

KENTOR GOLD LTD

CONSTITUTION

21 January 2005

pursuant to Special Resolution

amended 26 May 2011

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Corporations Act 2001
A Public Company Limited by Shares

CONSTITUTION

of

KENTOR GOLD LTD

1. PRELIMINARY

1.1 Definitions

- (a) In this Constitution, if a term set out in this document is marked with a ⁺sign, it has the meaning given to it in the relevant source document mentioned below and otherwise the following terms have the respective meanings set out below:

⁺**accounts** has the meaning given in the Listing Rules;

Act means the *Corporations Act 2001 (C'th)*;

AGM means an annual general meeting;

ASTCSR means the settlement rules of ASX Settlement and Transfer Corporation Pty Limited ACN 008 504 532;

ASX means Australian Stock Exchange Limited ACN 008 624 691;

Board means the Directors acting as a board of directors and in relation to a Board resolution includes a resolution or determination made under Clause 14.6;

⁺**business day** has the meaning given in the Listing Rules;

Chair means a person elected to chair a meeting;

⁺**child entity** has the meaning given in the Listing Rules;

⁺**class** has the meaning given in the Listing Rules;

Director means a person elected or appointed as a director of the Company and includes an alternate director;

⁺**dispose** has the meaning given in the Listing Rules;

⁺**equity interests** has the meaning given in the Listing Rules;

⁺**equity security** has the meaning given in the Listing Rules;

⁺**holding lock** has the meaning given in the Listing Rules;

⁺**issuer operated subregister** has the meaning given in the ASTCSR;

⁺**issuer sponsored subregister** has the meaning given in the Listing Rules;

Liability includes damages, losses, liability, costs and expenses and in the case of legal costs, on a solicitor-own client basis;

Listed Company means a company that is admitted to the official list of the ASX;

Listing Rules means the listing rules of the ASX as they apply to the Company;

+**marketable parcel** has the meaning given in the Listing Rules;

+**message** has the meaning given in the ASTCSR;

Non-marketable Parcel means a parcel of +securities other than a +marketable parcel;

Officer includes a Director and a Secretary;

+**person** has the meaning given in the Listing Rules;

+**proper ASTC transfer** has the meaning given in the Corporations Regulations 2001 (C'th);

+**record date** has the meaning given in the ASTCSR;

Register of Members includes, if the Company is a Listed Company, any issuer operated or sponsored subregister and any Chess subregister established and maintained for the Company under the ASTCSR;

+**related party** has the meaning given in the Listing Rules;

+**restricted securities** has the meaning given in the Listing Rules;

Secretary means a secretary appointed as contemplated in Clause 17;

+**securities** has the meaning given in the Listing Rules;

+**security holder** has the meaning given in the Listing Rules;

Tax Act means the *income Tax Assessment Act 1936 (C'th)*, the *Income Tax Assessment Act 1997 (C'th)*, or both, as practicable;

+**termination benefits** has the meaning given in the Listing Rules;

Transmission Beneficiary means a person entitled to a share as the result of a Transmission Event;

Transmission Event means with respect to a person who is:

- (i) a natural person: death; bankruptcy or other insolvency; or becoming of unsound mind or being liable or having his or her estate liable to be dealt with under the law relating to mental health;
- (ii) a body corporate: winding-up, administration or receivership; or succession by another body corporate to the assets and liabilities of the person.

+**undertaking has the** meaning given in the Listing Rules;

+**voting exclusion statement** has the meaning given in the Listing Rules.

1.2 Interpretation

- (a) Headings in this Constitution are for guidance only and must not be used in the interpretation of any clause.
- (b) Unless the context requires otherwise, a reference to the term in column 1 means or includes (as specified) the corresponding reference in column 2:

Column 1		Column 2
this Agreement or any other agreement, deed or document	includes	the agreement, deed or document as novated, altered, supplemented or replaced from time to time and all schedules, annexures and appendices referred to in it
business hours	means	from 9am to 5pm on a ⁺ business day
Failure to observe or perform an obligation	includes	a breach of warranty or representation
a gender	Includes	all genders
giving a notice	includes	service of any document or communication, so far as it can and with any necessary changes
a member	means	for the purposes of a meeting of members for which the caller of the meeting has determined a ⁺ record date, the registered holder of shares as at the relevant ⁺ record date
member present	means	a member present in person or by proxy, attorney, or representative
Month	means	a calendar month
notice in writing	includes	a notice given by fax or email
an obligation	includes	a warrant or representation
penalty interest rate	means	The rate applicable at a relevant time as determined under the Penalty Interest Rate Act 1983 (Vic.)
a person	includes	(i) a natural person, partnership, body corporate, unincorporated or incorporated association, governmental, statutory or local authority or agency or other entity; and (ii) his, her or its legal personal representatives, successors and assigns
a right	includes	a benefit, remedy, discretion, authority or power
the singular	includes	the plural and vice versa
a statute or other law or subordinate legislation	includes	any regulation or other instrument made under it and any consolidation, amendment, re-enactment or replacement of it
a time	means	local time in Melbourne

1.3 Application of the Act, the Listing Rules and the ASTCSR

- (a) The replaceable rules that apply to public companies under the Act do not apply to the Company.

- (b) Unless a contrary intention appears, an expression in a clause in this Constitution which deals with a matter dealt with by any provision of the Listing Rules or the ASTCSR has the same meaning as in that provision and an expression used in this Constitution that is defined in the Act has the same meaning in as in the Act.
- (c) If the Company is a Listed Company, the following rules apply:
- (i) Notwithstanding anything contained in this Constitution, if the Listing Rules prohibit an act being done, the act shall not be done.
 - (ii) Nothing contained in this Constitution prevents an act being done that the Listing Rules require to be done.
 - (iii) 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).
 - (iv) 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.
 - (v) If the Listing Rules require this Constitution not to contain a provision and it does contain such a provision, this Constitution is deemed not to contain that provision.
 - (vi) 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.

(and for the purposes of the foregoing paragraphs 1.3(c)(i) to (vi), "Listing Rules" has the extended meaning in Appendix 15A of the Listing Rules)

- (vii) If the Company proposes to make a significant change, either directly or indirectly to the nature or scale of its activities that involves the Company +disposing of its main +undertaking, the Company must get the approval of holders of ordinary shares in a general meeting and must comply with any requirements of the ASX in relation to the notice of meeting. The Company must not enter into an agreement to +dispose of its main +undertaking unless the agreement is conditional on the Company getting that approval and must otherwise comply with the Listing Rules.
- (viii) The Company must tell the ASX the following information:
 - (A) If Directors may be elected at a meeting of +security holders, the Company must tell the ASX the date of the meeting at least 5 +business days before the closing date for the receipt of nominations.
 - (B) The outcome in respect of each resolution to be put to a meeting of +security holders. The Company must do so immediately after the meeting has been held. If the meeting is adjourned, the entity must immediately tell the ASX of the adjournment and the outcome in respect of each resolution dealt with before the adjournment.

- (C) The contents of any prepared announcement (including any prepared address by the Chair) that will be delivered at a meeting of ⁺security holders. A copy must be given to the ASX no later than the start of the meeting.
- (ix) The Company must immediately give the ASX a copy of any document it sends to the holders of ⁺securities in a ⁺class.
- (x) In giving any document to the ASX, the Company must do so in accordance with any process required under the Listing Rules.
- (xi) If the Company has its ⁺securities approved under the ASTCSR or operates an ⁺Issuer sponsored subregister, it must comply with the Listing Rules and the ASTCSR including any requirements of an applicable subregister system.
- (xii) The Company must comply with applicable timetables and time limits in the Listing Rules and the ASTCSR.

1.4 Currency

If any amount is payable by the Company to a holder of shares or other securities, the Company may pay the amount in a currency other than Australian dollars and the Board may fix a time for determination of an applicable exchange rate, and may accept from the Company's principal bank in Australia advice as to the applicable exchange rate to be determined at that time.

1.5 Powers and Objects

The Company has no restrictions or prohibitions on the exercise of any of its powers and has no specific objects.

2. SHARE CAPITAL

2.1 Shares

- (a) Subject to this Constitution:
 - (i) the Board may issue shares and options over options for any shares in, and other ⁺securities of, the Company;
 - (ii) the Board may decide the persons to whom shares will be issued or options will be granted and the terms and conditions of the issue or grant; and
 - (iii) any share or option may be issued with preferred, deferred, qualified, guaranteed or other special rights or restrictions, limitations or conditions with reference to preferential, guaranteed, fixed, fluctuating or other dividends or interest or voting or return of capital or distribution of assets or redemption (in relation to preference shares) or otherwise determined by the Board.
- (b) If the Company is a Listed Company, the Company may have only one ⁺class of ordinary shares unless the ASX approves the terms of the additional ⁺class or the additional ⁺class is of partly paid ⁺securities which if fully paid would be in the same ⁺class as the ordinary shares.

2.2 Restrictions on Issue

If the Company is a Listed Company, then unless an exception in the Listing Rules applies:

(a) Exceeding 15% of capital

The Company must not, without the approval of holders of ordinary shares, issue or agree to issue more ⁺equity securities than are allowed pursuant to the Listing Rules.

(b) To Certain Parties

The Company must not issue or agree to issue ⁺equity securities to any of the following persons without the approval of holders of ordinary shares:

- (i) A ⁺related party.
- (ii) A ⁺person whose relationship with the Company or a ⁺related party is, in the opinion of the ASX, such that approval should be obtained

2.3 Preference Shares

If the Company is a Listed Company, then this Clause 2.3 applies if the Board resolves to issue preference shares:

(a) Issue Requirements

The terms of issue must specify:

- (i) that the holders of the preference shares are entitled to a dividend in preference to the holders of ordinary shares;
- (ii) the rate for calculation of the dividend to be paid on the capital paid up on the share, which must be a commercial rate;
- (iii) whether the dividends are cumulative;
- (iv) that, when the Company is wound up, the holders of the preference shares are entitled to the return of capital paid up on the shares and, if the dividends on the shares are cumulative, to any arrears of dividend, in preference to the holders of ordinary shares;
- (v) that the holders of the preference shares are entitled to the same rights as a holder of ordinary shares in relation to receiving notices, reports and audited ⁺accounts, and to attend meetings.

(b) Issue Terms

The terms of issue may specify that at the option of the Company or the holder:

- (i) the shares are convertible into ordinary shares;
- (ii) the shares are liable to be redeemed; and
- (iii) if the share is redeemable:
 - (A) the amount to be paid on redemption of the share; and

- (B) if the share is redeemable at the end of a fixed period, the date for redemption, or otherwise, the way in which the redemption date is to be ascertained; and
- (C) the circumstances (if any) in which the share is redeemable at the option of the holder or of the Company and the way in which that option must be exercised.

(c) No participation rights

A preference share must not carry any right to participate in surplus assets and profits of the Company except as set out above.

(d) Voting

A preference share must entitle each holder to a right to vote at any meeting of members of the Company in each of the following circumstances and in no others:

- (i) during a period during which a dividend (or part of a dividend) in respect of the share is in arrears;
- (ii) on a proposal to reduce the Company's share capital;
- (iii) on a resolution to approve the terms of a buy-back agreement;
- (iv) on a proposal that affects rights attached to the share;
- (v) on a proposal to wind up the Company;
- (vi) on a proposal for the ⁺disposal of the whole of the Company's property, business and ⁺undertaking;
- (vii) during the winding-up of the Company; and
- (viii) in any other circumstances in which the Listing Rules require the holders of preference shares to vote.

(e) Redemption of redeemable preference shares

Subject to the Act, the Company must redeem a redeemable preference share on the date for redemption by paying the amount required for redemption to the holder in cash, by cheque or in any other form that the holder agrees to in writing. If the Company sends the holder of a redeemable preference share a cheque for the amount required for redemption, the share is redeemed on the date on which paragraph 23.4(a) would treat the cheque as being received by the holder if it were a notice, whether or not the holder has presented the cheque.

(f) Equal ranking issues

The issue of further preference shares that rank equally with any issued preference shares is not taken to affect the rights of the holders of the existing preference share whether or not the rate of dividend for the new preference shares is the same as or different from that applicable to any issued preference shares.

2.4 Share Classes — Removal/Change of Rights

- (a) Subject to the succeeding paragraphs of this Clause, the Company may by resolution convert or reclassify shares from one ⁺class to another.
- (b) If the Company is a Listed Company, the Company must change the terms that apply to any ⁺class of its securities if the ASX determines that they are inappropriate or inequitable, to terms that the ASX determines are appropriate and equitable.
- (c) The rights attached to any shares or ⁺class or ⁺classes of shares may be varied or abrogated in the manner provided for in this Constitution, subject to the Act and, if the Company is a Listed Company, the Listing Rules and in the latter cases the Company must not remove or change a member's right to vote or receive dividends in respect of particular shares except in the cases allowed in the Listing Rules.
- (d) The rights attached to any ⁺class of shares (unless otherwise provided by their terms of issue) may, whether or not the Company is being wound up, be varied with the consent in writing of the holders of 75% of the holders of the shares of that ⁺class or by special resolution passed at a separate meeting of holders of shares of the ⁺class.
- (e) The provisions of this Constitution relating to general meetings apply, with any necessary changes, to separate ⁺class meetings as if they were a general meeting.
- (f) Unless otherwise expressly provided by the terms of issue of the shares of that ⁺class, the rights conferred upon the holder of the shares of any ⁺class issued with preferred or other rights will not be deemed to be varied by the issue of further shares ranking equally with them.

2.5 Shares Held in Trust

- (a) Unless the Company is a Listed Company, the Company must recognise on its Register of Members that shares are held beneficially or non-beneficially but is not required to recognise (whether or not it has notice of the interest or rights concerned) any equitable, contingent, future or partial interest in or any other right or information in respect of any of its ⁺securities unless required to do so by this Constitution or the law.
- (b) If the Company is a Listed Company, then unless required to do so by the ASTCSR or the law, the Company need not record on any register and is not required to recognise:
 - (i) any equitable, contingent, future or partial interest in any of its ⁺securities; or
 - (ii) any other right in respect of any of its ⁺securities,
 except an absolute right of legal ownership in the registered holder.

2.6 Certificates and Holding Statements

- (a) Subject to paragraph 2.6(c), a person whose name is entered as a member in the in respect of shares held jointly by several persons, the Company is not

bound to Register of Members is entitled without payment to receive a share certificate but, issue more than one certificate.

- (b) Delivery of a certificate to one of several joint holders is sufficient delivery to those holders.
- (c) If the Company is a Listed Company:
 - (i) The Board may resolve to do anything that is necessary or desirable for the Company to participate in any computerised, electronic or other system for the facilitation of the transfer of ⁺securities or the operation of the Company's registers that may be owned, operated or sponsored by the ASX or a related body corporate of the ASX.
 - (ii) While the Company remains a participant in any such system:
 - (A) it must comply with the Listing Rules and the ASTCSR relating to transfers, divestment or forfeiture of holdings, holding statements for new holdings and changed holdings and replacement certificates;
 - (B) it need not do anything that, as a participant, it is relieved of doing by the Act or would otherwise be required to do by this Constitution;
 - (C) it must comply with ASTCSR Rule 5.21.1 with respect to any rights issue; and
 - (D) if it operates a certificated subregister and it reorganises its capital, then after the reorganisation of capital, it must issue new certificates to holders of ⁺securities on its certificated subregister. The certificates must be of a different colour from any earlier certificates, show the date on which the reorganisation became effective and prominently display any statement required by the Listing Rules. The new certificates must be sent no earlier than 5, and no later than 9, ⁺business days after the date on which the ASX recognised the reorganisation.

2.7 Restricted Securities

If any ⁺securities of the Company are classified as ⁺restricted securities under the Listing Rules:

- (a) during the escrow period set by the restriction agreement required by ASX in relation to those ⁺securities:
 - (i) the member who holds the ⁺restricted securities may not ⁺dispose of them; and
 - (ii) the Company must not register a transfer of the ⁺restricted securities or otherwise acknowledge a disposal of them,

except as permitted by the Listing Rules or the ASX; and

- (b) if there is a breach of the Listing Rules or of the relevant restriction agreement in relation to a restricted security, the holding of that security does not entitle a member:
- (i) to be present, speak or vote at, or be counted in the quorum for, a meeting of members; or
 - (ii) to receive any dividend or other distribution,
- while the breach continues.

2.8 Non interference etc. with issue of securities

The Company must not in any way prevent, delay or interfere with an issue of ⁺securities following the exercise, ⁺conversion, or paying up of a quoted security. If the Company would break an Australian law by issuing the ⁺securities to the holder of the quoted ⁺securities, it may issue them to a nominee. The nominee must ⁺dispose of the ⁺securities and send the net proceeds to the 'person who would have received them.

2.9 Joint Holders

- (a) If 2 or more persons are registered as the holders of a ⁺security, they hold it as joint tenants with the right of survivorship, on the following conditions:
- (i) they are liable jointly and severally for all payments, including calls, with respect to the ⁺security;
 - (ii) paragraph 9.1(d) will apply on the death of any one of them;
 - (iii) any one of the joint holders may give an effective receipt for any dividend, bonus, interest or other distribution or payment with respect to the ⁺security.
- (b) The Company may elect to, but is not required to; register more than 3 persons as joint holders of the ⁺security, unless the joint holders become entitled due to transmission upon the death of a member or unless required to do so under the Listing Rules or the ASTCSR.

3. ALTERATION OF CAPITAL

3.1 Power to Alter

Subject to Clause 4.6, the Company may by resolution:

- (a) consolidate or subdivide all or any of its shares but so that in the consolidation or subdivision the proportion between the amount paid and the amount (if any) unpaid on each share is the same as it was in the case of the share from which the share is derived; and
- (b) cancel shares that, at the date of the passing of the resolution, have been forfeited.

3.2 Power to Reduce Share Capital

Subject to the Act and to Clause 4.6, the Company may reduce its share capital by special resolution and

3.3 Board's Powers

Where as a result of a consolidation, a member would become entitled to a fraction of a share, the Board may resolve the position by doing any of the following:

- (a) make a cash payment;
- (b) determine that fractions may be disregarded in order to adjust the rights of all members;
- (c) appoint a trustee to deal with any fractions on behalf of members; and
- (d) round up a fractional entitlement to the nearest whole number by capitalising any amount available for capitalisation even though only some members participate in the capitalisation.

4. PARTLY PAID SHARES

4.1 Making a Call and Payment of Calls

- (a) Subject to the terms of issue of any shares, the Board may:
 - (i) make calls upon members in respect of any money unpaid on the shares of the members and not by the terms of issue of those shares made payable at fixed times;
 - (ii) upon issuing shares, differentiate between members as to the amount of each call to be paid and the time of payment;
 - (iii) require a call to be paid in instalments.
- (b) The Company must give a member on whom a call has been made at least 30 *business days written notice specifying the time or times and place of payment of the call subject that, if the Company is a Listed Company, it must follow any time limits and procedures and must include any information required by the Listing Rules (particularly para. 5.1 of App 6A) and by the ASX.
- (c) Upon receiving notice of a call complying with this Clause, each member must pay to the Company at the time or times and place so specified the amount called on his shares.
- (d) The Board may revoke or postpone a call or extend the time for payment.
- (e) A call will be deemed to have been made at the time when the resolution of the Board authorising the call was passed and may be required to be paid by instalments.
- (f) The joint holders of a share are jointly and severally liable to pay all calls in respect of the share.

4.2 Calls Due on Allotment

Any sum that, by the terms of issue of a share, becomes payable on allotment or at a fixed date, will for the purposes of this Constitution be deemed to be a call duly made and payable on the date on which by the terms of issue the sum becomes payable, and, in case of non-payment, all the relevant provisions of this Constitution as to

payment of interest and expenses, forfeiture or otherwise apply as if the sum had become payable by virtue of a call duly made and notified.

4.3 Additional payments on Unpaid Calls

If a sum called in respect of a share is not paid before or on the day appointed for payment of the sum, the person from whom the sum is due must pay:

- (a) interest on the sum from the day appointed for payment of the sum to the time of actual payment at a rate determined by the Board or failing a rate being determined at the penalty interest rate, but the Board may waive payment of that interest wholly or in part; and
- (b) any damages, costs, expenses (on a full indemnity basis) incurred by the Company in recovering the unpaid amount or due to the late payment.

4.4 Differentiation Between Holders

The Board may, on the issue of shares, differentiate between the holders as to amount of calls to be paid and the time of payment.

4.5 Early Payment

- (a) The Board may accept from a member the whole of or a part of the amount unpaid on a share although no part of that amount has been called up.
- (b) The Board may authorise payment by the Company of interest upon the whole or any part of an amount so accepted, until the amount becomes payable, at the rate agreed upon between the Board and the member paying the sum.

4.6 Partly Paid Shares and Reorganisation

If the Company has partly paid shares on issue, it must comply with the following rules in relation to the way the partly paid shares are treated under a reorganisation:

- (a) The number of partly paid shares must be reorganised in the same proportion as the other ⁺classes of shares.
- (b) The reorganisation must not involve cancellation or reduction of the total amount payable and unpaid by the holder of the shares.

4.7 Partly Paid Shares and Dividends

The Company must ensure that the holders of partly paid ⁺securities are not entitled to a greater proportion of either a dividend or an issue of bonus ⁺securities than the proportion which the amount paid (not credited) is of the total amounts paid and payable (excluding amounts credited. In this Clause, amounts paid in advance of a call are ignored when calculating the proportion.

5. LIEN

5.1 Lien on Share

- (a) The Company has a first lien on:

- (i) every partly paid share, for all unpaid calls and instalments due and unpaid on that share;
- (ii) every share of a member or deceased former member for any amount the Company is required by law to pay and has paid in respect of that share; and
- (iii) if the shares were acquired under an employee incentive scheme, an amount is owed to the Company for acquiring them.

In each case, the lien extends to reasonable interest and expenses incurred because the amount is not paid.

- (b) Any lien of the Company on a share extends to all dividends payable in respect of the share and to the proceeds of sale of the share.
- (c) If the Company is a Listed Company, then notwithstanding any other provision of this Constitution, it may only have a lien over particular securities in the cases allowed in the Listing Rules.
- (d) The Board may take any step it considers necessary or desirable under the ASTCSR to protect any lien or other right of the Company existing pursuant to this Constitution or at law, including asking ASTC to apply a holding lock over the particular securities.

5.2 Sale on Exercise of Lien

- (a) Subject to paragraph 5.2(b), the Company may sell in any manner that the Board determines, any shares on which the Company has a lien
- (b) If the Company is a Listed Company, any sale must be subject to and in accordance with the Listing Rules and the ASTCSR. Subject as aforesaid, a share on which the Company has a lien must not be sold unless:
 - (i) a sum in respect of which the lien exists is presently payable; and
 - (ii) not less than 14 days before the date of the sale, the Company has given to the registered holder of the share or the Transmission Beneficiary a notice in writing setting out, and demanding payment of, the amount that is presently payable and in respect of which the lien exists.

5.3 Transfer on Exercise of Lien

- (a) For the purpose of giving effect to a sale mentioned in Clause 5.2, the Board may authorise a person to transfer the shares sold to the purchaser of the shares.
- (b) The Company must register the purchaser as the holder of the shares comprised in any such transfer and he or she is not bound to see to the application of the purchase money.
- (c) The title of the purchaser to the shares is not affected by any irregularity or invalidity in connection with the sale.

5.4 Proceeds of Sale

The Company must apply the proceeds of any sale pursuant to Clause 5.2 in payment of the part of the amount in respect of which the lien exists that is presently payable, and, subject to any like lien for sums not presently payable that existed upon the shares before the sale, the residue (if any) must be paid to the person entitled to the shares at the date of the sale.

6. FORFEITURE OF SHARES

6.1 Notice Leading to Forfeiture

- (a) If a member fails to pay a call or instalment of a call on the day appointed for payment of the call or instalment, the Board may, at any time during which any part of the call or instalment remains unpaid, serve a notice on the member requiring payment, together with any interest, damages, costs and expenses that have accrued.
- (b) The notice must name a further day (not earlier than expiration of 14 days from the date of service of the notice) on or before which the payment required by the notice is to be made and must state that, in the event of non-payment at or before the time appointed, the shares in respect of which the call was made will be liable to be forfeited.

6.2 Forfeiture

- (a) If the requirements of the notice served under Clause 6.1 are not complied with, any share in respect of which the notice has been given may at any time thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the Board to that effect
- (b) A forfeiture includes all dividends declared in respect of the forfeited shares and not actually paid before the forfeiture.
- (c) If the Company is a Listed Company, any forfeiture or sale on forfeiture or cancellation of forfeited shares must occur subject to and in accordance with the Listing Rules and the ASTCSR.
- (d) Subject to paragraph 6.2(c), a forfeited share may be sold or otherwise ⁺disposed of on terms and in a manner determined by the Board, and, at any time before a sale or ⁺disposition, the forfeiture may be cancelled on terms as the Board determines.

6.3 Statement as to Forfeiture

A statement in writing declaring that the person making the statement is a Director or a Secretary, and that a share in the Company has been duly forfeited on a date stated in the statement, is prima facie evidence of the facts stated in the statement as against all persons claiming to be entitled to the share.

6.4 Registration on Forfeiture

- (a) The Company may receive the consideration (if any) given for a forfeited share on any sale or ⁺disposition of the share and may execute a transfer of the share in favour of the person to whom the share is sold or ⁺disposed of.

- (b) Upon the execution of the transfer, the transferee must be registered as the holder of the share and is not bound to see to the application of any money paid as consideration.
- (c) The title of the transferee to the share is not affected by any irregularity or invalidity in connection with the forfeiture, sale or disposal of the share.

6.5 Forfeiture Applies to Every Non-Payment

The provisions of this Constitution as to forfeiture apply in the case of non-payment of any sum that, by the terms of issue of a share, becomes payable at a fixed time, as if that sum had been payable by virtue of a call duly made and notified.

6.6 Liability of Former Shareholder

- (a) A person whose shares have been forfeited ceases to be a member in respect of the forfeited shares.
- (b) Forfeiture and cancellation of any share upon forfeiture shall not relieve the former holder (in the absence of the approval of holders of ordinary shares) for any amount called but unpaid on the shares including interest, damages, costs and expenses, despite the fact that they have been forfeited and cancelled.
- (c) The member's liability ceases if and when the Company receives payment in full of all the money (including interest) payable in respect of the shares or with the approval of the holders of ordinary shares in the circumstances allowed by the Listing Rules.

7. TRANSFER OF SHARES

7.1 Transferring shares

- (a) The transfer of any shares in the Company may be effected by:
 - (i) if the Company is a Listed Company, a ⁺proper ATSC transfer; or
 - (ii) a written transfer in the usual common form or any other form approved by the Board.
- (b) A transfer in accordance with subparagraph 7.1(a)(ii) must be:
 - (i) executed by both the transferor and the transferee, unless the Board approves otherwise; and
 - (ii) duly stamped, if required by law; and
 - (iii) forwarded for registration to or left at the share registry for the Company in which the share is registered, accompanied by the share certificate of the shares to which the transfer relates and by any other evidence required by the Board to prove the title of the transferor and the transferee's right to be registered, except that the Company must comply with subparagraph 7.2(b)(ii).
- (c) Subject to Clauses 7.2, 7.3 and 9, upon receipt of a ⁺proper ASTC transfer or the required material in the case of a transfer other than a ⁺proper ASTC transfer and subject to the Listing Rules and the ASTCSR, the Board must

approve registration of a transferee named in the transfer as a member and may retain the instrument of transfer for any period determined by the Board.

- (d) The transferor will be deemed to remain the holder of the shares until a ⁺proper ASTC transfer has been effected or the name of the transferee is entered in the Register of Members as the holder of the shares.
- (e) If the Company is a Listed Company, it must not in any way prevent delay or interfere with the registration of a transfer document relating to quoted ⁺securities including a ⁺proper ASTC transfer, but this Clause does not apply to a paper-based transfer document which is not a proper instrument of transfer.

7.2 Restrictions on Transfer

- (a) The Board must refuse to register or authorise any transfer of ⁺securities:
 - (i) if the Company is not a Listed Company, not permitted under this Constitution; or
 - (ii) if the Company is a Listed Company:
 - (A) not permitted under this Constitution, the Listing Rules or the ASTCSR; or
 - (B) if permitted only on conditions contained in this Constitution, the Listing Rules or the ASTCSR, then upon satisfaction of those conditions, including ASTCSR Rule 9.8.4.
- (b) If the Company is a Listed Company:
 - (i) it may act in any way allowed by the Listing Rules in relation a transfer or registration of a paper-based transfer document, including applying or asking for the application of a ⁺holding lock or refusing to register a transfer document in the circumstances listed in LR 8.10.1;
 - (ii) it must not require a statutory declaration or other document in connection with ownership restrictions of its ⁺securities before it will register a transfer document;
 - (iii) if it has an ⁺issuer sponsor subregister, it must act in accordance with the Listing Rules with respect to dealing with ⁺securities in the event of an off-market bid.
- (c) If being a Listed Company, the Company operates a certificated subregister and it reorganises its capital, then after the reorganization of capital and the issue of new certificates under the Listing Rules, the Board must reject any transfer of shares accompanied by a certificate issued before the ASX recognised the reorganisation, as not being a proper instruments of transfer.

7.3 Registration of Transfers

- (a) The Board may decline to register or may prevent registration of a transfer of shares in the Company or may apply a ⁺holding lock to prevent a transfer in accordance with the Act or the Listing Rules if:
 - (i) the transfer is not in a registrable form;

- (ii) the Company has a lien on the shares;
 - (iii) the transfer is not permitted under an employee share plan;
 - (iv) registration of the transfer may breach a law of Australia;
 - (v) the transfer is paper-based and registration of the transfer will create a new holding that will be a Non-marketable Parcel; or
 - (vi) the Company is otherwise permitted or required to do so under the Listing Rules or, except for a ⁺proper ASTC transfer, under the terms of issue of the shares.
- (b) The Board may delegate the power in the preceding Clause to any person.
- (c) The Board must cause notice of any action under paragraph 7.3(a) to be given as required by the Act and the Listing Rules. Failure to do so will not invalidate the action.
- (d) The Board may:
- (i) subject to subparagraph 7.3(c)(ii), suspend registration of transfers of shares in the Company at the times and for the periods they determine;
 - (ii) if the Company is a Listed Company, suspend the registration of transfers at the times and for the periods they determine, but only as permitted by the ASTCSR.
- (e) Without limiting subparagraph 2.6(c)(ii), the Board must ensure that the Company does not charge a fee for registering, issuing, handling or otherwise dealing with share transfers, share certificates and holding statements and other documents evidencing transactions or information with respect to its shares, as required by, or unless allowed by, Listing Rule 8.14.
- (f) The Board must ensure that:
- (i) every office at which transfers of shares may be lodged for registration and that every ⁺issuer operated subregister for any ⁺class of its ⁺securities is open every ⁺business day, except as allowed under the Listing Rules and the ASTCSR; and
 - (ii) ⁺messages are processed in accordance with the ASTCSR.

8. NON-MARKETABLE PARCELS

8.1 No Express Permission for Holding of Non-marketable Parcel

This Constitution does not contain an express permission for a member to have a holding of a Non-marketable Parcel for the purposes of ASTCSR 8.10.2.

8.2 Divestment of Non-marketable Parcel

- (a) This Clause 8 only applies while the Company is a Listed Company. A divestment under this Clause 8 is subject to and must occur in accordance with the Listing Rules and the ASTCSR, including Rule 512, which shall prevail in

the event of any inconsistency with any of the provisions of paragraph 8.2(c) to Clause 8.11.

- (b) The provisions of paragraph 8.2(c) to Clause 8.11 only apply to ⁺securities in a new holding created by the transfer of a parcel of ⁺securities that was less than a ⁺marketable parcel at the time the transfer document was initiated or, in the case of a paper based transfer document, was lodged with the Company. Those provisions do not apply to ⁺securities transferred before 1 September 1999.
- (c) The Board may cause the Company to sell a member's ⁺securities if the member holds less than a Non-marketable Parcel and the following procedures in Clauses 8.3 to 8:11 are observed.

8.3 Notice of proposed sale

Once in any 12 month period, the Company may give written notice to a member who holds a Non-marketable Parcel or, if held by joint members, to all of the joint members:

- (a) explaining the effect of this Clause 8;
- (b) stating that it intends to sell the Non-marketable Parcel;
- (c) specifying a date at least 35 ⁺business days after the notice is given by which the member may give the Company written notice that the member wishes to retain the holding.

8.4 No sale where member gives notices

The Company must not sell a Non-marketable Parcel if the Company receives a written notice that the member wants to retain it.

8.5 Terms of Sale

The Company may sell the ⁺securities which make up the Non-marketable Parcel as soon as practicable at a price which the Board considers to be the best price reasonably obtainable for the ⁺securities at the time they are sold. A sale of ⁺securities under this Clause includes all dividends payable on and other rights attaching to them. The Company must pay the costs of the sale if allowed to do so by the Act, or must cause the purchaser to do so. Otherwise, the Board may decide the manner, time and terms of sale.

8.6 Change in circumstance

If a member's holding becomes a ⁺marketable parcel after notice is given but before the ⁺securities are sold, the Board may decide that this Clause 8 no longer applies to that holding. Before a sale is effected under this Clause 8, the Board may suspend or terminate the operation of this Clause either generally or in the case of a specific member.

8.7 Transfers

For the purpose of giving effect to this Clause 8, each Director and Secretary has power to execute a transfer as agent for any member who holds a Non-marketable Parcel.

8.8 Application of proceeds

The Company must:

- (a) give written notice to the former Member stating:
 - (i) what the amount of the sale proceeds (less the costs of sale) is; and
 - (ii) that it is holding the balance for the former member while awaiting the former member's return of the certificate (if any) for the ⁺securities sold or evidence of its loss or destruction;
- (b) if the ⁺securities were certificated, not pay the amount until it has received the certificate for them or evidence of its loss or destruction; and
- (c) subject to paragraph 8.8(b), send the amount to the former holder.

8.9 Protections for transferee

The title of the new holder of a share sold under this Clause 8 is not affected by any irregularity in the sale. The sole remedy of any person previously interested in the share is damages which may be recovered only from the Company.

8.10 No sale where takeover bid announced

The power to sell under this Clause 8 lapses following the announcement of a takeover bid for the Company, The procedure may be started again after the close of the offers made under the takeover bid.

8.11 Voting Rights & Dividend Rights

The Company may remove or change the voting right or the right to receive dividends for any shares in a Non-marketable Parcel. If it has done so and proceeds with the sale of the Non-marketable Parcel, it must send any dividends that have been withheld to the former holder after the sale of the Non-marketable Parcel.

9. TRANSMISSION OF SHARES

9.1 Death of Member

- (a) If a shareholder who does not own shares jointly dies, the Company will recognise only the legal personal representative of the deceased shareholder as being entitled to the deceased shareholder's interest in the shares and any benefits accruing on those shares. The estate of the deceased shareholder is not released from any liability in respect of the shares.
- (b) If the legal personal representative gives the Board the information it reasonably requires to establish the legal personal representative's entitlement to be registered as holder of the shares:
 - (i) the legal personal representative may by giving a written and signed notice to the Company, elect to be registered as the holder of the shares or by giving a completed transfer form to the Company, transfer the shares to another person; and

- (ii) the legal personal representative is entitled, whether or not registered as the holder of the shares, to the same rights as the deceased shareholder.
- (c) On receiving an election under subparagraph 9.1(b)(i), the Company must register the legal personal representative as the holder of the shares.
- (d) If a shareholder who owns shares jointly dies, the Company will recognise only the survivor or survivors as being entitled to the deceased shareholder's interest in the shares and any benefits accruing on those shares. The estate of the deceased shareholder is not released from any liability in respect of the shares.
- (e) Where 2 or more persons are jointly entitled to any share in consequence of the death of the registered holder, they will be deemed to be joint holders of the share for the purpose of this Constitution.

9.2 Bankruptcy of Member

- (a) If a person entitled to shares because of a Transmission Event gives the Board the information it reasonably requires to establish the person's entitlement to be registered as holder of the shares,:
 - (i) the person may by giving a written and signed notice to the Company, elect to be registered as the holder of the shares or by giving a completed transfer form to the Company, transfer the shares to another person; and
 - (ii) that person is entitled, whether or not registered as the holder of the shares, to the same rights as the deceased shareholder.
- (b) On receiving an election under paragraph 9.2(1)(a), the Company must register the person as the holder of the shares.
- (c) This Clause has effect subject to the Bankruptcy Act 1966.

9.3 Mental incapacity

- (a) If a person entitled to shares because of the mental incapacity of a shareholder gives the Board the information it reasonably requires to establish the person's entitlement to be registered as the holder of the shares:
 - (i) the person may by giving a written and signed notice to the Company, elect to be registered as the holder of the shares or by giving a completed transfer form to the Company, transfer the shares to another person; and
 - (ii) that person is entitled, whether or not registered as the holder of the shares, to the same rights as the shareholder.
- (b) On receiving an election under subparagraph 19.3(a)(i), the Company must register the person as the holder of the shares.

10. SHARE INVESTMENT PLAN

- (a) The Board may establish a share investment plan and may amend suspend or terminate a share investment plan.
- (b) Subject to this Constitution and the Listing Rules, the Plan shall be on terms determined by the Board and may provide for any dividend due to members who participate in the plan and any other amount payable to members to be applied in subscribing for or purchasing shares in the Company.

11. GENERAL MEETINGS

11.1 Calling of meetings

- (a) The Board may resolve to convene a general meeting of members at any time.
- (b) The Board may postpone or cancel a general meeting or change its venue, if they consider that it be necessary. The Board must do so by notice to the ASX if the Company is a Listed Company. The Board may only postpone or cancel a meeting that was not called by a Board resolution, with the prior written consent of the person or persons who called or requisitioned the meeting.

11.2 Notice of General Meeting

- (a) A notice of general meeting must be given in accordance with Clause 23.2 and:
 - (i) specify the place, the day and the hour of the meeting;
 - (ii) must state the general nature of the business to be transacted at the meeting;
 - (iii) must state or include any other matters or contents required by the Act; and
 - (iv) if the Company is a Listed Company, must include a proxy form that satisfies the Listing Rules.
- (b) Failure to give proper notice (including a proxy form) to a person does not invalidate any resolution passed or any other thing done at the general meeting if the failure occurred through accident or inadvertent error, unless otherwise required by the Listing Rules of the ASX.
- (c) A person may waive the requirement for notice or any failure to give proper notice.
- (d) A person's attendance at a general meeting waives any objection that person may have to a failure to give notice of the general meeting or to a defective notice, unless the person objects at the commencement of the meeting.

11.3 Admission to General Meetings

- (a) The Chair may refuse admission to any person who is not entitled to attend a general meeting and may take any action he or she considers necessary or desirable for the safety and protection of those attending the meeting.

- (b) The Chair may order the removal of any person (including a member) from a meeting if, in the opinion of the Chair, that person is not entitled to attend the meeting is or may attempt to disrupt or cause a danger at the meeting or to record the meeting by video or audio means the meeting to, or may adjourn the meeting if that person cannot be removed.
- (c) The Board may invite any person to address a general meeting, whether a member or not, and that person may, at the invitation of the Chair, address the meeting.

12. PROCEEDINGS AT GENERAL MEETINGS

12.1 Quorum

- (a) The quorum for a general meeting is 5 members present, unless a higher quorum is determined by the members in general meeting, and the quorum must be present at all times during the meeting.
- (b) in determining whether a quorum is present, each individual attending as a proxy or attorney or representative of a corporation must be counted. However, if a member has appointed more than 1 proxy, attorney or representative, only 1 of them may be counted. If an individual is attending both as a member and as a proxy, attorney or corporate representative, he or she may only be counted once.
- (c) A meeting of the Company's members that does not have a quorum present within 30 minutes after the time for the meeting set out in the notice of meeting, then:
 - (i) if the meeting was called at the request of members, the meeting is dissolved;
 - (ii) otherwise, the meeting must be adjourned to a date, time and place the Board specifies. If the board does not specify 1 or more of those things, the meeting is adjourned to a place, date and time specified by the Board and if it fails to do so, to the same place at the same time one week later.
- (d) If no quorum is present at the resumed meeting within 30 minutes after the time for the meeting, the meeting is dissolved.

12.2 Business

Unless otherwise required by the Act:

- (a) no business may be transacted at a general meeting unless the general nature of the business has been stated in the notice of meeting;
- (b) no person may move any amendment to a proposed resolution or propose any new resolution without the approval of the Chair

12.3 Chair

- (a) If the Directors have elected one of their number as Chair of the Board, he or she must preside as chair at every general meeting. If not, the Directors

present at a meeting of the Company's members may elect an individual present to chair the meeting.

- (b) Where a general meeting is held and:
- (i) a Chair has not been elected as provided by paragraph 12.3(a); or
 - (ii) the Chair is not present within 15 minutes after the time appointed for the holding of the meeting or being present, is unwilling to act;
- the members present must elect a Director or, if no Director is willing to act as Chair, one of their own number to chair of the meeting.
- (c) A Chair may vacate the chair for any item of business in favour of another person nominated by him or her and must resume the chair upon resolution of that item of business.
- (d) Subject to the Act:
- (i) the Chair is responsible for the general conduct of a general meeting and for the procedures to be adopted at the meeting;
 - (ii) in particular, the Chair may make determinations both generally and in relation to a specific issue or person about:
 - (A) time limits within which a person may speak on a motion, resolution or item of business,
 - (B) termination of discussion on a motion, resolution or item of business
 - (C) when a motion or resolution should be put to a vote;
 - (D) the procedures to be adopted for casting and recording votes at the meeting, for both a show of hands and a poll, including scrutineering of voting;
 - (E) any dispute or difficulty as to the number of votes that may be cast by or on behalf of a member; and
 - (iii) a decision by the Chair on such matters is final.

12.4 Directors at General Meetings

A Director is entitled to attend and speak at any general meeting even if he or she is not a member, and at any meeting of the holders of a ⁺class of shares, even if he or she is not a holder of shares of that ⁺class.

12.5 Adjournment, Postponement and Suspension

- (a) The Chair may at any time during the course of a meeting adjourn a meeting or any motion, resolution or item of business being considered or remaining to be considered by the meeting either to a later time at the same meeting or to an adjourned meeting.

- (b) The Chair must adjourn a meeting of the Company's members if the members present with a majority of votes at the meeting agree or direct that the Chair must do so.
- (c) No business may be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- (d) The Chair may postpone a meeting before it has commenced if, at the time and place appointed for the meeting, the Chair considers that there is not enough room for the members present to be safely accommodated or to hear and be heard or a postponement is necessary due to the behaviour of persons present or for any other reason so that the business of the meeting can be carried out properly.
- (e) A postponement may be to a later time on the same day or to another day and may be to a different place. The Chair shall cause details of the postponed time and place to be posted at the initial place of the proposed meeting, for as long as practicable, but failure to do so shall not affect the validity of the postponed meeting.
- (f) The Chair may at any time during the course of a meeting suspend the meeting to allow a poll to be taken or determined, without effecting an adjournment. No business may be transacted and no discussion of business may take place during a suspension, unless allowed by the Chair.
- (g) Where a meeting is postponed or adjourned:
 - (i) notice of the postponed or adjourned meeting must be given to the ASX, but need not be given to any other person, unless the following subparagraph applies;
 - (ii) if a meeting is adjourned for 1 month or more, new notice of the resumed meeting must be given; and
 - (iii) the Board may, by notice to the ASX, postpone, cancel or change the place of the postponed or adjourned meeting.

12.6 Voting

- (a) 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 demanded before a vote is taken or before the voting results on a show of hands are declared or immediately after the declaration of the result of the show of hands.
- (b) A poll may be demanded by:
 - (i) the Chair;
 - (ii) at least 5 members entitled to vote on the resolution; or
 - (iii) members with at least 5% of the votes that may be cast on the resolution on a poll.
- (c) A demand for a poll does not prevent the meeting continuing to deal with any other business except for the matter on which the poll is demanded.

- (d) The percentage of votes that Members have is to be worked out as at midnight before the poll has been demanded.
- (e) Before a vote is taken, the Chair must inform the meeting whether any proxy votes have been received and how the proxy votes are to be cast.
- (f) Unless a poll is demanded, a declaration by the Chair that a resolution has on a show of hands been carried, or carried unanimously or by a particular majority, 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. The number or proportion of the votes recorded in favour of or against the resolution need not be stated by the Chair or recorded in the minutes.
- (g) A poll cannot be demanded on the election of a Chair.
- (h) A poll demanded on the question of an adjournment must be taken immediately.
- (i) A poll demanded on a matter other than the question of an adjournment must be taken when and in the manner the Chair directs.
- (j) The demand for a poll may be withdrawn with the consent of the Chair.

12.7 Chair's Casting Vote

In the case of equality of votes, whether on a show of hands or on a poll, the Chair has a casting vote, in addition to any vote in the capacity as a member.

12.8 Voting Rights

Subject to this Constitution and any rights or restrictions for the time being attached to any shares or ⁺class or ⁺classes of shares, at a general meeting:

- (a) each member entitled to vote may vote in person or by proxy, representative or attorney;
- (b) on a show of hands, every member present who is the holder of an ordinary share and every member present who is the holder of a preference share who has the right to vote, has 1 vote;
- (c) if a person represents more than one member, the person is still only entitled to 1 vote on a show of hands; and
- (d) on a poll, for each share carrying an entitlement to vote held as at the ⁺record date, every member present has 1 vote for each fully paid ordinary share and, subject to paragraph 2.3(d), for each fully paid preference share carrying the right to vote, and a fraction of a vote for each partly paid share. The fraction will be equivalent to the proportion that the amount paid (not credited) on the share bears to the total amount paid and payable (excluding amounts credited) on the share. An amount paid in advance of a call is to be disregarded for this purpose.

12.9 Jointly held shares

If a share is held jointly and more than one member votes in respect of that share, the only vote that may be counted is the vote tendered by the member whose name appears first in the Register of Members, whether that member is represented personally or by proxy, representative or attorney.

12.10 Transmission Beneficiaries

Each Transmission Beneficiary who has satisfied the Board of their entitlement by 5.00 pm at least 2⁺ business days (or any shorter time determined by the Board) prior to the meeting shall be entitled to vote at the meeting. In that case, the vote of the registered holder (in a case other than death) must not be counted.

12.11 Voting Rights Only if Calls Paid

A member is not entitled to vote in respect of shares at a general meeting unless all calls and other sums presently payable by him or her in respect of those shares in the Company have been paid. This paragraph does not prevent a member from voting in relation to a shareholding on which no call is payable.

12.12 Excluded Members

A member is not entitled to vote on a resolution if, under the Act or the Listing Rules, the notice which called the meeting included a voting exclusion statement in relation to that member or otherwise specified that:

- (a) The member must not vote or must abstain from voting on the resolution; or
- (b) A vote on the resolution by the member must be disregarded for any purpose.

If a member present who is excluded under this Clause does tender a vote, it must not be counted.

12.13 Objection to right to vote

- (a) An objection to a right to vote at a meeting or adjourned meeting of members may only be made at the meeting at which the vote is cast and must be determined by the Chair, whose decision is final.
- (b) A vote not disallowed after an objection is valid for all purposes.

12.14 Proxies, Attorneys and Representatives

- (a) A member who is entitled to attend and cast a vote at a general meeting may appoint not more than 2 persons as the member's proxy or attorney or in the case of a corporation, may appoint a representative to attend and vote for the member at the meeting. A proxy, attorney or representative need not be a member of the Company.
- (b) if the Company is a Listed Company, the form of proxy must comply with the Listing Rules and, in all cases, the form of proxy must be in accordance with the Act and the proxy may act in accordance with the form.

12.15 Lodging of Proxy, Power of Attorney or Authority

- (a) An instrument appointing a proxy must not be treated as 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 of attorney certified in accordance with any relevant legislation in Australia or the equivalent provision of another jurisdiction outside Australia (as the case requires), is or are deposited, not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or in the case of a poll, not less than 24 hours before the time appointed for the taking of the poll, at the registered office of the Company or at such other place within the State as is specified for that purpose in the notice convening the meeting. If the jurisdiction is outside Australia, the copy must be certified by a notary public.
- (b) If the appointment of a proxy is received at an electronic address provided by the Company for that purpose and the appointment includes a personal identification code allocated by the Company to the member making the appointment, the proxy shall be taken to be signed or executed by the member.
- (c) The Chair may determine to accept proxies faxed to a fax number specified by the Company for that purpose.

12.16 Validity of Proxy & Attorney Votes

- (a) Unless the Company has received written notice of the matter before the start or resumption of the meeting at which a proxy votes, a vote cast by the proxy will be valid even if, before the proxy votes:
 - (i) the appointing member dies; or
 - (ii) the member is mentally incapacitated; or
 - (iii) the member transfers the shares in respect of which the proxy was given.
- (b) The appointment or a proxy or attorney is not revoked by the appointee attending and taking part in the meeting, but if the appointee votes on a resolution, the proxy or attorney is not entitled to vote on that resolution.

13. APPOINTMENT, REMOVAL AND REMUNERATION OF DIRECTORS

13.1 Number & Election

- (a) The minimum number of Directors (excluding alternate directors) is 3,
- (b) The maximum number of Directors (excluding alternate directors) is to be fixed by the Board but may not be more than 10 unless the Company in general meeting resolves otherwise. The maximum number fixed by the Board must be at least the number holding office at the time of the Board determination.
- (c) The Company must hold an election of directors each year.

13.2 Eligibility for Election as a Director

A person is eligible for election as a director at a general meeting if:

- (a) the person is a Director (other than solely as an alternate director) immediately before that meeting; or
- (b) the person has been nominated by the Board for election at the meeting; or
- (c) up to 35 ⁺business days or, in the case of a meeting that members have requested the Directors to call, 30 ⁺business days, and in all cases, such longer period as may be required by the Listing Rules, the person has:
 - (i) if the person is a member, the person has given to the Company a signed notice of the person's nomination for election as a director and a signed consent to act as a director; or
 - (ii) if the person is not a member, a member has given to the Company a signed notice of the nomination of the person for election as a director, together with a signed consent by the person to act as a director.

13.3 Other Eligibility Criteria to be a Director

A person is:

- (a) not required to hold shares in the Company in order to be a director;
- (b) not eligible to be a director if the person is the Company's auditor or is a partner, employer or employee of the Company's auditor.

13.4 Board may appoint other directors

The Board may appoint any person to be a director either to fill a casual vacancy or as an addition to the Board but so that the total number of Directors does not at any time exceed the number determined in accordance with this Constitution. Clause 13.5 shall apply to any person appointed under this Clause.

13.5 Rotation

- (a) A director must not hold office (without re-election) past the 3rd AGM following his or her appointment or 3 years, whichever is longer.
- (b) However a director appointed to fill a casual vacancy or as an addition to the Board must not hold office (without re-election) past the next AGM of the Company.
- (c) This Clause does not apply to the managing director but if there is more than one managing director, only one is entitled not to be subject to re-election.
- (d) At each AGM, the following shall apply to the Directors remaining after exclusion of the categories in paragraph 13.5(e):
 - (i) if the number of Directors is 5 or less, then 2 of them shall retire;
 - (ii) if the number of Directors is more than 5, then one third of them (to the nearest whole number) must retire;

and in determining who should retire:

- (iii) any Directors who wish to retire must be counted first;

- (iv) then if necessary, the Directors longest in office must counted next;
- (v) then if necessary, as between Directors elected on the same day, they may agree amongst themselves the one to retire and if they cannot agree, those to retire shall be decided by drawing straws.

The determination of the retirees pursuant this Clause must occur on or before the date of the notice calling the AGM.

- (e) The following are to be excluded from the calculation in paragraph 13.5(d):
 - (i) any director appointed and required to retire under Clause 13.4;
 - (ii) the Managing Director (and if there is more than one, then the one nominated under paragraph 15(b));
 - (iii) an alternate director; and
 - (iv) any director who, if he or she were to remain in office until the next AGM, would have been a director for more than 3 years and would not have been re-elected during that period.

13.6 Remuneration — Directors, Officers

- (a) Each Director must be paid the remuneration that the Board determines (which must be determined as a fixed sum) but the total amount paid to all Directors for their services in any financial year must not exceed the aggregate amount fixed by the Company in general meeting.
- (b) The remuneration will be deemed to accrue from day to day.
- (c) The Company may also pay the Directors' travelling and other expenses that they properly incur in attending Board meetings or any meetings of committees of the Board and any general meetings of the Company and otherwise in connection with the Company's business.
- (d) If any Director at the request of the other Directors performs extra services or makes any special exertions in going or residing abroad or otherwise of any of the purposes of the Company, the Board by resolution may remunerate that Director additionally as the Board considers appropriate and that remuneration may be either in addition to or in substitution for his entitlement to the remuneration provided above.
- (e) Directors' remuneration includes salary, bonus, fringe benefits and superannuation contribution provided by the Company (except for any contribution to a superannuation, retirement or pension fund made to ensure that the Company is not liable to pay the superannuation guarantee charge) but excludes any payment made as compensation for loss of office or in connection with retirement from office pursuant to paragraph 13.6(h) or as an insurance premium or indemnity under Clause 22.
- (f) Director's remuneration must not be calculated by way of a commission on or percentage of profits or operating revenue and otherwise must be in accordance with any requirements under the Act and Listing Rules.

- (g) This Clause 13,6 does not apply to any remuneration paid to a Director in a capacity other than director, i.e., paid in a capacity as managing director, executive director, officer or employee of the Company or any related body corporate, and remuneration under this Clause may be paid in addition to that remuneration.
- (h) After a Director has died or ceased to hold office, the Board may determine to pay or provide to him or his legal personal representatives, spouse or dependants a pension or benefit for past services rendered by that Director, in addition to any remuneration paid under the preceding paragraphs of this Clause. The Company may contract with the relevant person to give effect to this pension or benefit. The Company may establish or support one or more superannuation, pension retirement funds to support the provision of these pensions or benefits.
- (i) The Company must ensure that no officer of the Company or of any of its ⁺child entities will be entitled to ⁺termination benefits (or any increase in them) if a change occurs in the shareholding of control of the Company or ⁺child entity.
- (j) Without the approval of the holders of ordinary shares, the Company must ensure that no officer of the Company or of any of its ⁺child entities will be, or may be, entitled to ⁺termination benefits if the value of those benefits and the ⁺termination benefits that are or may become payable to all officers together exceeds 5% of the ⁺equity interests of the entity as set out in the latest ⁺accounts given to the ASX under the Listing Rules. The notice of meeting must include a ⁺voting exclusion statement.

13.7 Vacation of Office

In addition to any circumstances in which the office of a director becomes vacant by virtue of the Act (including by removal pursuant to s.2030), the office of a director becomes vacant if the Director:

- (a) becomes prohibited from being a director by reason of an order made under the Act;
- (b) becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under the law relating to mental health;
- (c) Is absent from Board meetings for more than 4 consecutive months without the approval of the other Directors;
- (d) resigns his office by notice in writing to the Company.

A person who is retiring as a director or who is removed from office at a general meeting, ceases to be a director of the Company at the end of the meeting.

13.8 Office of Profit

Subject to this Constitution, the Act and the Listing Rules, a Director may hold any other office or place of profit (except that of auditor) in the Company in conjunction with his directorship and may be appointed upon conditions as to remuneration, tenure of office and otherwise as Board may agree with the Director.

13.9 Management of the Company's Business

- (a) The business of the Company is to be managed by or under the direction of the Board. The Board may exercise all the powers of the Company except any powers that the Act or this Constitution (if any) requires the Company to exercise in general meeting.
- (b) Without limiting paragraph 13.9(a) and subject to this Constitution:
 - (i) the Board may from time to time at its discretion exercise all the powers of the Company to borrow money for the purposes of the Company;
 - (ii) the Board may secure the payment or repayment of money borrowed in exercise of the powers referred to in subparagraph 13.9(b)(i) or of any debts, liabilities, contracts or obligations undertaken or incurred by the Company or by a third party in such form or manner and upon such terms and conditions in all respects as they think fit including the issue of debentures or debenture stock (terminable or perpetual) or the giving of any bond, mortgage, charge or other security or obligation of the Company charged upon all or any part of the property and assets of the Company (both present and future and whether owned beneficially or not) including its uncalled and/or unpaid capital for the time being or of obligations of the Company;
 - (iii) the Board may cause or permit any of the mortgages, debentures, debenture stock, bonds, charges or other securities or obligations referred to in the immediately preceding paragraph to be redeemed, assigned or transferred;
 - (iv) the Board may for the purposes of securing the payment of any debentures, bonds or other securities or the payment with interest of any borrowed monies or payable under any contract or otherwise take and carry into effect any arrangement which the Board may deem expedient by assigning or conveying any property of the Company (including uncalled capital) to trustees;
 - (v) any debentures, debenture stock, bonds or other security may be issued at a discount, premium or otherwise and with or without the right to the holder thereof to exchange the same in whole or in part at certain or uncertain times or with any special privileges as to redemption, surrender, drawings, allotment of shares, attending and voting at general meetings of the Company, appointment of directors and otherwise and any debenture or debentures may be reissued notwithstanding that it or they may have been paid off or satisfied; and the Board may give and execute, in the name and on behalf of the Company as provided by this Constitution in favour of any Director, or other person, who may incur or be about to incur any personal liability for the benefit of the Company, such mortgages of the Company's property (present and future) as they think fit and with any such powers, covenants and provisions may be agreed upon;

- (vi) if any uncalled capital of the Company is included in or charged by any mortgage or other security, the Board may authorise the person in whose favour the mortgage or other security is executed or any other person in trust for him to make calls on the members in respect of that uncalled capital or to control the making of those calls, with power to control or veto transfers and to sue in the name of the Company or otherwise for the recovery of monies becoming due in respect of all such calls and to give valid receipts for those monies and the power so delegated will subsist during the continuance of the mortgage or security notwithstanding any change of directors and will be assignable if expressed so to be.

13.10 Appointment of Attorney

- (a) The Board may, by power of attorney, appoint any person to be the attorney or attorneys of the Company for the purposes, with powers, authorities and discretions (being powers, authorities and discretions vested in or exercisable by the Board), for the period and subject to terms and conditions determined by the Board, but may not give any person a general power of attorney to act on behalf of the Company.
- (b) Any power of attorney may contain provisions for the protection and convenience of persons dealing with the attorney as the Board determines and may also authorise the attorney to delegate all or any of the powers, authorities and discretions vested in him.

13.11 Cheques & other Negotiable Instruments

Unless otherwise resolved by the Board, any 2 Directors may sign, draw, accept, endorse or otherwise execute a negotiable instrument.

14. PROCEEDINGS OF DIRECTORS

14.1 Meetings

- (a) The Board may meet for the dispatch of business and adjourn and otherwise regulate its meetings as the Directors think fit.
- (b) A Director may at any time and a Secretary must on the written request of a Director call a meeting of the Board. Reasonable notice of a Board meeting must be given individually to each Director.

14.2 Quorum

- (a) Unless the Board determines a greater number, the quorum for a Board meeting is 3 Directors and the quorum must be present at all times during the meeting.
- (b) For the purpose of this Clause, one or more Directors is deemed to be present at a meeting of the Board if in contact with another Director or other Directors by telephone or any other communications equipment providing that all Directors participating are able to hear each other and in that case the Directors so present may vote on any proposed resolution by expressing their vote through the relevant communication method.

14.3 Proceedings if Office Vacant

In the event of a vacancy in the office of a director, the remaining Directors may act but, if the number of remaining Directors is not sufficient to constitute a quorum at a meeting of the Board, they may act only for the purpose of increasing the number of Directors to a number sufficient to constitute a quorum or of convening a meeting of the Company's members.

14.4 Chair

- (a) The Directors may elect one of their number as the Chair of Board meetings and may determine the period for which he or she is to hold office,
- (b) Where a meeting of the Board is held and:
 - (i) a director has not already been elected as Chair; or
 - (ii) the Chair is not present within 30 minutes after the time appointed for the holding of the meeting or is unwilling to act for all or part of the meeting,

the Directors present must elect another one of their number to be Chair of the meeting or the relevant part.

14.5 Decisions

- (a) A resolution of the Board must be passed by a majority of the votes cast by Directors entitled to vote on the resolution and present at the Board meeting.
- (b) In the case of an equality of votes, then subject to paragraph 14.5(c), the Chair will have a casting vote.
- (c) If the quorum for a Board meeting should at any time be 2 Directors and only 2 Directors are present or entitled to vote at the meeting, then if the votes are equal on a particular resolution, the Director chairing the meeting must not exercise a casting vote and the proposed resolution is taken as lost.
- (d) The Directors must comply with s.195 of the Act in relation to a Director who has a material personal interest in a matter that is being considered by the Board.

14.6 Circulating resolutions

- (a) The Board may pass a resolution without a Board meeting being held if all the Directors entitled to vote on the resolution sign a document containing a statement that they are in favour of the resolution set out in the document.
- (b) Separate copies of a document may be used for signing by Directors if the wording of the resolution and statement is identical in each copy.
- (c) The resolution is passed when the last Director signs.

14.7 Committees

- (a) The Board may delegate any of its powers to a committee of Directors.

- (b) A committee of Directors must exercise any delegated powers in accordance with the delegation or other direction of the Board.
- (c) The provisions of this Constitution regarding the proceedings of Directors apply insofar as they can, to the proceedings of a committee of Directors, except to the extent of any contrary instruction in the delegation or as direction of the Board.

14.8 Validity of Acts

Notwithstanding that it is afterwards discovered that there was some defect in the appointment of a person to be a Director or to act as a Director or that a person so appointed was disqualified, all acts done by any meeting of the Board or by a committee of Directors or by any person acting as a Director are as valid as if the person had been duly appointed and was qualified to be a Director.

15. MANAGING DIRECTOR AND EXECUTIVE DIRECTORS

- (a) The directors may appoint 1 or more of themselves to the office of managing director or executive director of the Company for the period, and on the terms (including as to period of appointment and remuneration) as the directors decide, except that a managing director's and executive directors remuneration must not include a commission on or percentage of profits or operating revenue and otherwise must be in accordance with any requirements under this Constitution (particularly paragraphs 13.6(i) and 13.6(j)), the Act and Listing Rules.
- (b) If more than one managing director is appointed, the directors must determine at the time of the appointment of the second, which of the managing directors shall not be subject to re-election under Clausal 3.5. If that person resigns as a director and there is still more than one managing director, the directors must make a further determination under this Clause.
- (c) A person ceases to be managing director or executive director if he or she ceases to be a director.
- (d) The directors may confer on a managing director or executive director any of the powers that the directors can exercise, either exclusively or concurrently with them.
- (e) The directors may, subject to the terms of any agreement entered into in a particular case, revoke or vary:
 - (i) an appointment of a managing director or executive director; or
 - (ii) any of the powers conferred on the managing director or executive director.

16. ALTERNATE DIRECTOR

- (a) A director may, with the approval of a majority of the other directors, appoint a person to be an alternate director in his place, and the appointment may or may not be for a specified period.
- (b) An alternate is not required to have any share qualification.

- (c) A person may act as alternate to more than 1 director. Accordingly:
 - (i) in determining a quorum, an alternate is to be counted as a director for each director represented by the alternate and if the alternate is also a director in his own right, in addition to his own capacity, but one person cannot constitute a quorum for a meeting of directors; and
 - (ii) an alternate is entitled to a separate vote for each director represented by the alternate, and if the alternate is also a director in his own right, then in addition to any vote that he or she may have.
- (d) If the appointing director requests the Company to give the alternate notice of meetings of directors and copies of minutes of meetings, the Company must do so.
- (e) If the appointing director is not present at a meeting, the alternate is entitled to attend and vote in his place.
- (f) In the absence of the appointing director from Australia or in the event that the appointing director is not able to be contacted in person or by telephone, an alternate may exercise any powers that the appointing director may exercise (except to appoint an alternate director) and the exercise of that power by the alternate will be deemed to be the exercise of the power of the appointing director.
- (g) An alternate may be paid remuneration for his services as an alternate director in reduction to the remuneration of the appointing director, as the appointing director determines.
- (h) When acting as a director, an alternate is responsible for his own acts and defaults and is not to be taken to be an agent for the director by whom he or she was appointed.
- (i) Alternates are not to be counted for the purposes of the minimum or maximum number of directors nor in determining the rotation of directors under this Constitution.
- (j) The appointing director may terminate or suspend the alternate's appointment at any time.
- (k) The alternate's appointment automatically terminates if the appointor ceases to be a director.
- (l) An appointment and a termination or suspension under paragraph 16(j) must be in writing. A copy must be given to the Company and is not effective until then.

17. SECRETARY'

- (a) The Board must appoint at least one secretary who ordinarily resides in Australia.
- (b) The Board may appoint additional secretaries.
- (c) A Secretary will hold office on terms and conditions (as to remuneration and otherwise) that the Board determines, and may be removed by the Board.

18. EXECUTION OF DOCUMENTS

18.1 Common Seal

The Board may decide to adopt a common seal. If it does so, the Board must provide for safe custody of the seal

18.2 Executing Documents

Without limiting the ways in which the Board may approve the execution of a document (including a deed), the Company may execute a document as follows:

- (a) If it has a common seal, by affixing the seal to the document with the affixing of the seal being witnessed by:
 - (i) 2 Directors; or
 - (ii) at least one Director plus a Secretary or some other person authorised by the Board to witness the affixing of the seal.
- (b) If it does not have a common seal, by the document being signed by:
 - (i) 2 Directors; or
 - (ii) at least one Director plus a Secretary or some other person authorised by the Board.

18.3 Executing Certificates

The Board may decide either generally or in specific cases that the seal (if there is one) and the signatures of any Director, Secretary or other person may be printed on or affixed to any certificates for securities in the Company by mechanical or other means.

19. INSPECTION OF AND ACCESS TO RECORDS

- (a) Each Director has the right to have access to and to inspect and take copies of any of the Board papers, books and records and other documents of the Company and of any related body corporate of the Company of which he or she is a director.
- (b) The Company may agree with each Director to continue to provide the right of access and inspection referred to in, paragraph 19(a) after the person has ceased to be a Director, with respect to the period when he or she was a Director. This agreement may be made while the person is a Director or after he or she has ceased to be a Director.

20. DIVIDENDS

20.1 Declaration of Dividends

- (a) Subject to the Act and the terms of issue of any shares, the Board may declare dividends (including interim dividends) from time to time if the financial position of the Company is considered by the Board to justify them.

- (b) The Board may rescind a declaration at any time before payment if the Board considers that the financial position of the Company has deteriorated and no longer justifies the payment.
- (c) Payment of a dividend does not require confirmation of a general meeting.
- (d) Interest is not payable on a dividend.

20.2 Payment of Dividends

- (a) If the Company is a Listed Company, then subject to the Listing Rules and the ASTCSR, the Board may:
 - (i) fix a ⁺record date for a dividend, with or without suspending the registration of transfers, and the person registered as a member at the ⁺record date shall be the only person entitled to the dividend on that share. If a ⁺record date is not fixed, the person registered as a member at the date of payment will be the person entitled to the dividend;
 - (ii) direct payment of the dividend wholly or partly by the distribution of specific assets, including paid up shares or other 'securities of the Company, either generally or to specific members; and
 - (iii) direct payment of a dividend to particular members wholly or partly out of any particular fund or reserve or out of profits derived from a particular source.

Where a difficulty arises in regard to a dividend to be paid in accordance with subparagraphs (ii) and (iii), the Board may settle the matter as it considers expedient and fix the value for distribution of the specific assets or any part of those assets and may determine that cash payments will be made to any member on the basis of the value so fixed in order to adjust the rights of all parties and may vest any such specific assets in trustees as the Board considers expedient.

- (b) Subject to the rights of persons (if any) entitled to shares with special rights as to dividends and to Clause 4.7:
 - (i) all dividends must be declared and paid according to the amounts paid or credited as paid on the shares in respect of which the dividend is paid; and
 - (ii) all dividends must be apportioned and paid proportionately to the amounts paid or credited as paid on the shares during any portion or portions of the period in respect of which the dividend is paid but if any share is issued on terms providing that it will rank for dividend as from a particular date, that share ranks for dividend accordingly.
- (c) An amount paid or credited as paid on a share in advance of a call must not be taken for the purposes of this Clause to be paid or credited on the share
- (d) Subject to the ASTCSR, the Company may retain any dividend payable on shares to a Transmission Beneficiary until that person becomes registered as the holder of the shares or transfers them.

20.3 Deduction of unpaid calls

The Board may deduct from any dividend payable to a member all sums of money (if any) presently payable by him to the Company on account of calls or otherwise in relation to shares in the Company.

20.4 Mode of Payment

- (a) Any dividend, interest or other money payable in cash in respect of shares may be paid by cheque sent through the post directed to:
 - (i) 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 holder in writing directs or direct.
- (b) Any one of two or more joint holders may give effectual receipts for any dividends, interest or other money payable in respect of the shares held by them as joint holders.

20.5 Capitalisation of Profits

- (a) Subject to the Listing Rules, any rights or restrictions attached to any shares or ⁺class or ⁺classes of shares and any special resolution, the Board may capitalise any amount:
 - (i) forming part of the Company's undivided profits;
 - (ii) representing profits arising from an ascertained accretion to capital or the revaluation or realisation of any of the Company's assets;
 - (iii) otherwise available for distribution as a dividend.
- (b) If the Board does capitalise profits, it may do any of the following subject to Clause 4.7:
 - (i) pay up any amount unpaid on issued shares;
 - (ii) pay up shares to be issued to members as fully paid shares or other securities, at an issue price to be determined in the resolution; or
 - (iii) partly as mentioned in subparagraph (i) and partly as mentioned in subparagraph (ii).
- (c) The amount capitalised must be applied for the benefit of members in the proportions in which the members would have been entitled to dividends if the amount capitalised had been distributed as a dividend. The members entitled to share in the distribution must accept the application of any amount under paragraph 20.5(b) in full satisfaction of their respective interests in the capitalised amount.
- (d) Clause 20.2 applies, insofar as it may be applicable and with necessary changes, to the capitalisation of any amount under this Clause as if references in Clause 20.2 to a dividend were to capitalisation of an amount and to a

[†]record date were references to the date the Board resolved to capitalise an amount under this Clause.

- (e) The Board must do all things necessary to give effect to the resolution and, in particular, to the extent necessary to adjust the rights of the members among themselves and, to allow for the rights of holders of any options to take up shares in the Company on issue at the time of the resolution referred to in paragraph 20.5(b), may:
 - (i) Issue fractional certificates or make cash payments in case where shares or debentures became issuable in fractions.
 - (ii) authorise any person to make, on behalf of all the members entitled to any further shares upon the capitalisation, an agreement with the Company providing for the issue to them, credited as fully paid up, of any such further shares or for the payment up by the Company on their behalf of the amounts or any part of the amounts remaining unpaid on their existing shares 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 subparagraph is effective and binding on all the members concerned; and
 - (iii) in determining the number of unissued shares that are to be issued, allow in an appropriate manner for the future issue of bonus shares to any option holders who, in accordance with the terms and conditions of their options, will be entitled to an issue of bonus shares consequent upon the Board acting under this Clause 20.5.

20.6 Consequential Powers

The Board may undertake any of the following in carrying out a resolution under Clause 20.2(a) or 20.5:

- (a) fix the value of any specific assets for distribution purposes;
- (b) pay cash or issue shares or other securities to any member where shares or other securities would otherwise be issued in fractions or in order to adjust the rights of members;
- (c) round up or down any number of shares or other securities that would otherwise be issued in fractions;
- (d) enter into an agreement with a nominee for the issue to the nominee of any shares or other securities or the payment to the nominee of cash on behalf of members who would have received a distribution, which agreement will be effective and will bind the members concerned.

21. WINDING UP

- (a) If the Company is wound up and the assets available for distribution among the members are:
 - (i) insufficient to repay the whole of the paid up capital, the assets shall be distributed so that, as nearly as possible, the losses shall be borne by the members in proportion to the capital paid up, or which ought to

have been paid up at the commencement of the winding up, on the shares held by them;

- (ii) more than sufficient to repay the whole of the paid up capital, the excess shall be distributed so that among the members in proportion to the capital paid up, or which ought to have been paid up at the commencement of the winding up, on the shares held by them.
- (b) if the Company is wound up, the liquidator may, with the sanction of a special resolution, divide among the members in kind the whole or any part of the property of the Company and may for that purpose set a value that he or she considers fair upon any property to be divided and may determine how the division is to be carried out as between the members or different classes of members.
- (c) The liquidator may, with the sanction of a special resolution, vest the whole or any part of property of the Company in trustees upon such trusts for the benefit of the members as the liquidator thinks fit, but so that no member is compelled to accept any shares or other securities in respect of which there is any liability.

22. INDEMNITY & INSURANCE

- (a) Subject to the Act and in particular except where indemnity is not allowed under s199A, the Company may indemnify a person who is or has been an Officer or auditor of the Company or of a related body corporate of the Company on a full indemnity basis (whether by agreement or by making a payment and whether directly or through an interposed entity) out of the assets of the Company against any Liability which results directly or indirectly from the person acting in that capacity including:
 - (i) Liability to another person (other than the Company or a related body corporate of the Company) as an Officer or auditor arising otherwise than out of conduct involving lack of good faith or conduct known by the person to be wrongful;
 - (ii) Liability for costs and expenses incurred:
 - (A) in defending any proceedings in relation to the Company or any of its related bodies corporate whether civil or criminal in which judgement is given in the person's favour or in which the person is not found guilty; or
 - (B) in defending or resisting proceedings brought by ASIC or a liquidator for a court order if the grounds for making the order are not found by the court to have been established; or
 - (C) in connection with any application under the Act in which the Court grants relief to the person under the Act.
- (b) The indemnity in paragraph 22(a) is enforceable without the indemnified party having to first incur any expense or make any payment; is a continuing obligation; is enforceable by a person even though he or she may have ceased to be an Officer and applies to Liabilities incurred before and after the adoption of this Constitution.

- (c) Subject to the Act and in particular except where payment of a premium for a contract of insurance is not allowed under s199B, the Company may enter into an insurance contract and may pay a premium for a contract insuring a person who is or has been an Officer or auditor of the Company and its related bodies corporate against Liability including:
- (i) any Liability incurred as an Officer or auditor which does not arise out of conduct involving willful breach of duty in relation to the Company or a contravention of Section 182 or 183 of the Act; and
 - (ii) any Liability for costs and expenses incurred by that person in defending proceedings relating to that person's position with the Company, whether civil or criminal and whatever their outcome.
- (d) The Company may enter into a deed with an Officer or auditor to give effect to the rights conferred by this Clause 22.

23. NOTICES

23.1 Notices to Members

- (a) A notice must be given by the Company in any manner required under the Act and the Listing Rules but otherwise, subject to paragraph 23.1(b), may be given to any member by:
- (i) delivering it to the member personally; or
 - (ii) sending it by prepaid post to the member at the address shown in the Register of Members or at the alternative address (if any) supplied by the member for the giving of notices; or
 - (iii) sending it by electronic means to the designated number or address supplied by the member to the Company for the giving of notices, i.e.,:
 - (A) by fax transmission to the member's designated fax number; or
 - (B) by email to the member's designated email address.
- (b) A notice to an overseas member must be given:
- (i) by airmail; or
 - (ii) international air courier and surface mail in the country of destination; or
 - (iii) by fax; or
 - (iv) by printing it in the country of destination and posting it there on the same day it is posted on Australia.
- (c) Notice to joint members may be given in one of the manners in the preceding clauses to the joint member named first in the Register of Members.
- (d) A notice to a Transmission Beneficiary may be given by the Company by delivering it to the person personally or by sending it to the person by post

addressed by name or by title at the address (if any) supplied for that purpose by the Transmission Beneficiary or, if such address has not been supplied, at the address to which the notice might have been sent if the Transmission Event had not occurred. A notice to a Transmission Beneficiary is sufficiently served on the member in whose name the share is registered.

- (e) Subject to the Act and Clause 23.2, a notice given under paragraphs 23.1(a) to (c) to a member who has suffered a Transmission Event is deemed to be duly given and sufficiently served, whether or not the Company has notice of the Transmission Event and the name and address of the Transmission Beneficiary.

23.2 General Meetings

- (a) Notice of every general meeting must be given in the manner authorised by Clause 23.1 and in accordance with any requirements of the Act and, if the Company is a Listed Company, of the Listing Rules, to:
 - (i) every member;
 - (ii) every Transmission Beneficiary who has satisfied the Board of his or her right to be registered as the holder of, or to transfer, the shares;
 - (iii) the auditor for the time being of the Company; and
 - (iv) any other person to whom it is required to give notice under the Listing Rules.
- (b) While the Company is a Listed Company, it must give 28 days notice of every general meeting pursuant to s.249HA of the Act.
- (c) No other person is entitled to receive notices of general meetings.

23.3 Notices to Directors

A notice may be given by the Company to a Director by:

- (a) delivering it to the Director personally; or
- (b) sending it by prepaid post to the Director at the address shown in the register of officers or at the alternative address (if any) supplied by the Director for the giving of notices; or
- (c) sending it by electronic means to the designated number or address supplied by the Director to the Company for the giving of notices, i.e.,:
 - (i) by fax transmission to the Director's designated fax number; or
 - (ii) by email to the Director's designated email address.

23.4 Time of Service

- (a) Where a notice is sent by post, service of the notice will be deemed to be effected by properly addressing, prepaying and posting a letter containing the notice, and to have been effected, in the case of a notice of a meeting, at 10

am on the day after it is posted and, in any other case,, at the time at which the letter would be delivered in the ordinary course of post.

- (b) A notice of meeting sent by fax is deemed to be given at the time it is sent if the correct fax number appears on a fax transmission report produced by the sender's fax machine and the report shows that the fax was successfully sent.
- (c) A notice of meeting sent by email is deemed to be given at the time when it is sent unless a message indicating a transmission failure has been received by the Company.
- (d) Unless provided to the contrary in the Act or the Listing Rules:
 - (i) where a specific number of days service or a specific period of service is required, the day of service is not to be counted and the number of days or period shall be measured from the day after the day of service;
 - (ii) the requirement for a specific number of days or specific period of notice shall be taken to provide for clear days and the meeting or other event requiring notice must not occur before the day after the end of the specific number of days or period.

23.5 General

- (a) A certificate from a Director or a Secretary that a notice was duly posted in accordance with this Constitution is conclusive evidence of that fact
- (b) A signature on a notice given by the Company may be stamped, printed or affixed by mechanical or other means.

24. GENERAL

24.1 Submission to jurisdiction

Each member submits to the non-exclusive jurisdiction of the Courts having jurisdiction in the State or Territory where the Company is taken to be registered or having jurisdiction over appeals from those Courts.

24.2 Local laws

Any provision of this Constitution, or its application, which is prohibited in any jurisdiction, is ineffective in that jurisdiction only to the extent of that prohibition and the fact that any provision of this Constitution is void, illegal or unenforceable in any jurisdiction, does not make any other provision of this Constitution void, illegal or unenforceable in that jurisdiction or make that provision void, illegal or unenforceable in any other jurisdiction.

25. PARTIAL TAKEOVERS

25.1 Interpretation

For the purposes of this rule:

- (a) Proportional Takeover Bid has the same meaning as given to that term by section 9 of the Corporations Law

- (b) Relevant Day in relation to a Proportional Takeover Bid, means the day that is 14 days before the end of the period during which the offers under the Proportional Takeover Bid remain open.
- (c) a reference to a 'person associated with' another person has the meaning given to that expression by Division 2 of Part 1.2 of the Corporations Law.

25.2 Approval of Partial Takeovers Bids

- (a) Subject to the Listing Rules, where offers have been made under a Proportional Takeover Bid in respect of shares in a class of shares in the Company, the registration of a transfer giving effect to a takeover contract for the bid is prohibited unless and until a resolution (in this rule referred to as an 'Approving Resolution') to approve the Proportional Takeover Bid is passed in accordance with the provisions of this rule.
- (b) A person (other than the bidder or an associate of the bidder) who, as at the end of the day of which the first offer under the Proportional Takeover Bid was made, held shares in that class is entitled to vote on an Approving Resolution and, for the purpose of so voting, is entitled to one vote for each of the shares held in that class.
- (c) An Approving Resolution is to be voted on at a meeting, convened and conducted by the Company, of the persons entitled to vote on the Approving Resolution.
- (d) The provisions of these rules that apply in relation to a general meeting of the Company, with such modifications as the circumstances require, apply in relation to a meeting that is convened to vote on an Approving Resolution as if such a meeting was a general meeting of the Company.
- (e) An Approving Resolution that has been voted on in accordance with this rule, is taken to have been passed if the proportion that the number of votes in favour of the resolution bears to the total number of votes on the resolution is greater than one half, and otherwise is taken to have been rejected.
- (f) Where offers have been made under a Proportional Takeover Bid then the Board must ensure that a resolution to approve the Proportional Takeover Bid is voted on in accordance with this rule before the Relevant Day.
- (g) Where a resolution to approve a Proportional Takeover Bid is voted on, in accordance with this rule, before the Relevant Day, the Company must, on or before the Relevant Day:
 - (i) give to the bidder; and
 - (ii) serve on each notifiable securities exchange in relation to the Company, a notice in writing stating that a resolution to approve the Proportional Takeover Bid has been voted on and whether the resolution has been passed, or has been rejected, as the case requires.
- (h) Where, at the end of the day before the Relevant Day no resolution to approve the Proportional Takeover Bid has been voted on in accordance with this rule,

a resolution to approve the Proportional Takeover Bid is to be, for the purpose of this rule, deemed to have been passed in accordance with this rule.

- (i) Where a resolution under this rule is rejected, then:
 - (i) notwithstanding section 652A of the Law, all offers under the Proportional Takeover Bid that have not, as at the end of the Relevant Day, been accepted, and all offers (in this paragraph referred to as the 'accepted offers') under the Proportional Takeover Bid that have been accepted and from whose acceptance binding contracts have not resulted, at the end of the Relevant Day, are deemed to be withdrawn at the end of the Relevant Day;
 - (ii) the bidder is, forthwith after the end of the Relevant Day, to return to each person who has accepted any of the accepted offers any documents that were sent by the person to the bidder with the acceptance of the offer;
 - (iii) the bidder is entitled to rescind, and is required, forthwith after the end of the Relevant Day, to rescind, each binding contract resulting from the acceptance of an offer made under the Proportional Takeover Bid; and
 - (iv) a person who has accepted an offer made under the Proportional Takeover Bid is entitled to rescind the contract (if any) resulting from that acceptance.
- (j) This rule ceases to have effect on the third anniversary of the later of the date of adoption or last renewal of this rule.