i) the delegation may be concurrent with, or to the exclusion of, the performance or exercise of that function or power by the person or body;
 - (ii) the delegation may be either general or limited in any manner provided in the terms of delegation;
 - (iii) the delegation need not be to a specified person but may be to any person from time to time holding, occupying or performing the duties of, a specified office or position;
 - (iv) the delegation may include the power to delegate;
 - (v) where the performance or exercise of that function or power is dependent upon the opinion, belief or state of mind of that person or body in relation to a matter, that function or power may be performed or exercised by the delegate upon the opinion, belief or state of mind of the delegate in relation to that matter; and
 - (vi) the function or power so delegated, when performed or exercised by the delegate, is to be taken to have been performed or exercised by the person or body

1.6 Exclusion of Replaceable Rules

The replaceable rules in the Act applicable to a public company do not apply to the Company.

2 PART 2 - SHARES

2.1 Issue of shares with special rights

Without affecting any special rights conferred on the holders of any shares, any share in the capital of the Company may be issued with preferred, deferred or other special rights, obligations or restrictions, whether in regard to dividends, voting, return of share capital, payment of calls or otherwise, as the Directors may determine.

2.2 Directors' power to issue shares

Except as provided by contract or this Constitution to the contrary, all unissued shares are under the control of the Directors who may grant options on the shares, issue or otherwise dispose of the shares on the terms and conditions and for the consideration they think fit. An issue of shares of the same class as an existing class of shares is not to be considered to constitute a variation of the rights of the holders of shares in the existing class. Any Director or any person who is an associate of a Director may participate in any issue by the Company of securities.

2.3 Preference shares

The Company may issue preference shares from time to time. Preference shares have the following rights and restrictions:

- (a) repayment of capital: the right in priority to any other class of share to repayment of the amount of the share:
 - (i) in a winding up or reduction of capital; and
 - (ii) in the case of a redeemable preference share, on redemption.
- (b) dividends from profits: the right to payment out of the profits of the Company of a preferential dividend in priority to the payment of a dividend on any other class of shares, accruing from day to day and payable on the amount paid on the share at the times and at the rate, which may be fixed or variable, specified at the time of issue;
- (c) accrued dividends: the right in priority to any other class of shares to the amount of any dividend accrued but unpaid on the share:
 - (i) in a winding up or reduction of capital; and
 - (ii) in the case of a redeemable preference share, on redemption;
- (d) participation in surplus assets and profits: no rights to participate in the profits or property of the Company other than as set out in this Rule 2.3 whether on a winding up, reduction of capital or redemption in the case of a redeemable preference share;
- (e) attending general meetings and receiving documents: the same right as the holder of an ordinary share to:
 - (i) receive notice of a general meeting;
 - (ii) attend the general meeting;
 - (iii) receive notices, reports and audited accounts.
- (f) voting: the right to vote in the following circumstances and in no other circumstances:
 - (i) on a proposal to wind up the Company or reduce the share capital of the Company or to dispose of all the property, business and undertaking of the Company;
 - (ii) during the period during which a dividend or part of a dividend in respect of the preference share is in arrears;
 - (iii) on a resolution to approve the terms of a buy-back agreement;
 - (iv) on a proposal that affects rights attached to the share; or
 - (v) during the winding up of the Company;

- (g) redemption: in the case of a redeemable preference share, the right to require the Company to redeem the preference share at the time and place specified in the certificate for the preference share; and
- (h) restrictions: the restrictions, if any, specified in the certificate for the preference share.

2.4 Classes of shares

- (a) Whenever the capital by reason of the issue of preference shares or otherwise is divided into different classes of shares all or any of the rights and privileges attached to each class may be varied by agreement between the Company and any person purporting to contract on behalf of that class provided such agreement is ratified in writing by the holders of at least three-fourths of the number of issued shares of the class or is confirmed by a resolution passed at a separate general meeting of the holders of shares of that class and all the provisions of this Constitution as to general meetings apply so far as they can to every such meeting but so that the quorum will be members present in person holding three-fourths of the number of the issued shares of the class.
- (b) Any shares of a class may be converted to shares of any other class by agreement between the Company and all the holders of the shares to be converted on such terms as the Directors determine.
- (c) Any issue of securities ranking in priority, or any conversion of existing securities to securities ranking equally or in priority, to an existing class of preference shares is a variation of the rights attached to that existing class of preference shares.
- (d) Any issue of securities ranking in priority, or any conversion of existing securities to securities ranking equally or in priority, to an existing class of shares (other than preference shares) does not constitute a variation of the rights attached to that existing class of ordinary shares.

2.5 Joint holders

Where two or more persons are registered as the holders of any shares, they are considered to hold the shares as joint tenants with benefits of survivorship subject to the following provisions:

- (a) the Company is not bound to register more than three persons as the holders of the shares except where otherwise required under the SCH Business Rules;
- (b) the joint holders of the shares are liable severally as well as jointly in respect of all payments which ought to be made in respect of the shares;
- (c) on the death of any one of the joint holders, the survivor is the only person recognised by the Company as having any title to the shares but the Directors may require evidence of death and the estate of the deceased joint holder is not released from any liability in respect of the shares;
- (d) any one of the joint holders may give a receipt for any dividend, bonus or return of capital payable to the joint holders;
- (e) only the person whose name stands first in the Register as one of the joint holders of the shares is entitled, if the Company determines to issue certificates for shares, to delivery of a certificate relating to the shares or to receive notices from the Company and any notice given to that person is considered to be notice to all the joint holders; and
- (f) any one of the joint holders may vote at any meeting of the Company either personally or by duly authorised representative, proxy or attorney, in respect of the shares as if that joint holder was solely entitled to the shares. If more than one of the joint holders are present personally or by duly authorised representative, proxy or attorney, only the vote of the joint holder whose name appears first in the Register counts.

2.6 Non-recognition of equitable or other interests

Except as otherwise provided in this Constitution or as required by law, the Company is entitled to treat the registered holder of any share as the absolute owner of the share and is

not bound to recognise (even when having notice) any equitable or other claim to or interest in the share on the part of any other person.

2.7 Brokerage and Commission

- (a) The Company may exercise the powers to pay brokerage or commission conferred by the Act in the manner provided by the Act.
- (b) The brokerage or commission may be satisfied by the payment of cash or by the allotment of fully or partly paid shares or partly by the payment of cash and partly by the allotment of fully or partly paid shares.

2.8 Certificates and Holding Statements

- (a) The Directors may subject to the Company's obligations under the Corporations Act determine to issue certificates for shares or other securities of the Company, to cancel any certificates on issue, to replace lost, destroyed or defaced certificates on issue on the basis and in the form they think fit from time to time.
- (b) While the Company is a Listed Company:
 - (i) in relation to Uncertificated Holdings, the Company must comply with its obligations under the Listing Rules and the SCH Business Rules regarding the provision to members of holding statements; and
 - (ii) in relation to Certificated Holdings, the Company must comply with its obligations under the Act, the Listing Rules and the SCH Business Rules regarding the issue to members of certificates for shares.

2.9 Power to alter share capital

The Company in general meeting may reduce or alter its share capital in any manner provided for by the Act. The Directors may do anything which is required to give effect to any resolution authorising reduction or alteration of the share capital of the Company and, without limitation, may make provision for the issue of fractional certificates or sale of fractions of shares and distribution of net proceeds as they think fit.

2.10 Employee Share Plan

The Directors may:

- (a) implement an employee share and/or option plan on such terms as they think fit under which securities of the Company or of a related body corporate may be issued or otherwise provided to or for the benefit of any officer (including, without limitation, any Director) of the Company or of a related body corporate or to a relative of that officer or to an entity in which that officer or a relative of that officer has an interest;
- (b) amend, suspend or terminate any employee share and/or option plan implemented by them; and
- (c) give financial assistance in connection with the acquisition of securities of the Company or of a related body corporate under any employee share and/or option plan in any matter permitted by the Act.

2.11 Restricted securities

- (a) The holder of any share capital classified by ASX as restricted securities must not dispose of those restricted securities during the escrow period relating to them except as permitted by the Listing Rules or ASX and ceases to be entitled to any dividend, distribution or any voting rights in respect of those restricted securities during the period of a breach of the Listing Rules relating to the restricted securities, or a breach of a restriction agreement entered into by the Company under the Listing Rules relating to the escrow of the restricted securities.
- (b) The Company must refuse to acknowledge a disposal (including registering a transfer) of restricted securities during the escrow period relating to them except as permitted by the Listing Rules or ASX.

2.12 Non-Marketable Parcels

- (a) The Company may sell the shares of a holder who has less than a Marketable Parcel of those shares on the following conditions:
 - (i) The Company may do so only once in any 12 month period.
 - (ii) The Company must notify the holder in writing of its intention in the manner authorised by rule 10.
 - (iii) The holder must be given at least six weeks from the date the notice is sent in which to tell the Company that the holder wishes to retain the holding.
 - (iv) If the holder tells the Company under rule 2.12(a)(iii) that the holder wishes to retain the holding, the Company is not permitted to sell it.
 - (v) The Company's power to sell lapses following the announcement of a Takeover. The procedure may be started again after the close of the offers made under the Takeover.
 - (vi) The Company must ensure that it or the purchaser pays the costs of the sale.
 - (vii) In the case of a Certificated Holding, the Company must not send the proceeds of the sale to the holder until the Company has received any certificate relating to the shares (or it is satisfied that the certificate has been lost or destroyed).
- (b) Subject to rule 2.12(a), the Listing Rules and the SCH Business Rules, the Company may sell the shares under this rule 2.12 on the terms and in the manner the directors think appropriate.
- (c) Where any shares are sold under this rule 2.12, the directors may:
 - (i) receive the purchase money or consideration given for the shares on the sale;
 - (ii) effect a transfer of the shares and, if necessary, execute, or appoint a person to execute, on behalf of the former holder an instrument of transfer of the shares or any other instrument for the purpose of giving effect to the sale; and
 - (iii) register as the holder of the shares the person to whom the shares have been sold.
- (d) In the case of shares held as an Uncertificated Holding, the company must do all things necessary or appropriate for it to do under the SCH Business Rules to effect a sale of shares under this rule.
- (e) The title of a person to whom shares are sold under this rule is not affected by an irregularity or invalidity in connection with that sale.
- (f) The remedy of any person aggrieved by a sale of shares under this rule is limited to damages only and is against the company exclusively.
- (g) The company may deduct from the proceeds of a sale of shares under this rule 2.12, all sums of money presently payable by the former holder to the company for calls due and payable and apply the amount deducted in or towards satisfaction of the money owing.
- (h) A statement in writing signed by a director or secretary of the company to the effect that a share in the company has been duly sold under rule 2.12 on a date stated in the statement, is conclusive evidence of the facts stated in the statement as against all persons claiming to be entitled to the share and of the right of the company to sell the share.

3 PART 3 - CALLS FORFEITURE INDEMNITY AND LIEN

3.1 Power to make calls

- (a) Subject to the terms on which any shares may have been issued, the Directors may make calls on the shareholders in respect of money unpaid on their shares. Each shareholder is liable to pay the amount of each call in the manner, at the time and at the place specified by the Directors. Calls may be made payable by instalments.

- (b) The Company may make arrangements on the issue of shares for a difference between the holders of those shares in the amount of calls to be paid and the time of payment of the calls.
- (c) A call is taken to have been made at the time when the resolution of the Directors authorising the call was passed. The call may be revoked or postponed at the discretion of the Directors at any time prior to the date on which payment in respect of the call is due. The non-receipt of a notice of any call by, or the accidental omission to give notice of any call to, any shareholder does not invalidate the call.
- (d) If any sum payable in respect of a call is not paid on or before the date for payment, the shareholder from whom the sum is due is to pay interest on the unpaid amount from the due date to the date of payment at the rate the Directors determine. The Directors may waive the whole or part of any interest paid or payable under this Rule.
- (e) If, by the terms of an issue of shares, any amount is payable in respect of any shares by instalments, every instalment is payable as if it is a call duly made by the Directors of which due notice had been given, and all provisions of this Constitution with respect to the payment of calls and of interest or to the forfeiture of shares for non-payment of calls or with respect to liens or charges apply to the instalment and to the shares in respect of which it is payable.

3.2 Prepayment of Calls

- (a) The Directors may accept from a member the whole or a part of the amount unpaid on a share although no part of that amount has been called up.
- (b) The Directors may authorise payment by the Company of interest on the whole or any part of an amount so accepted, until the amount becomes payable, at such rate, not exceeding the prescribed rate, as is agreed between the Directors and the member paying the sum.
- (c) For the purposes of Rule 3.2(b), the prescribed rate of interest is:
 - (i) if the Company has fixed a rate by resolution the rate so fixed; and
 - (ii) in any other case 6% per annum.

3.3 Forfeiture

- (a) If any shareholder fails to pay any sum payable in respect of any shares, either for issue money, calls or instalments, on or before the day for payment, the Directors may serve a notice on the shareholder requiring that shareholder to pay the sum together with interest accrued and all expenses incurred by the Company by reason of the non-payment. The notice may be served at any time whilst any part of the sum remains unpaid.
- (b). The notice referred to in Rule 3.3(a) is to name a day on or before which the sum, interest and expenses (if any) are to be paid and the place where payment is to be made and that, if payment is not made by the time and at the place specified, the shares in respect of which the sum is payable are liable to be forfeited.
- (c) In their discretion, the Directors may accept a surrender of shares by way of compromise of any question as to whether or not those shares have been validly issued or in any other case where the surrender is within the powers of the Company. Any shares surrendered may be sold or re-issued in the same manner as forfeited shares.
- (d) If there is non-compliance with the requirements of any notice given under Rule 3.3(a) any shares in respect of which notice has been given may be forfeited by a resolution of the Directors passed at any time after the day specified in the notice for payment. The forfeiture is to include all dividends, interest and other money payable by the Company in respect of the forfeited shares and not paid before the forfeiture.
- (e) When any share is forfeited, notice of the resolution of the Directors must be given to the shareholder in whose name the share was registered immediately prior to the forfeiture, and an entry of the forfeiture and the date of forfeiture must be made in the Register. Failure to give notice or make the entry as required by this Rule does not invalidate the forfeiture.

3.4 Disposal of forfeited shares

- (a) Any forfeited share is considered to be the property of the Company and the Directors may sell or otherwise dispose of or deal with the share in any manner they think fit and with or without any money paid on the share by any former holder being credited as paid up.
- (b) At any time before any forfeited share is sold or otherwise disposed of the Directors may annul the forfeiture of the share on any condition they think fit.
- (c) Any shareholder whose shares have been forfeited is, despite the forfeiture, liable to pay and must immediately pay to the Company all sums of money, interest and expenses owing on or in respect of the forfeited shares at the time of forfeiture, together with expenses and interest from that time until payment at the rate the Directors determine. The Directors may enforce the payment or waive the whole or part of any sum paid or payable under this Rule as they think fit.

3.5 Company's lien or charge

- (a) The Company has a first and paramount lien or charge for unpaid calls, instalments, interest due in relation to any calls or instalments and any amounts the Company is called on by law to pay in respect of the shares of a shareholder on shares registered in the name of the shareholder in respect of which the calls, instalments and interest are due and unpaid (whether then payable or not) or in respect of which the amounts are paid and on the proceeds of sale of the shares.
- (b) The Company's lien or charge (if any) extends to all dividends and bonuses declared in respect of the shares but, if the Company registers a transfer of any shares on which it has a lien or charge without giving the transferee notice of any claim it may have at that time, the shares are freed and discharged from the lien or charge of the Company in respect of that claim.
- (c) Subject to rule 3.5(d) for the purpose of enforcing a lien or charge, the Directors may sell the shares which are subject to the lien or charge in any manner they think fit
- (d) A share on which the Company has a lien may not be sold unless:
 - (i) a sum in respect and of which the lien exists is presently payable
 - (ii) not less than 5 Business Days before the date of the sale the Company has given to the registered holder for the time being of the share or the person entitled to the share by reason of the death or bankruptcy of the registered holder a notice in writing setting out and demanding payment of such part of the amount in respect of which the lien exists as is presently payable.

3.6 Title to shares forfeited or sold to enforce lien

- (a) In a sale or a re-issue of forfeited shares or in the sale of shares to enforce a lien or charge, the Company may appoint a person to execute a transfer in favour of the person to whom the shares are sold.
- (b) Subject to the Listing Rules the Company must register the purchaser as the holder of the shares comprised in any such transfer discharged from all calls or other money due in respect of the shares prior to the re-issue or purchase and the person is not bound to see to the regularity of the proceedings or to the application of the purchase money or consideration and the person's title to the shares is not affected by any irregularity or invalidity in the proceedings relating to the forfeiture, sale or reissue.
- (c) The remedy of any person aggrieved by any such sale is in damages only and against the Company exclusively.
- (d) The Company may receive the purchase money or consideration (if any) given for the shares on any sale or re-issue.
- (e) The net proceeds of any sale or re-issue are to be applied first in payment of all costs in relation to the enforcement of the lien or charge or the forfeiture and of the sale or re-issue, next in satisfaction of the amount in respect of which the lien or charge exists as is then payable to the Company (including interest) or the amount in respect of the forfeited shares

then payable to the Company (including interest) and the residue (if any) paid to, or at the direction of, the person registered as the holder of the shares immediately prior to the sale or re-issue or to the person's executors, administrators or assigns on the production of any evidence as to title required by the Directors.

3.7 Indemnity for Payments by the Company

If any law of any place imposes or purports to impose any immediate or future or possible liability on the Company to make any payment, or empowers any government or taxing authority or government official to require the Company to make any payment, in respect of any securities held either jointly or solely by any holder or in respect of any transfer of those securities or in respect of any interest, dividends, bonuses or other money due or payable or accruing due or which may become due or payable to the holder by the Company on or in respect of any securities or for or on account or in respect of any holder of securities, whether because of-

- (a) the death of the holder;
- (b) the non-payment of any income tax or other tax by the holder;
- (c) the non-payment of any estate, probate, succession, death, stamp or other duty by the holder or a personal representative of that holder or by or out of the holder's estate;
- (d) any assessment of income tax against the Company in respect of interest or dividends paid or payable to the holder; or
- (e) any other act or thing, the Company in each case:
 - (i) is to be fully indemnified from all liability by the holder or the holders personal representative and by any person who becomes registered as the holder of the securities on the distribution of the deceased holder's estate;
 - (ii) has a lien or charge on the securities for all money paid by the Company in respect of the securities because of any law;
 - (iii) has a lien on all dividends, bonuses and other money payable in respect of the securities registered in the Register as held either jointly or solely by the holder for all money paid or payable by the Company in respect of the securities because of any law, together with interest at a rate the Directors may determine from the date of payment to the date of repayment, and may deduct or set off against any dividend, bonus or other money payable any money paid or payable by the Company together with interest;
 - (iv) may recover as a debt due from the holder or the holder's personal representative or any person who becomes registered as the holder of the securities on the distribution of the deceased holder's estate, any money paid by the Company because of any law which exceeds any dividend, bonus or other money then due or payable by the Company to the holder together with interest at a rate the Directors may determine from the date of payment to the date of repayment; and
 - (v) may, if any money is paid or payable by the Company under any law, refuse to register a transfer of any securities by the holder or the holder's personal representative until the money and interest is set off or deducted or, in case the money and interest exceeds the amount of any dividend, bonus or other money then due or payable by the Company to the holder, until the excess is paid to the Company.

Nothing in this Rule 3.7 prejudices or affects any right or remedy which any law confers on the Company and any right or remedy enforceable by the Company, whether against the holder or the holder's personal representatives.

4 PART 4 - TRANSFER AND TRANSMISSION OF SHARES

4.1 Transferability of shares

- (a) Subject to this Constitution and the Act , a member may transfer all or any of his shares by a transfer document in any form approved by ASX or in any other form that the Directors approve.
- (b) The Company may not charge a fee on the transfer of any shares.
- (c) A transferor of shares remains the holder of the shares transferred until the transfer is:
 - (i) effected in accordance with the SCH Business Rules; or
 - (ii) registered and the name of the transferee is entered in the register of members in respect of the shares.
- (d) An instrument of transfer must be signed by or on behalf of both the transferor and the transferee unless the Transfer:-
 - (i) relates only to fully paid shares and signature by the transferee has been dispensed with by the Directors; or
 - (ii) is a sufficient a transfer of marketable securities for the purposes of the Act .
- (e) An instrument of transfer must be duly stamped if required by Law to be stamped.

4.2 Registration of transfers

- (a) A transfer document must be left for registration at the registered office of the Company or at the address where the register is kept on which the shares to which such transfer relates are registered (or such other place as the Directors may determine) together with the certificate (if any) for the shares to which it relates and such other information as the Directors properly require to show the right of the transferor to make the transfer.
- (b) Subject to this Constitution, on compliance with Rule 4.2(a) the Directors must register the transferee as a shareholder.
- (c) The Directors may decline to register a transfer of shares which are not CHES Approved securities if the Listing Rules provide or would require that registration of the transfer may or should be refused.
- (d) In relation to securities of the Company which are CHES Approved:
 - (i) subject to Rules 4.2(d)(ii) - (iv), the Company must not prevent, delay or in any way interfere with the registration of a proper SCH transfer;
 - (ii) the Company may require a holding lock to be applied to specified CHES Approved securities where permitted to do so by the Listing Rules;
 - (iii) the Company may refuse to register a transfer where permitted to do so by the Listing Rules and must refuse to register a transfer if required to do so by the Listing Rules;
 - (iv) the Company may refuse to register a transfer where the transfer is not in registrable form.
- (e) If the Company refuses to register any transfer of shares, it must give to the transferee and to the stockbroker (if any) by whom the transfer was lodged for registration, written notice within 5 Business Days after the transfer was lodged with the Company, stating that the Company has so refused and the reasons for the refusal.

4.3 Suspension of transfers

Subject to the SCH Business Rules, the registration of transfers may be suspended at such times and for such periods as the Directors from time to time decide not exceeding in aggregate 30 days in any calendar year.

4.4 Transmission Of Shares

- (a) In the case of the death of a member, the survivor or survivors, where the deceased was a joint holder, and the legal personal representatives of the deceased, where he was a sole holder, are the only persons recognised by the Company as having any title to his interest in the shares.
- (b) This Rule does not release the estate of a deceased holder from any liability in respect of a share that had been held by him solely or jointly with other persons.
- (c) Subject to the Bankruptcy Act 1966, a person becoming entitled to a share in consequence of the death or bankruptcy of a member may, on the production of such information as is properly required by the Directors, elect either to be registered as holder of the share or to have some other nominated person registered as the transferee of the share.
- (d) If a person becoming entitled elects to be registered himself, he must deliver or send to the Company a notice in writing signed by him stating that he so elects. If he elects to have another person registered, he must execute a transfer of the share to that other person.
- (e) All the limitations, restrictions and provisions of this Constitution relating to the right to transfer and the registration of transfer of shares are applicable to any such notice or transfer as if the death or bankruptcy of the member had not occurred and the notice or transfer were a transfer signed by that member.
- (f) Where the registered holder of a share dies or becomes bankrupt, his legal personal representative or the trustee of his estate, as the case may be on the production of such information as is properly required by the Directors is entitled to the same dividends, entitlements and other advantages and to the same rights (whether in relation to meetings of the Company or to voting or otherwise) as the registered holder would have been entitled to if he had not died or become bankrupt.
- (g) Where 2 or more persons are jointly entitled to any share in consequence of the death of the registered holder, for the purpose of this Constitution they are taken to be joint holders of the share

5 PART 5 - GENERAL MEETINGS

5.1 Convening of general meetings

- (a) A general meeting may be convened by:
 - (i) a director, while the Company is a Listed Company;
 - (ii) the Directors by resolution of the Directors; or
 - (iii) members or the court in accordance with sections 249E, 249F and 249G of the Corporations Act.
- (b) A general meeting must be convened by the Directors in accordance with section 249D of the Corporations Act.
- (c) Subject to paragraph (e), the Directors may postpone, cancel or change the venue for a general meeting by giving notice not later than five Business Days before the time at which the general meeting was to be held:
 - (i) to each person who is at the date of the notice:
 - A. a member;
 - B. a director; or
 - C. an auditor of the Company; and
 - (ii) while the Company is a Listed Company, to ASX.
- (d) A notice postponing or changing the venue for a general meeting must specify the date, time and place of the general meeting.

- (e) A general meeting convened under section 249D of the Corporations Act may not be postponed beyond the date by which section 249D requires it to be held and may not be cancelled without the consent of the member or members who requested it.

5.2 Notice of general meetings

- (a) Subject to this Constitution and to the rights or restrictions attached to any shares or class of shares, notice of a general meeting must be given within the time limits prescribed by the Corporations Act and in the manner authorised by rule 10 to each person who is at the date of the notice:
 - (i) a member;
 - (ii) a director; or
 - (iii) an auditor of the Company, and, while the Company is a Listed Company, notice must be given to ASX within the time limits prescribed by the Listing Rules.
- (b) A notice of a general meeting must specify the date, time and place of the meeting and, except as provided in paragraph (c), state the general nature of the business to be transacted at the meeting and any other matters required under the Corporations Act.
- (c) It is not necessary for a notice of an AGM to state that the business to be transacted at the meeting includes the consideration of the annual financial report and the reports of the Directors and auditor, the election of Directors or the appointment or fixing of the remuneration of the auditor of the Company.
- (d) A person may waive notice of any general meeting by notice in writing to the Company.
- (e) The non-receipt of notice of a general meeting or proxy form by, or a failure to give notice of a general meeting or a proxy form to, any person entitled to receive notice of a general meeting under this rule 5.2 does not invalidate any act, matter or thing done or resolution passed at the general meeting if:
 - (i) the non-receipt or failure occurred by accident or error; or
 - (ii) before or after the meeting, the person:
 - A. has waived or waives notice of that meeting under paragraph (d); or
 - B. has notified or notifies the Company of the person's agreement to that act, matter, thing or resolution by notice in writing to the Company.
- (f) A person's attendance at a general meeting:
 - (i) waives any objection that person may have to a failure to give notice, or the giving of a defective notice, of the meeting unless the person at the beginning of the meeting objects to the holding of the meeting; and
 - (ii) waives any objection that person may have to the consideration of a particular matter at the meeting which is not within the business referred to in the notice of the meeting or in paragraph (c), unless the person objects to considering the matter when it is presented.

5.3 Admission to general meetings

- (a) The chairperson of a general meeting may refuse admission to a person, or require that person to leave and remain out of the meeting, if that person:
 - (i) has a camera, tape recorder or video camera, or another audio or visual recording device;
 - (ii) has a placard or banner;
 - (iii) has an article which the chairperson considers to be dangerous, offensive or liable to cause disruption;
 - (iv) refuses to produce or to permit examination of any article, or the contents of any article, in the person's possession;
 - (v) behaves or threatens to behave in a dangerous, offensive or disruptive manner; or

- (vi) is not:
 - A. a member or a proxy, attorney or Representative of a member;
 - B. a director; or
 - C. an auditor of the Company.
- (b) A person requested by the Directors or the chairperson to attend a general meeting is entitled to be present, whether the person is a member or not.

5.4 Quorum at general meetings

- (a) No business may be transacted at any general meeting, except the election of a chairperson and the adjournment of the meeting, unless a quorum of members is present when the meeting proceeds to business and remains present throughout the meeting.
- (b) A quorum consists of:
 - (i) if the number of members entitled to vote is two or more - two of those members; or
 - (ii) if only one member is entitled to vote - that member, present at the meeting.
- (c) If a quorum is not present within 30 minutes after the time appointed for a general meeting:
 - (i) where the meeting was convened by, or at the request of, a member or members, the meeting must be dissolved; or
 - (ii) in any other case:
 - A. the meeting stands adjourned to such day, and at such time and place, as the Directors determine or, if no determination is made by the Directors, to the same day in the next week at the same time and place; and
 - B. if, at the adjourned meeting, a quorum is not present within 30 minutes after the time appointed for the meeting, the meeting must be dissolved.

5.5 Chairperson

- (a) If the Directors have elected a chairperson of their meetings that person is entitled to chairperson every general meeting.
- (b) If at any general meeting:
 - (i) a chairperson has not been elected as provided in Rule 5.5(a); or
 - (ii) the chairperson is not present within 15 minutes after the time for the holding of the meeting; or
 - (iii) the chairperson is present but unwilling to act as chairperson of the meeting,

the Directors present may choose another Director as chairperson of the meeting and if no Director is present or if each of the Directors present is unwilling to act as chairperson of the meeting, a shareholder chosen by the shareholders present is entitled to chairperson the meeting.

5.6 Conduct of General Meeting

- (a) The general conduct of each general meeting of the Company and the procedures to be adopted at the meeting are as determined at, during or prior to the meeting by the chairperson for the
 - (i) proper and orderly debate or discussion, including limiting the time that a person present may speak on any business, question, motion or resolution being considered by the meeting and
 - (ii) the proper and orderly casting or recording of votes at any general meeting of the Company, whether on a show of hands or on a poll.
- (b) Subject to sections 250S and 250T of the Corporations Act, the chairperson of a general meeting may at any time the chairperson considers it necessary or desirable for the proper and orderly conduct of the meeting:

- (i) terminate debate or discussion on any business, question, motion or resolution being considered by the meeting and require the business, question, motion or resolution to be put to a vote of the members present; or
 - (ii) allow debate or discussion on any business, question, motion or resolution being considered by the meeting to continue.
- (c) Subject to sections 250S and 250T of the Corporations Act, the chairperson of a general meeting may:
- (i) refuse to allow debate or discussion on any business, question, motion or resolution which is not within the business referred to in the notice of meeting or rule 5.2(c); and
 - (ii) refuse to allow any amendment to be moved to a resolution of which notice has been given under rule 5.2(a).
- (d) A decision by a chairperson under paragraphs (a), (b) or (c) is final.
- (e) The chairperson of a general meeting may at any time during the course of the meeting adjourn the meeting or any business, motion, question or resolution being considered or remaining to be considered by the meeting either to a later time at the same meeting or to an adjourned meeting.
- (f) If the chairperson exercises his or her right under paragraph (e), it is in the chairperson's sole discretion whether to seek the approval of the members present to the adjournment.
- (g) If the chairperson does seek the members' approval, the chairperson must adjourn the meeting if the members present with a majority of votes agree or direct that the chairperson must do so.
- (h) The chairperson's rights under paragraph (e) are exclusive and, unless otherwise required by the chairperson, no vote may be taken or demanded by the members present in respect of any adjournment.
- (i) No business may be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- (j) Where a meeting is adjourned, notice of the adjourned meeting must be given to ASX, but need not be given to any other person.
- (k) Where a meeting is adjourned, the Directors may, by notice to ASX, postpone, cancel or change the venue of the adjourned meeting but a general meeting convened under s249D of the Corporations Act may not be postponed beyond the date by which s249D requires it to be held and may not be cancelled without the consent of the member or members who requested it.

5.7 Voting at general meetings

- (a) Except in the case of any resolution which as a matter of law or the Listing Rules requires a special majority, questions arising at a general meeting must be decided by a majority of votes cast by the members present in person at the meeting and any such decision is for all purposes a decision of the members.
- (b) At any general meeting a resolution put to the vote of the meeting must be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded:
- (i) by the chairperson;
 - (ii) by at least 5 members present in person and having the right to vote on the resolution; or
 - (iii) by members present in person and representing not less than 5% of the total voting rights of all the members having the right to vote on the resolution on a poll.
- (c) Unless a poll is so demanded, a declaration by the chairperson that a resolution has on a show of hands been carried 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 Company, is

conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

- (d) A demand for a poll may be withdrawn.
- (e) If a poll is properly demanded, it must be taken in such manner and either at once or after an interval or adjournment or otherwise as the chairperson directs and the result of the poll is the resolution of the meeting at which the poll was demanded.
- (f) A poll may not be demanded on the election of a chairperson or on a question of adjournment.
- (g) The demand of a poll does not prevent the continuance of a meeting for the transaction of any business, other than the question on which a poll has been demanded.
- (h) In the case of an equality of votes, whether on a show of hands or on a poll, the chairperson of the meeting at which the show of hands takes place or at which the poll is demanded, in addition to his deliberative vote (if any) has a casting vote.
- (i) If a poll has been taken the chairperson of the meeting may close the meeting, provided that the results of any such poll must be declared by notice in appropriate newspapers nominated, at the meeting, by the chairperson of the meeting within 2 Business Days of closure of the meeting.

5.8 Representation and voting of members

Subject to this Constitution (other than Rule 5.9) and any rights or restrictions for the time being attached to any class of shares:

- (a) at meetings of members or classes of members each member entitled to attend and vote may attend and vote in person or by proxy, representative or attorney or by other appointee envisaged in Rule 4.4 or 5.8(f);
- (b) on a show of hands, every member present in person (whether or not in 1 or more capacities) has 1 vote;
- (c) where a person present at a general meeting represents personally or by proxy, attorney or representatives more than one member on a show of hands:
 - (i) the person is entitled to one vote only despite the number of members the person represents;
 - (ii) that vote will be taken as having been cast for all the members the person represents; and
 - (iii) for a person who has been appointed as a proxy under two or more instruments that specify different ways to vote on a resolution, the person may not vote as a proxy on a show of hands, however, if the person is a member, the person may vote on a show of hands without regard to the proxy the person holds;
- (d) on a poll, every member present in person has the following voting rights:
 - (i) in the case of fully paid shares, 1 vote for each share held by the member; and
 - (ii) in the case of partly paid shares, for each share, a fraction of a vote equivalent to the proportion which the amount paid up bears to the total issue price for the share;
- (e) in the case of joint holders, the vote of the senior who tenders a vote, whether in person or by proxy, representative or attorney, may be accepted to the exclusion of the votes of the other joint holders and, for this purpose, seniority of joint holders will be decided by the order in which the names stand in the register;
- (f) if a member is of unsound mind or is a person whose person or estate is liable to be dealt with in any way under the law relating to mental health or is a minor, his committee or trustee or such other person as properly has the management or guardianship of his estate may exercise any rights of the member in relation to a general meeting as if the committee, trustee or other person were the member;
- (g) a member is not entitled to vote at a general meeting in respect of a share in the Company held by him unless all calls and other sums presently payable by him in respect of that share in the Company have been paid; and

- (h) an objection may be raised to the qualification of a voter only at the meeting or adjourned meeting at which the vote objected to is given or tendered. Any such objection must be referred to the Chairperson of the meeting, whose decision is final. A vote not disallowed pursuant to such an objection is valid for all purposes.

5.9 Proxies

- (a) A member who is entitled to attend and vote at a general meeting may appoint not more than 2 proxies, neither of whom need be a member.
- (b) An instrument appointing a proxy must be in writing under the hand of the appointor or of his attorney duly authorised in writing or, if the appointor is a corporation, either under seal or under the hand of an officer or attorney duly authorised.
- (c) An instrument appointing a proxy may specify the manner in which the proxy is to vote in respect of a particular resolution and, where an instrument of proxy does:
 - (i) the proxy need not vote on a show of hands, but if the proxy does so, the proxy must vote that way;
 - (ii) if the proxy has two or more appointments that specify different ways to vote on the resolution - the proxy must not vote on a show of hands;
 - (iii) if the proxy is the chairperson - the proxy must vote on a poll and must vote that way; and
 - (iv) if the proxy is not the chairperson - the proxy need not vote on a poll, but if the proxy does so, the proxy must vote that way.
- (d) An instrument appointing a proxy confers authority to demand or join in demanding a poll.
- (e) An instrument appointing a proxy must be in the form which accompanies the relevant notice of meeting or in such other form as the Directors accept.
- (f) Notwithstanding Rule 5.8(e), where an instrument of proxy is signed by all of the joint holders of any shares, the votes of the proxy so appointed must be accepted in respect of those shares to the exclusion of any votes tendered by a proxy for any one of those joint holders.
- (g) An instrument appointing a proxy is not valid unless the instrument and the power of attorney or other authority (if any) under which the instrument is signed or a copy of that power or authority is or are deposited, not less than 48 hours (or such lesser period as the Directors may permit) before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote and, in the case of a poll, not less than 48 hours (or such lesser period as the Directors may permit) before the time appointed for the taking of the poll:
 - (i) at such place within Australia as is specified for that purpose in the notice convening the relevant meeting or a fax number or electronic address specified for the purpose in the notice of meeting;
 - (ii) at the Company's registered office; or
 - (iii) a fax number at the Company's registered office.

For the purposes of this Rule, any document a facsimile of which is received upon a telephonic facsimile machine installed at a place is deemed to be deposited in accordance with this Rule and is taken to be received at that place at the time when the facsimile is properly received on the machine. Section 105(3) of the Act does not apply in the interpretation of this Rule 5.9(g).

- (h) A vote given in accordance with the terms of an instrument of proxy or of a power of attorney or other relevant instrument of appointment is valid notwithstanding the previous death or unsoundness of mind of the principal, the revocation of the instrument (or of the authority under which the instrument was executed) or of the power or the transfer of the share in respect of which the instrument or power is given, if no intimation in writing of the death, unsoundness of mind, revocation or transfer has been received by the Company at a place referred to in Rule 5.9(g) before the commencement of the meeting or adjourned meeting at which the instrument is used or the power is exercised.

- (i) No instrument appointing a proxy is invalid merely because it does not contain the address of the appointor or of a proxy or is not dated or does not contain in relation to any or all resolutions an indication of the manner in which the proxy is to vote and, in any case where the instrument does not contain the name of a proxy, the instrument is not for that reason invalid and is taken to be given in favour of the chairperson of the meeting.

5.10 Rights of officers and advisers to attend general meeting

- (a) A Director who is not a member, is entitled to be present and to speak at any general meeting.
- (b) A Secretary who is not a member is entitled to be present and to speak at any general meeting
- (c) The auditor of the Company from time to time and any assistant of the auditor who is not a member, is entitled to be present and to speak at any general meeting on any part of the meeting's business that concerns the auditor in the capacity as auditor of the Company.
- (d) Any professional adviser of the Company (including, without limitation, a solicitor, or financial adviser) , at the request of any Director, is entitled to be present and, at the request of the chairperson, to speak at any general meeting. However, subject to the Act and this Constitution, the Company is not obliged to send a notice of meeting to any such professional adviser.

6 PART 6 - DIRECTORS

6.1 Appointment and Removal of Directors

- (a) The number of Directors (not including Alternate Directors) must be not less than three nor more than twelve unless otherwise determined by general meeting. The Directors must not determine a maximum which is less than the number of Directors at the time the determination comes into effect. All Directors are to be natural persons.
- (b) The Directors in office on the date that this Constitution was adopted by the Company continue in office but on the terms and conditions set out in this Constitution.
- (c) Subject to paragraphs (a) and (m), the Company may by resolution elect any person to be a director, either as an addition to the existing Directors or as otherwise provided in this Constitution.
- (d) Subject to paragraph (a), the Directors may appoint any natural person to be a director, either as an addition to the existing Directors or to fill a casual vacancy (including any casual vacancy arising where a director is removed from office under paragraph (k) and no person is appointed in place of that director under paragraph (k)(ii)).
- (e) A director must retire from office at the next AGM following his or her appointment.
- (f) An election of Directors must take place each year and at that meeting:
 - (i) excluding any director who is required to retire at that meeting under paragraph (e) and the managing director or, if there is more than one managing director, the first of them to be appointed:
 - A. one-third of the remaining Directors (rounded down, if necessary, to the nearest whole number); and
 - B. any other director who, if he or she does not retire, will at the conclusion of the meeting have been in office for three or more years or for three or more AGMs since he or she was last elected to office, must retire from office as Directors; and
 - (ii) if no director is required to retire under paragraph (e) or (f)(i), at least one director, excluding the managing director (or if there is more than one managing director, the first of them to be appointed), must retire from office as a director.
- (g) The director or Directors who must retire at a meeting in accordance with paragraph (f)(i)(A) or (f)(ii) (as the case may be) is the director who has, or are the Directors who have, been longest in office since their last election but, as between persons who were last elected as

Directors on the same day, the director or Directors to retire must be determined by agreement among themselves or, in the absence of agreement, by lot.

- (h) Subject to paragraph (m), the Company may by resolution fill the office vacated by a director under paragraph (e) or (f) by electing a person to that office.
- (i) A director retiring from office under paragraph (e) or (f) is eligible for re-election and that director may by resolution of the Company be re-elected to that office.
- (j) The retirement of a director from office under paragraph (e) or (f) and the re-election of the director or the election of another person to that office (as the case may be) takes effect at the conclusion of the meeting at which the retirement and re-election or election occur.
- (k) The Company may:
 - (i) by resolution in accordance with section 203D of the Corporations Act remove a director from office; and
 - (ii) subject to paragraph (m), by resolution fill the office vacated by a director who is removed under paragraph (k)(i) by electing another person to that office.
- (l) A person elected as a director under paragraph (k)(ii) must retire under paragraph (e) or (f) (as the case may be) on the same day that the director in whose place he or she was appointed would have had to retire under paragraph (e) or (f) if that director had not been removed from office under paragraph (k)(i).
- (m) A person may be elected to the office of a director at a general meeting only by one of the following ways:
 - (i) Retirement from office under paragraph (e) or (f) and standing for re-election at that meeting;
 - (ii) Directors' nomination of that person for election at that meeting;
 - (iii) Member's own nomination of themselves under paragraph (n); or
 - (iv) Member's nomination of another person under paragraph (o).
- (n) A member may nominate themselves as a candidate for election as a director at a general meeting, by signing a notice of nomination and serving it on the Company under paragraph (p).
- (o) A member may nominate another person as a candidate for election at a general meeting, whether or not that person is a member, by serving on the Company under paragraph (p):
 - (i) a notice of nomination signed by the member; and
 - (ii) a consent to the nomination signed by that person.
- (p) A nomination under paragraph (n) or (o) must be served on the Company:
 - (i) at least 35 Business Days before the general meeting, unless it is a general meeting requisitioned by members;
 - (ii) at least 30 Business Days before the general meeting, in the case of a general meeting which is requisitioned by members; or
 - (iii) in either case, a shorter period before the meeting which the Directors in their discretion may approve.

6.2 Vacation of office

In addition to the circumstances prescribed by the Corporations Act by this Constitution or by the terms of a director's appointment, the office of a director becomes vacant if the director:

- (a) becomes of unsound mind or a person who is, or whose estate is, liable to be dealt with in any way under the law relating to mental health;
- (b) becomes bankrupt or insolvent or makes any arrangement or composition with his or her creditors generally;

- (c) is convicted of an indictable offence and the Directors do not within one month of that conviction resolve to confirm the director's appointment or election (as the case may be) to the office of director;
- (d) fails to attend meetings of the Directors for more than three consecutive months without leave of absence from the Directors; or
- (e) resigns by notice in writing to the Company.

6.3 Remuneration of Directors

- (a) As remuneration for services the Directors are to be paid out of the funds of the Company a sum per annum (accruing from day to day) determined by the Company in general meeting. The Directors may determine to suspend, reduce or postpone payment of any remuneration if they think fit. Any amount which may be paid by the Company under Rules 6.3(d), 6.3(g) or 12 does not constitute remuneration for the purpose of this Rule.
- (b) The remuneration payable by the Company to the Directors under Rule 6.3(a) may not be increased without the prior approval of the Company in general meeting. The notice convening the meeting must include the amount of the proposed increase and the maximum sum that may be paid.
- (c) The fixed sum so determined by the Company in respect of a particular financial year must be divided among the Directors (other than any Managing Director or Director who is a salaried officer) in the proportions they agree and, in default of agreement, equally among the Directors (other than any Managing Director or Director who is a salaried officer).
- (d) Every Director may be paid from Company funds all reasonable travel, accommodation and other expenses incurred by the Director in attending meetings of the Company or of the Directors or of any Committees or while engaged on the business of the Company.
- (e) If a director renders or is called on to perform extra services or to make any special exertions in connection with the affairs of the Company, the Directors may arrange for a special remuneration to be paid to that director, either in addition to or in substitution for that director's remuneration under paragraph (a).
- (f) Nothing in paragraphs (a) (b) or (c) restricts the remuneration to which a director may be entitled as an officer of the Company or of a related body corporate in a capacity other than director, which may be either in addition to or in substitution for that director's remuneration under paragraph (a).
- (g) The Directors may, subject to the Listing Rules and the Corporations Act:
 - (i) at any time after a director dies or otherwise ceases to hold office as a director, pay to the director or a legal personal representative, spouse, relative or dependant of the director, a pension or lump sum payment for past services rendered by that director; and
 - (ii) cause the Company to enter into a contract with the director for the purpose of providing for or giving effect to that payment.
- (h) The Directors may establish or support, or assist in the establishment or support of, funds and trusts to provide pension, retirement, superannuation or similar payments or benefits to or in respect of the Directors or former Directors.

6.4 Directors may contract with Company

- (a) A Director is not disqualified by the office of Director from contracting or entering into any agreement with the Company either as vendor, subscriber, purchaser or otherwise and no contract or arrangement entered into with the Company by a Director nor any contract or arrangement entered into by or on behalf of the Company in which a Director is in any way interested may be avoided for that reason. A Director is not liable to account to the Company for any profit derived from the contract or arrangement by reason only of the office as director or the fiduciary relationship it entails.
- (b) A Director may hold any other office or position under the Company (except that of auditor) in conjunction with the office of Director, on terms and at a remuneration in addition to remuneration (if any) as a Director, as the Directors approve.

- (c) A Director may be or become a director of or hold any other office or position under any corporation promoted by the Company, or in which it may be interested, whether as a vendor or shareholder or otherwise, or with any other corporation or Organisation, and the Director is not accountable for any benefits received as a Director or shareholder of, or holder of any other office or position under, the corporation or Organisation.
- (d) The Directors may exercise the voting power conferred by the shares in any corporation held or owned by the Company as the Directors think fit (including the exercise of the voting power in favour of any resolution appointing the Directors or any of them Directors of that corporation or voting or providing for the payment of remuneration to the Directors of that corporation) and a Director of the Company may vote in favour of the exercise of those voting rights despite the fact that the Director is, or may be about to be appointed, a director of that other corporation and may be interested in the exercise of those voting rights.
- (e) Any Director may lend money to the Company at interest with or without security or may, for a commission or profit, guarantee the repayment of any money borrowed by the Company or underwrite or guarantee the subscription of shares or securities of the Company or of any corporation in which the Company may be interested without being disqualified in respect of the office of Director and without being liable to account to the Company for the commission or profit.
- (f) Subject to paragraph (g), a director who is in any way interested in a contract or arrangement or proposed contract or arrangement may, despite that interest:
 - (i) be counted in determining whether or not a quorum is present at any meeting of Directors considering that contract or arrangement or proposed contract or arrangement;
 - (ii) sign or countersign any document relating to that contract or arrangement or proposed contract or arrangement to which the Seal is affixed; and
 - (iii) vote in respect of the contract or arrangement or proposed contract or arrangement or any matter arising out of those things.
- (g) Paragraph (f) does not apply if, and to the extent that, it would be contrary to the Corporations Act or the Listing Rules.
- (h) The Directors may make regulations requiring the disclosure of interests that a director, and any person deemed by the Directors to be related to or associated with the director, may have in any matter concerning the Company or a related body corporate. Any regulations made under this rule bind all Directors and apply in addition to any obligations imposed on the Directors by the Corporations Act to disclose interests to the Company.

6.5 Director may appoint Alternate Director

- (a) Subject to this Constitution, each Director may appoint any person approved by a majority of the other Directors to act as an Alternate Director in the Director's place, either for a stated period or until the happening of a specified event, whenever by absence or illness or otherwise the Director is unable to attend to duties as a Director.
- (b) The appointment must be in writing and signed by the Director and a copy of the appointment must be given to the Office or to a meeting of the Directors.
- (c) The appointment takes effect on approval by a majority of the other Directors or, where the approval has been granted, at any later time specified in the appointment.
- (d) The following provisions apply to any alternate Director:
 - (i) the appointment of the alternate Director is terminated or suspended from office on receipt at the Office of notice in writing from the Director by whom the alternate Director was appointed;
 - (ii) the alternate Director is entitled to receive notice of meetings of the Directors and to attend and vote at the meetings if the Director by whom the alternate Director was appointed is not present;
 - (iii) the alternate Director is entitled to exercise all the powers (except the power to appoint an alternate Director) and perform all the duties of a Director, to the extent the

Director by whom the alternate Director was appointed had not exercised or performed them or they have not been limited by the instrument appointing the alternate Director;

- (iv) the alternate Director is not, unless the Directors otherwise determine, (without affecting the right to reimbursement for expenses under Rule 6.3(d)) entitled to receive any remuneration as a Director from the Company, and any remuneration (not including remuneration authorised by the Directors or reimbursed for expenses) paid to the alternate Director by the Company is to be deducted from the remuneration of the Director by whom the alternate Director was appointed;
- (v) the office of the alternate Director is terminated on the death of, or termination of office by, the Director by whom the alternate Director was appointed;
- (vi) the alternate Director is not to be taken into account in determining the number of Directors or rotation of Directors; and
- (vii) the alternate Director is, while acting as a Director, responsible to the Company for the alternate Director's own acts and defaults and is not the agent of the Director by whom the alternate Director was appointed.

6.6 Powers of Directors

- (a) Subject to the Act and this Constitution the management and control of the business and affairs of the Company are vested in the Directors, which (in addition to the powers and authorities conferred on them by this Constitution) may exercise all powers and do all things as are within the power of the Company and are not by this Constitution, the Listing Rules or by the Act required to be exercised or done by the Company in general meeting.
- (b) Without limiting the generality of Rule 6.6(a), the Directors may exercise all the powers of the Company to borrow money, to charge any property or business of the Company or all or any of its uncalled capital and to issue debentures or give any other security for a debt, liability or obligation of the Company or of any other person.
- (c) The Directors may, by power of attorney, appoint any person or persons to be the attorney or attorneys of the Company for such purposes, with such powers, authorities and discretions (being powers, authorities and discretions vested in or exercisable by the Directors), for such period and subject to such conditions as they think fit.
- (d) Any power of attorney granted under Rule 6.6(c) may contain such provisions for the protection and convenience of persons dealing with the attorney as the Directors think fit and may also authorise the attorney to delegate all or any of the powers, authorities and discretions vested in him.
- (e) All cheques, promissory notes, bankers drafts, bills of exchange and other negotiable instruments must be signed, drawn, accepted, endorsed or otherwise executed, by such persons and in such manner as the Directors decide and, unless so decided, by any 2 Directors.
- (f) If any Director or any officer of the Company is or may become personally liable for the payment of any sum which is or may become primarily due from the Company, the Directors may charge the whole or any part of the assets of the Company by way of indemnity to secure the Director or officer from any loss in respect of the liability.

6.7 Proceedings of Directors

- (a) The Directors may hold meetings for the despatch of business and adjourn and otherwise regulate their meetings as they think fit.
- (b) Subject to the Corporations Act, the contemporaneous linking together by a form of technology of a number of the Directors sufficient to constitute a quorum, constitutes a meeting of the Directors and all the provisions in this Constitution relating to meetings of the Directors apply, so far as they can and with such changes as are necessary, to meetings of the Directors held using a form of technology.

6.8 Convening of meetings of Directors

- (a) A director may, whenever the director thinks fit, convene a meeting of the Directors.
- (b) A secretary must, on the requisition of a director, convene a meeting of the Directors.

6.9 Notice of meetings of Directors

- (a) Subject to this Constitution, notice of a meeting of Directors must be given to each person who is at the time of giving the notice:
 - (i) a director, other than a director on leave of absence approved by the Directors; or
 - (ii) an alternate director appointed under rule 6.5 by a director on leave of absence approved by the Directors.
- (b) A notice of a meeting of Directors:
 - (i) must specify the time and place of, or form of technology for, the meeting;
 - (ii) need not state the nature of the business to be transacted at the meeting;
 - (iii) may be given in person, by post or, subject to the Corporations Act, by a form of technology; and
 - (iv) will be taken to have been given to an alternate director if it is given to the director who appointed that alternate director.
- (c) A director or alternate director may waive notice of a meeting of Directors by notifying the Company to that effect in person, by post or by a form of technology.
- (d) The non-receipt of notice of a meeting of Directors by, or a failure to give notice of a meeting of Directors to, a director or to an alternate director of a director on leave of absence approved by the Directors does not invalidate any act, matter or thing done or resolution passed at the meeting if:
 - (i) the non-receipt or failure occurred by accident or error;
 - (ii) before or after the meeting, the director or an alternate director appointed by the director:
 - A. has waived or waives notice of that meeting under paragraph (c); or
 - B. has notified or notifies the Company of his or her agreement to that act, matter, thing or resolution personally, by post or by a form of technology; or
 - (iii) the director or an alternate director appointed by the director attended the meeting.
- (e) Attendance by a person at a meeting of Directors waives any objection that person and:
 - (i) if the person is a director, an alternate director appointed by that person; or
 - (ii) if the person is an alternate director, the director who appointed that person as alternate director,may have to a failure to give notice of the meeting.

6.10 Quorum at meetings of Directors

- (a) No business may be transacted at a meeting of Directors unless there is a quorum of Directors at the time the business is dealt with.
- (b) A quorum consists of:
 - (i) if the Directors have fixed a number for the quorum, that number of Directors; and
 - (ii) in any other case, 2 Directors
- (c) If there is a vacancy in the office of a director, the remaining director or Directors may act but, if the number of remaining Directors is not sufficient to constitute a quorum at a meeting of Directors, the remaining director or Directors may act only in an emergency or for the purpose of increasing the number of Directors to a number sufficient to constitute a quorum or of convening a general meeting of the Company.

6.11 Chairperson of Directors .

- (a) The Directors may elect one of the Directors to the office of Chairperson of Directors and may determine the period for which that director is to be Chairperson of Directors.
- (b) The office of Chairperson of Directors may be treated as an extra service or special exertion performed by the director holding that office for the purposes of rule 6.3(f) if:
 - (i) the Directors resolve to do so; and
 - (ii) the total amount fixed by the Company for remuneration of non-executive Directors under rule 6.3(c) will not be exceeded.
- (c) The Chairperson of Directors must (if present within 10 minutes after the time appointed for the holding of the meeting and willing to act) preside as Chairperson at each meeting of Directors.
- (d) If at a meeting of Directors:
 - (i) there is no Chairperson of Directors;
 - (ii) the Chairperson of Directors is not present within 10 minutes after the time appointed for the holding of the meeting; or
 - (iii) the Chairperson of Directors is present within that time but is not willing to act as Chairperson of the meeting or of part of the meeting,then the Directors present must elect one of themselves to be Chairperson of the meeting or part of the meeting.

6.12 Decisions of Directors

- (a) A meeting of Directors at which a quorum is present is competent to exercise all or any of the authorities, powers and discretions vested in or exercisable by the Directors under this Constitution.
- (b) Questions arising at a meeting of Directors are to be decided by a majority of votes cast by the Directors present and a decision of that kind is for all purposes a determination of the Directors.
- (c) Subject to paragraph (d), in the case of an equality of votes upon any proposed resolution, the Chairperson of the meeting has a casting vote in addition to any vote the Chairperson has in his or her capacity as a director.
- (d) Where only two Directors are present or qualified to vote at a meeting of Directors and there is an equality of votes upon any proposed resolution:
 - (i) the Chairperson of the meeting does not have a second or casting vote; and
 - (ii) the proposed resolution is to be taken as having been lost.

6.13 Written resolutions

- (a) An act, matter or thing is taken to have been done or a resolution passed by a meeting of the Directors, if a document containing a statement to that effect is assented to by all of the Directors other than:
 - (i) a director on leave of absence approved by the Directors;
 - (ii) a director who disqualifies himself or herself from considering the act, matter or thing in question on the grounds that he or she is not entitled at law to do so or has a conflict of interest; and
 - (iii) a director who the Directors reasonably believe is not entitled to do the act, matter or thing or to vote on the resolution in question, and the Directors who assent to the document would have constituted a quorum at a meeting held to consider that act, matter, thing or resolution.
- (b) The act, matter or thing is taken to have been done or the resolution passed when the document is last assented to by a director

- (c) Two or more separate documents in identical terms each of which is assented to by one or more Directors are to be taken as constituting one document.
- (d) A director may signify assent to a document by signing the document or by notifying the company of the director's assent in person or by post, fax, electronic, telephone or other method of written, audio or audio visual communication.
- (e) Where a director signifies assent to a document otherwise than by signing the document, the director must by way of confirmation sign the document at the next meeting of the Directors attended by that director, but failure to do so does not invalidate the act, matter, thing or resolution to which the document relates.
- (f) Where a document is assented to in accordance with this rule 6.13, the document is to be taken as a minute of a meeting of Directors.

6.14 Committees

- (a) The Directors may delegate any of their powers to Committees consisting of any one or more Directors as they think fit.
- (b) In the exercise of delegated power, any Committee formed or person or persons appointed to the Committee must conform to any regulations that may be imposed by the Directors.
- (c) A delegate of the Directors may be authorised to subdelegate any of the powers for the time being vested in the delegate.
- (d) The meetings and proceedings of any Committee are to be governed by the provisions of this Constitution for regulating the meetings and proceedings of the Directors so far as they are applicable and are not superseded by any regulations made by the Directors under Rule 6.14(b).
- (e) Membership of a committee of Directors may be treated as an extra service or special exertion performed by the members of the committee for the purposes of rule 6.3(f) if:
 - (i) the Directors resolve to do so; and
 - (ii) the total amount fixed by the Company for remuneration of non-executive Directors under rule 6.3(c) will not be exceeded.

6.15 Validity of acts

An act done by a person acting as a director or by a meeting of Directors or a committee of Directors attended by a person acting as a director is not invalidated by reason only of:

- (i) a defect in the appointment of the person as a director;
- (ii) the person being disqualified to be a director or having vacated office; or
- (iii) the person not being entitled to vote,

if that circumstance was not known by the person or the Directors or committee, as the case may be, when the act was done.

7 PART 7 - EXECUTIVE OFFICERS

7.1 Appointment of a Managing Director

- (a) The Directors may appoint one or more of their members to be Managing Director (who may bear that title or any other title determined by the Directors) for a period ending on the happening of events (if any) stipulated by the Directors (and, in any event, upon the Managing Director ceasing to hold office as a Director), and at a remuneration which may be by way of salary or commission on or participation in profits or by any or all of these methods and otherwise on terms determined by the Directors.
- (b) The Directors may confer on and withdraw from a Managing Director any of the powers exercisable under this Constitution by the Directors as they think fit and on any conditions they think expedient but the conferring of powers by the Directors on a Managing Director does not exclude the exercise of those powers by the Directors. A Managing Director's

appointment automatically terminates if the Managing Director ceases to be a Director for any reason.

- (c) The provisions of Rule 6.1(e) do not apply to a Managing Director

7.2 Executive Directors

- (a) A reference in this rule 7.2 to an executive director is a reference to a director who is also an officer of the Company or of a related body corporate in a capacity other than director, managing director or deputy managing director.
- (b) The Directors may confer on an executive director any title they think fit.
- (c) The terms on which an executive director is appointed may provide that the executive director's appointment:
 - (i) as a director automatically terminates if the executive director ceases to be an officer of the Company or of a related body corporate in a capacity other than director; or
 - (ii) as an officer of the Company or of a related body corporate in a capacity other than director automatically terminates if the executive director ceases to be a director.

7.3 Associate Directors

- (a) The Directors may from time to time appoint any person to be an associate Director and may from time to time terminate any such appointment.
- (b) The Directors may from time to time determine the powers, duties and remuneration of any person so appointed.
- (c) A person so appointed does not have, except by the invitation and with the consent of the Directors, any right to attend or vote at any meeting of Directors.

7.4 Secretaries

- (a) The Directors must appoint at least one secretary and may appoint additional secretaries.
- (b) A Secretary holds office on such terms and conditions, as to remuneration and otherwise, as the Directors determine.
- (c) The Directors may at any time terminate the appointment of a Secretary.

7.5 Other officers

- (a) The Directors may from time to time create any other position in the (including, without limitation, the offices of Chief Executive and Deputy Chief Executive) with such powers and responsibilities as the Directors may from time to time confer and the Directors may appoint any person, whether or not a Director, to any such position or positions.
- (b) The Directors may at any time terminate the appointment of a person holding such a position and may abolish the position.

7.6 Provisions applicable to all executive officers

- (a) A reference in this rule 7.6 to an executive officer is a reference to a managing director, executive director, associate director, secretary or other officer appointed under this rule 7.
- (b) The appointment of an executive officer may be for the period, at the remuneration and on the conditions the Directors think fit.
- (c) The remuneration payable by the Company to an executive officer who is also a director must not include a commission on operating revenue or a percentage of operating revenue.
- (d) Subject to any contract between the Company and the relevant executive officer, an executive officer of the Company may be removed or dismissed by the Directors at any time, with or without cause.
- (e) The Directors may:
 - (i) confer on an executive officer the powers, discretions and duties as they think fit, and may resolve to delegate any powers, discretions and duties vested in or exercisable by the Directors;

- (ii) withdraw, suspend or vary any of the powers, discretions and duties conferred on an executive officer; and
 - (iii) authorise the executive officer to delegate all or any of the powers, discretions and duties conferred on the executive officer.
- (f) An executive officer is not required to hold any shares to qualify for appointment.
- (g) An act done by a person acting as an executive officer is not invalidated by reason only of:
- (i) a defect in the person's appointment as an executive officer; or
 - (ii) the person being disqualified to be an executive officer, if that circumstance was not known by the person when the act was done.

8. PART 8 - SEALS EXECUTION & INSPECTION OF DOCUMENTS

8.1 Adoption of common seal

- (a) The Directors may provide for the Company to have a seal or for the Company to no longer have a common seal.
- (b) Rules 8.2, 8.3, 8.4 and 8.5 only apply if the Company has a common seal.

8.2 Use of Seal

- (a) The Seal must be used only by the authority of the Directors or a committee of the Directors authorised by the Directors to authorise the use of the Seal.
- (b) The authority to use the Seal may be given before or after the Seal is used.
- (c) Subject to rule 8.5, until the Directors otherwise determine, the fixing of the Seal to a document must be witnessed by a director and by another director, a secretary or another person appointed by the Directors to witness that document or a class of documents in which that document is included.

8.3 Duplicate seal

- (a) The Company may have for use in place of its common seal outside the state or territory where its common seal is kept one or more duplicate seals, each of which must be a facsimile of the common seal of the Company with the addition on its face of the words "duplicate seal" and the name of the place where it is to be used.
- (b) A document sealed with a duplicate seal is to be taken as having been sealed with the common seal of the Company.

8.4 Share seal or certificate seal

- (a) The Company may have for use on certificates for securities of the Company in place of its common seal one or more duplicate seals, each of which must be a facsimile of the common seal of the Company with the addition on its face of the words "share seal" or "certificate seal".
- (b) A certificate for securities of the Company sealed with a share seal or certificate seal is to be taken as having been sealed with the common seal of the Company.

8.5 Sealing and Signing of Certificates

The Directors may determine either generally or in a particular case that the seal and or the signature of any director, secretary or other person is to be printed on or affixed to any certificates for securities in the Company by some mechanical or other means.

8.6 Execution of documents

The Company may execute a document (including, without limitation, a deed) if the document is signed by:

- (a) two Directors;
- (b) a Director and a Secretary;

- (c) an attorney duly appointed by the Company in accordance with this Constitution; or
- (d) any other method permitted by law.

8.7 Register of documents executed

The Company must keep a register of documents it executes in accordance with section 127 of the Act and, on execution of a document, must enter in the register particulars of the document giving in each case the date of the document, the names of the parties to the document, a short description of the document and the names of the persons who signed the document.

8.8 Inspection of records

- (a) The Directors may decide whether and to what extent, at what time and places and under what conditions, the accounting records and other documents of the Company or any of them will be open to the inspection of members (other than those who are Directors).
- (b) A member other than a Director does not have the right to inspect any document of the Company except as provided by law or if authorised by the Directors or by the Company in general meeting.

9 PART 9 - DISTRIBUTION OF PROFITS

9.1 Dividends

- (a) The Directors may pay any interim and final dividends as, in their judgment, the financial position of the Company justifies.
- (b) The Directors may pay any dividend required to be paid under the terms of issue of a share.
- (c) The payment of a dividend does not require confirmation by a general meeting.
- (d) Subject to any rights or restrictions attached to a share or class of shares:
 - (i) all dividends in respect of a share must be paid in the proportion which the amount paid (not credited) on the share bears to the total amounts paid and payable (excluding amounts credited) on the share;
 - (ii) all dividends must be apportioned and paid proportionately to the amount paid during any portion or portions of the period in respect of which the dividend is paid;
 - (iii) for the purposes of paragraphs (d)(i) and (ii), an amount paid on a share in advance of a call is to be ignored; and
 - (iv) interest is not payable by the Company in respect of any dividend.
- (e) Subject to the SCH Business Rules, the Directors may fix a record date in respect of a dividend.
- (f) Subject to the SCH Business Rules, a dividend in respect of a share must be paid to the person who is registered, or entitled under rule 4.2 to be registered, as the holder of the share:
 - (i) where the Directors have fixed a record date in respect of the dividend, on that date; or
 - (ii) where the Directors have not fixed a record date in respect of that dividend, on the date the dividend is paid,

and a transfer of a share that is not registered, or left with the Company for registration in accordance with rule 4.2, on or before that date is not effective, as against the company, to pass any right to the dividend.

- (g) The Directors when fixing the amount and time for payment of a dividend may:
 - (i) direct payment of the dividend wholly or partly by the distribution of specific assets, including fully paid shares or other securities of the Company or of another body corporate, either generally or to specific shareholders; and

- (ii) direct that the dividend be paid to particular shareholders wholly or partly out of any particular fund or reserve or out of profits derived from any particular source and to the remaining shareholders wholly or partly out of any other particular fund or reserve or out of profits derived from any other particular source or generally.
- (h) The Directors may deduct from any dividend payable to a member all sums of money presently payable by the member to the Company for calls due and payable and apply the amount deducted in or towards satisfaction of the money owing.
- (i) Where a person is entitled to a share as a result of a circumstance in rules 4.4 or 5.8(f), the Directors may, but are not obliged to, retain any dividends payable on that share until that person becomes registered as the holder of the share or transfers it.
- (j) Any dividend, interest or other money payable in cash in respect of shares may be paid by cheque and sent by post:
 - (i) to the address of the holder as shown in the register of members, or in the case of joint holders, to the address shown in the register of members as the address of the joint holder first named in that register; or
 - (ii) to such other address as the holder or joint holders in writing directs or direct. This paragraph (j) does not adversely affect any other method of payment the Directors may adopt.
- (k) A cheque sent under paragraph (j) may be made payable to bearer or to the order of the member to whom it is sent or any other person the member directs and is sent at the member's risk.

9.2 Capitalisation of profits

- (a) Subject to any rights or restrictions attached to any shares or class of shares, the Directors may capitalise and distribute among such of the members as would be entitled to receive dividends and in the same proportions, any amount:
 - (i) forming part of the undivided profits of the Company;
 - (ii) representing profits arising from an ascertained accretion to capital or from a revaluation of the assets of the Company;
 - (iii) arising from the realisation of any assets of the Company; or
 - (iv) otherwise available for distribution as a dividend.
- (b) The Directors may resolve that all or any part of the capitalised amount is to be applied:
 - (i) in paying up in full any unissued shares in or other securities of the Company;
 - (ii) in paying up any amounts unpaid on shares or other securities held by the members; or
 - (iii) partly as specified in paragraph (b)(i) and partly as specified in paragraph (b)(ii), and that application must be accepted by the members entitled to share in the distribution in full satisfaction of their interests in the capitalised amount.
- (c) Rules 9.1(e) and (f) apply, so far as they can and with any necessary changes, to a capitalisation of an amount under rule 9.2 as if references in those rules to a dividend and to the date a dividend is paid were references to a capitalisation of an amount and to the date the Directors resolve to capitalise the amount under this rule 9.2 respectively.

9.3 Ancillary powers

- (a) The Directors may do any of the following things to give effect to a resolution for the satisfaction of a dividend in the manner set out in rule 9.1(g)(i) or by the capitalisation of an amount under rule 9.2:
 - (i) settle as they think expedient any difficulty that may arise in making the distribution or capitalisation and, in particular, where shares or other securities in the Company are or would otherwise be issuable in fractions:

- A. determine that fractions are to be disregarded or are to be rounded down to the nearest whole number; or
 - B. determine that fractions are to be rounded up to the nearest whole number;
- (ii) fix the value for distribution of any specific assets;
- (iii) pay cash or issue shares or other securities to any members in order to adjust the rights of all parties;
- (iv) vest any specific assets, cash, shares or other securities in a trustee on such trusts for the persons entitled to the dividend or capitalised amount as may seem expedient to the Directors; and
- (v) authorise any person to make, on behalf of all the members entitled to any further shares or other securities as a result of the distribution or capitalisation, an agreement with the Company or another body corporate providing, as appropriate:
 - A. for the issue to them of such further shares or other securities as fully paid; or
 - B. for the payment by the Company on their behalf of the amounts or any part of the amounts remaining unpaid on their existing shares or other securities by the application of their respective proportions of the sum resolved to be capitalised, and any agreement made under an authority referred to in this paragraph (v) is effective and binding on all members concerned.
- (b) If the Company distributes to a member shares or other securities in the Company or another body corporate or a trust, the member appoints the Company as his or her agent to do anything needed to give effect to that distribution, including agreeing to become a member of that other body corporate.

9.4 Reserves

- (a) Subject to this Constitution, the Directors may set aside out of the profits of the Company reserves or provisions for any purpose as they think fit.
- (b) The Directors may appropriate to the profits of the Company an amount previously set aside as a reserve or provision.
- (c) The setting aside of an amount as a reserve or provision does not require the Directors to keep the amount separate from other assets of the Company or prevent the amount being used in the business of the Company or being invested as the Directors think fit.

9.5 Carry forward of profits

The Directors may carry forward as much of the profits remaining as they consider ought not to be distributed as dividends or capitalised without transferring those profits to a reserve or provision.

9.6 Dividend reinvestment plans

- (a) The Directors may implement a dividend reinvestment plan on the terms they think fit under which the whole or any part of a dividend due to members who participate in the plan on their shares or any class of shares may be applied in subscribing for securities of the Company or of a related body corporate.
- (b) The Directors may amend, suspend or terminate a dividend reinvestment plan implemented by them.

9.7 Dividend selection plans

- (a) The Directors may implement a dividend selection plan on the terms they think fit under which participants may elect in respect of all, or part, of their shareholdings:
 - (i) to receive a dividend from the Company paid wholly or partly out of a particular fund or reserve or out of profits derived from a particular source; or
 - (ii) to forego a dividend from the Company in place of another form of distribution from the Company or another body corporate or a trust.

- (b) The Directors may amend, suspend or terminate any dividend selection plan implemented by them.

10 PART 10 - NOTICES

10.1 Service of notices

- (a) A notice may be given by the Company to any shareholder, or in the case of joint holders to the shareholder whose name stands first in the Register, personally, by leaving it at the shareholder's registered address or by sending it by prepaid post or facsimile transmission addressed to the shareholder's registered address or, in any other case, by other electronic means determined by the Directors. If the notice is signed the signature may be original or printed.
- (b) Any notice sent by post is taken to have been served at the expiration of 24 hours after the envelope containing the notice is posted and, in proving service, it is sufficient to prove that the envelope containing the notice was properly addressed and posted.
- (c) Any notice served on a shareholder personally or left at the shareholders registered address is taken to have been served when delivered.
- (d) Any notice served on a shareholder by facsimile transmission is taken to have been served when the transmission is sent.
- (e) Where a shareholder does not have a registered address or where the Company has a reason in good faith to believe that a shareholder is not known at the shareholders registered address, all future notices are taken to be given to the shareholder if the notice is exhibited in the Office for a period of 48 hours (and is taken to be duly served at the commencement of that period) unless and until the shareholder informs the Company of a registered place of address.
- (f) A notice to be sent to a member outside Australia and its external territories must be sent by airmail or by fax, or in another way that ensures it will be received quickly.
- (g) If a given number of days' notice or notice extending over any other period is required to be given the day of service is not to be counted in the number of days or other period.

10.2 Notice to transferor binds transferee

Every person who, by operation of law, transfer or any other means, becomes entitled to be registered as the holder of any shares is bound by every notice which, prior to the person's name and address being entered in the Register in respect of the shares, was duly given to the person from whom title to the shares is derived.

10.3 Service on deceased shareholders

A notice delivered or sent by post to the shareholders registered address under this Constitution is (despite the fact that the shareholder is then dead and whether or not the Company has notice of the shareholder's death) taken to have been duly served in respect of any registered shares, whether held solely or jointly with other persons by the shareholder, until some other person is registered in the shareholder's place as the holder or joint holder. The service is sufficient service of the notice or document on the shareholder's personal representative and any persons jointly interested with the shareholder in the shares.

11 PART 11 - WINDING UP

11.1 Distribution in specie

If the Company is wound up, whether voluntarily or otherwise, the liquidator may divide among all or any of the contributories as the liquidator thinks fit in specie or kind any part of the assets of the Company, and may vest any part of the assets of the Company in trustees on any trusts for the benefit of all or any of the contributories as the liquidator thinks fit.

11.2 Variation of rights of contributories

Any division may be otherwise than in accordance with the legal rights of the contributories and, in particular, any class may be given preferential or special rights or may be excluded altogether or in part, but if any division otherwise than in accordance with the legal rights of the contributories is determined, any contributory who would be prejudiced by the division has a right to dissent and ancillary rights as if the determination were a special resolution passed under the Act relating to the sale or transfer of the Company's assets by a liquidator in a voluntary winding up.

11.3 Liability to calls

If any shares to be divided in accordance with Rule 11.1 involve a liability to calls or otherwise, any person entitled under the division to any of the shares may by notice in writing within ten business days after the passing of the special resolution, direct the liquidator to sell the person's proportion and pay the person the net proceeds and the liquidator is required, if practicable, to act accordingly.

12 PART 12 - INDEMNITY

12 Indemnity of officers

- (a) The Company is to indemnify each officer of the Company out of the assets of the Company to the relevant extent against any liability incurred by the officer in or arising out of the conduct of the business of the Company or in or arising out of the discharge of the duties of the officer unless the liability was incurred by the officer through his or her own dishonesty, negligence, lack of good faith or breach of duty.
- (b) In addition to Rule 12(a) an officer of the Company and an officer of a subsidiary of the Company may be indemnified to the relevant extent out of the assets of the Company against any liability incurred by the officer in or arising out of the conduct of the business of the Company or of the subsidiary or in or arising out of the discharge of the duties of the officer where the Directors consider it appropriate to do so.
- (c) Where the Directors consider it appropriate, the Directors may execute a documentary indemnity in any form in favour of any officer of the Company or a subsidiary.
- (d) Where the Directors considers it appropriate, the Company may:
 - (i) make payments by way of premium in respect of any contract effecting insurance on behalf or in respect of an officer of the Company or a subsidiary against any liability incurred by the officer in or arising out of the conduct of the business of the Company or of the subsidiary or in or arising out of the discharge of the duties of the officer; and
 - (ii) bind itself in any contract or deed with any officer of the Company or a subsidiary to make the payments.
- (e) In this Rule 12:
 - (i) officer means:
 - A a Director, Secretary, executive officer or employee;
 - or
 - B a person appointed as a trustee by, or acting as a trustee at the request of, the Company or, where applicable, the subsidiary of the Company,and includes a former officer.
 - (ii) duties of the officer includes, in any particular case where the Directors consider it appropriate, duties arising by reason of the appointment, nomination or secondment in any capacity of an officer by the Company or, where applicable, the subsidiary of the Company to any other corporation.
 - (iii) to the relevant extent means:

- A to the extent the Company is not precluded by law from doing so;
 - B to the extent and for the amount that the officer is not otherwise entitled to be indemnified and is not actually indemnified by another person (including, but without limitation, a subsidiary or an insurer under any insurance policy); and
 - C where the liability is incurred in or arising out of the conduct of the business of another corporation or in the discharge of the duties of the officer in relation to another corporation, to the extent and for the amount that the officer is not entitled to be indemnified and is not actually indemnified out of the assets of that corporation.
- (iv) liability means all costs, charges, losses, damages, expenses, penalties and liabilities of any kind including, in particular, legal costs incurred in defending any proceedings (whether criminal, civil administrative or judicial) or appearing before any court, tribunal, government authority or other body.