

CORPORATIONS LAW

A Company Limited by Shares

CONSTITUTION

OF

**INVENTIS LIMITED**  
(ACN 084 068 673)

(As amended by a Special Resolution passed at the Annual General Meeting on 26 November 2008)

Deleted: GREGORY INDUSTRIES

Formatted: Font: 11 pt

Formatted: Font: 11 pt

Replaceable Rules Not to Apply

1. The Replaceable Rules referred to in Section 141 of the Corporations Act 2001 shall not apply to this Company.

Deleted: Law

Definitions

2. In this Constitution the following terms shall have the meanings respectively set out after them unless the context or subject matter requires otherwise:

“Act” means the Corporations Act, 2001;

Formatted: Indent: Left: 0.63 cm

“ACH Clearing Rules” means the operating rules of Australian Clearing House Pty Limited (ABN: 48 001 314 503);

Formatted: Indent: Left: 1.27 cm

“ASIC” means the Australian Securities & Investments Commission;

Formatted: Font: Bold

“ASX” means the ASX Limited (ABN: 98 008 624 691);

Formatted: Font: Bold

“ASTC Settlement Rules” means the operating rules of the ASX Settlement and Transfer Corporation Pty Limited (ABN: 49 008 504 532);

Formatted: Font: Not Bold

Formatted: Font: Bold

Deleted: Australian Stock Exchange

Formatted: Font: Bold

“Auditor” means any person appointed to perform the duties of an auditor of the Company;

“Board” means the whole or any number of the Directors for the time being assembled at a meeting of Directors and not being less than a quorum;

“Branch Register” means any register of Members authorised and established outside the State in accordance with this Constitution;

Deleted: .

“Broker” has the meaning given to that term in the ~~SCH Business Rules~~ ACH Clearing Rules / ASTC Settlement Rules;

Formatted: Strikethrough

Deleted: .

“Business Day” has the meaning given to that term in the ~~SCH Business Rules~~ ACH Clearing Rules;

Formatted: Strikethrough

“Capital” means the capital for the time being of the Company;

“Chairman” means Chairman of the Board of Directors;

“**CHES**S” means the Clearing House Electronic Subregister System established and operated by ASX Settlement and Transfer Corporation Pty Limited (ABN 49 008 504 532) for:

Deleted: .

Deleted: ACN

- (a) the clearing and settlement of transactions in CHES
- (b) the transfer of securities; and
- (c) the registration of transfers.

“**CHES**S approved securities” means securities of a company for which CHES approval has been given in accordance with the ~~SCH Business Rules~~ ASTC Settlement Rules;

Deleted: SCH Business Rules

“**CHES**S Holding” has the meaning given to that term in the ~~SCH Business Rules~~ ACH Clearing Rules;

Formatted: Strikethrough

Deleted: .

“**Clause**” means a clause in this Constitution.

“**Company**” means ~~Gregory Industries~~ Inventis Limited (ACN 084 068 673);

Formatted: Strikethrough

“**Constitution**” means this Constitution and such amendments to it as may be in force from time to time;

“**Directors**” means the Directors for the time being of the Company or the Directors assembled as a Board and, unless the context otherwise requires, includes all alternate Directors;

“**Dividend**” includes bonus;

“**Executive Director**” means a Director in full-time employment by the Company and includes the Managing Director;

~~“**Holding Lock**” and “**Holding Adjustment**” have the meanings given to those terms in the SCH Business Rules~~ has the meaning as per Section 2 of the ASTC Settlement Rules;

Formatted: Strikethrough

Deleted: .

Formatted: Strikethrough

“**Home Branch**” means ~~the branch~~ of ASX designated to the Company as such by ASX for administrative purposes;

Deleted: the state subsidiary

“**In writing**” or “**written**” includes printing, facsimile transmission, lithography, photography or other means of representing or reproducing words in a visible form;

“**Law**” means the Corporations Law and includes any amendment or re-enactment of same or any legislation passed in substitution;

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

**“Managing Director”** means any person appointed to perform the duties of managing director of the Company;

**“Meeting”** means a meeting of Members duly called and constituted in accordance with this Constitution and any adjourned holding of such meeting;

**“Member”, “Shareholder” or “Holder”** means any person entered in the Register as a Member for the time being of the Company;

**“Member Present”** means a Member present at any General Meeting of the Company in person or by proxy or attorney, or in the case of a corporation, by a duly appointed representative;

**“Office”** means the registered office for the time being of the Company;

**“Official List”** means the Official List of ASX;

**“Paper-based transfer”** means an instrument of transfer of shares on the Company’s certified subregister, if one exists at any time.

~~**“Proper SCH Transfer”** means a SCH regulated transfer that is effected in accordance with the SCH Business Rules or that is taken by Section 1097D of the Corporations Law to be a proper SCH Transfer;~~

Formatted: Strikethrough

~~**“Record Date”** means Record Date as defined in the Listing Rules;~~

**“Register”** means the register of Members to be kept pursuant to the Law and, where the context requires, shall also include any Branch Register;

**“Resolution”** means a resolution other than a Special Resolution;

**“Restricted Securities”** means securities which are issued by the Company and fall within the definition of “Restricted Securities” under the Listing Rules;

Deleted: means 5.00pm (in case of a proper SCH Transfer, any later time permitted by the SCH Business Rules) on the date the Company specifies for lodging transfers for the purpose of identifying the persons who are entitled to dividends, interest, new Securities, rights to priority of applications for issues of Securities, or any other entitlement

Deleted: .

~~**“SCH Business Rules”** means the business rules of the Securities Clearing House in force from time to time;~~

Formatted: Strikethrough

~~**“SCH Regulated Transfer”** means a transfer of CHES approved securities in accordance with the SCH Business Rules;~~

Formatted: Strikethrough

~~**“Seal”** means the common seal of the Company and includes any official seal of the Company;~~

**“Secretary”** means any person appointed to perform the duties of the secretary of the Company or any person appointed to act temporarily as such;

**“Security” or “Securities”** has the same meaning as in the Corporations Law and includes shares in the Company.

~~**“Securities Clearing House”** and **“SCH”** mean ASX Settlement and Transfer Corporation Pty. Limited (ACN 008 504 532) or such other body as is approved under Section 779B of the Law from time to time;~~

Formatted: Strikethrough

“**Special Resolution**” means a special resolution as defined in Section 9 of the Corporations Act 2001;

Deleted: Law

“**State**” means the State of New South Wales.

Deleted: ;

### **Interpretation**

3. The following rules of interpretation apply unless the context or subject matter requires otherwise:

A reference to control of the voting power in the Company is a reference to control that is direct or indirect, including control that is exercisable as a result of or by means of arrangements or practices, whether or not having legal or equitable force and whether or not based on legal or equitable rights;

A reference to any law or legislation or legislative provision includes any statutory modification, amendment or re-enactment and any subordinate legislation or regulations issued under that legislation or legislative provision from time to time;

A reference to a term in this document that is defined in the Listing Rules includes any subsequent modification, amendment or replacement of that term in the Listing Rules;

Headings are for convenience only and shall not be used in the interpretation of any part of this Constitution.

Words importing persons shall include partnerships, associations, corporations, companies, unincorporated and incorporated, whether by Act of Parliament or otherwise, as well as individuals.

Words importing the singular number shall include the plural number and vice versa.

A gender includes all genders.

Where any word or phrase is given a defined meaning in this Constitution, any other part of speech or other grammatical form in respect of such word or part of speech shall have a corresponding meaning.

Part 1.2A of the Act applies in relation to this Constitution as if it were an instrument made under the Law.

Deleted: Division 10 of

Deleted: Law

Words and expressions defined in the Listing Rules shall have the same meaning where used in this Constitution unless the context or subject matter otherwise requires.

### **Capital and Variation of Rights**

4. Subject to the provisions of this Constitution and the Law and without prejudice to any special rights previously conferred on the holders of any existing shares, the shares in the Company shall be under the control of the Directors who may allot, grant options over or otherwise dispose of the same to such persons on such terms, and conditions and having attached thereto such preferred, deferred or other rights and at such price or prices and at such times as the Directors think fit, provided that:

(a) notwithstanding anything contained in this Constitution, the Directors shall not without prior approval of the Company in General Meeting allot any shares in the Company to any person or Company if such allotment would have the effect of transferring a controlling interest in the Company provided that this prohibition shall not apply in any case either where such allotment is pursuant to an offer of shares to the holder of ordinary shares in the Company as nearly as practicable in proportion to their respective shareholdings or where such person or company is already registered as the holder of a majority of the issued shares in the Company prior to such allotments;

(b) whilst the Company is listed by ASX, a Director or any person who is an associate of such Director within the meaning of Division 2 of Part 1.2 of the Law shall not be entitled to participate directly or indirectly in options to take shares granted by or an issue of shares made by the Company except in accordance with the provisions for the time being of the Listing Rules.

Deleted: ¶

Formatted: Bullets and Numbering

5. Any issue of bonus shares, pro-rata issue of shares made by the Company or re-organisation of Capital undertaken shall be in accordance with the Listing Rules and the appropriate timetable set out in them and, if such involves CHES approved securities, same shall comply with the ~~SCH Business Rules~~ ACH Clearing Rules / ASTC Settlement Rules, whichever is applicable.

Formatted: Strikethrough

Deleted: .

6. (a) The Company may only have 1 class of ordinary shares unless:

- (i) ASX approves of the terms of an additional class; or
- (ii) the additional class is of partly paid shares which, if fully paid, would be in the same class as the ordinary shares.

(b) Unless divided into different classes in accordance with clause 6(a) the Holders of ordinary shares shall have equal rights to voting, dividends and participation in any surplus on a winding up.

(c) The voting rights and the rights to dividends and return of Capital of the Holders of any preference shares issued by the Company shall at all times be in accordance with the requirements of the Listing Rules.

(d) The Company must not remove or change a Holder's rights to vote or receive dividends in respect of their shares except in circumstances permitted by the Listing Rules.

7. If at any time the Capital, with the consent of ASX, is divided into different classes of shares, the rights and privileges attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may, whether or not the Company is being wound up, be varied with the sanction of a Special Resolution passed at a separate meeting of the holders of the shares of that class. The provisions of this Constitution relating to General Meetings shall apply to every such Meeting, except that the necessary quorum shall be Members present holding or representing 3 quarters of the nominal amount of the issued shares of the class and that any Member present holding shares of the class may demand a poll.

8. If a quorum is not present at any such General Meeting or if such resolution is not passed by the necessary majority, all or any of such rights and privileges may be varied with the consent in writing of the holders of at least 3 quarters in nominal value of the issued shares of the class within 2 calendar months from the date of such Meeting.

9. (a) The Company may exercise the power to make payments by way of brokerage or commission conferred by the Law in the manner provided by the ~~Act~~.

Deleted: Law

(b) Payments by way of brokerage or commission may be satisfied by the payment of cash, by the allotment of fully or partly paid shares or partly by the payment of cash and partly by the allotment of fully or partly paid shares.

Deleted: ¶  
¶

(c) Except as required by Law, the Company shall not recognise a person as holding a share on trust. The Company is not bound or compelled in any way to recognise (whether or not it has notice of the interest or rights concerned) any equitable, contingent, future or partial interest in any share or unit of a share (except as otherwise provided by this Constitution or by the Law) or any other right in respect of a share except an absolute right of ownership in the registered holder.

### Restricted Securities

Formatted: Indent: Left: 1.27 cm

10. (a) The Company shall not acknowledge, deal with, accept or register any sale, assignment or transfer of Restricted Securities which is or might be in breach of the Listing Rules or any escrow agreement entered into by the Company under the Listing Rules in relation to the Restricted Securities.

(b) On a winding up of the Company, any shares which are classified as Restricted Securities and which are subject to escrow restrictions at the commencement of the winding up shall rank on a return of capital behind all other shares in the Company.

(c) In the event of a breach of an escrow agreement entered into by the Company under the Listing Rules in relation to any shares which are classified as Restricted Securities, ~~the Member holding those shares shall cease to be entitled to any dividends and to any voting rights in respect of those shares for so long as the breach exists.~~

Deleted: the Member

### Share Registers

11. The Company shall provide and maintain an issuer sponsored subregister for all Securities, in regard to which the following provisions shall apply:

(a) The subregister shall at all times be maintained in accordance with the Listing Rules and, for CHES approved securities, the ~~SCH Business Rules ACH Clearing Rules / ASTC Settlement Rules~~ and the requirements of CHES. The CHES subregister for any shares in the Company shall form part of the Company's principal Register for that class of shares.

Formatted: Strikethrough

(b) In relation to all CHES approved securities, the Company shall at all times comply with the Listing Rules and the ~~SCH Business Rules ACH Clearing~~

Rules / ASTC Settlement Rules in relation to holding statements and transfers of shares.

Deleted: SCH Business Rules

- (c) The Company shall allow Holders of shares on the subregister to maintain more than 1 holding on that subregister and each holding shall be treated as a separate holding for determining benefits and entitlements.
- (d) No CHES Holding shall be held jointly by more than 3 Holders.
- (e) The Company shall not be required to issue any share certificate for issuer sponsored or CHES Holdings.
- (f) The delivery of a holding statement to 1 of several joint Holders shall be sufficient delivery to all such Holders.

12. Only if allowed by the Listing Rules, and so resolved by the Directors, shall the Company maintain a certificated subregister. In such case, the following provisions shall apply:

- (a) The certificates of title to shares shall be executed by the Company in accordance with the provisions of this Constitution.
- (b) Every Member shall be entitled, free of charge, to 1 certificate for the shares registered in his name or, if he so desires, to several certificates in reasonable denominations.
- (c) A member may by notice in writing to the Company waive his entitlement to a certificate.
- (d) Replacement certificates shall be issued only in accordance with the Listing Rules.
- (e) Delivery of a certificate for a share to 1 of several joint Holders shall be sufficient delivery to all such Holders.
- (f) If a Broker cancels a share certificate or transfer in registrable form pursuant to the ~~SCH Business Rules~~ ACH Clearing Rules / ASTC Settlement Rules, the Company shall recognise and accept that cancellation.
- (g) If any shares on the certificated subregister are CHES approved securities, the Company shall ensure that all certificates issued for such shares are uniquely numbered and the certificate numbers printed on such certificates are accurately recorded on the Register.

Deleted: be

Deleted: SCH Business Rules

### Lien

13. The company shall have a first and paramount lien for unpaid calls and instalments and interest thereon and expenses incurred in relation thereto upon the specific shares registered in the name of each Member (whether solely or jointly with others) in respect of which such moneys are due and unpaid and such lien shall extend to all dividends from time to time declared in respect of such shares. Unless otherwise

agreed, the registration of a transfer of shares shall operate as a waiver of the Company's lien, if any, on such shares. If any of the shares over which the Company has a lien comprise a CHESS Holding, the Company may give notice in the prescribed form requesting ~~the relevant authority~~ to apply a Holding Lock to that Holding.

Deleted: SCH

14. Whenever any law for the time being of any country, state or place imposes or purports to impose any immediate or future or possible liability upon the Company to make any payment or empowers any government or taxing authority or government official to require the Company to make any payment in respect of any shares registered in the Register or any Branch Register as held either jointly or solely by any Member or in respect of any dividends or other moneys due or payable or accruing to which may become due or payable to such Member by the company on or in respect of any shares registered pursuant to this Constitution or for or on account or in respect of any Member and whether in consequence of:

- (a) the death of such Member;
- (b) the liability for income tax or other tax by such Member;
- (c) the liability for any estate, probate, succession, death, stamp or other duty by the executor or administrator of such Member or by or out of his estate; or
- (d) any other act ~~or thing~~;

Formatted: Indent: Left: 1.75 cm, Tabs: 1.75 cm, List tab + Not at 2 cm

Formatted: Indent: Left: 1.75 cm, Tabs: 2.75 cm, List tab + Not at 3 cm

Formatted: Indent: Left: 1.75 cm, Tabs: 2.75 cm, List tab + Not at 3 cm

Formatted: Indent: Left: 1.75 cm, Tabs: 2.75 cm, List tab + Not at 3 cm

the Company, in every such case:

Deleted: to

- (i) shall be fully indemnified by such Member or his executor or his or administrator from all liability;
- (ii) shall have a first and paramount lien upon all shares registered in the Register or any Branch Register held either jointly or solely by such Member and upon all dividends and other moneys payable in respect thereof for any liability arising under or in consequence of any such law and for any amount paid in complete or partial satisfaction of such liability and for interest on any amount so paid at the present rate per annum set by the Directors from the day of payment to the date of repayment (the "Period") and may deduct from or set off against any such dividend or other money payable to the Members any moneys paid or payable by the Company together with any interest payable pursuant to this Constitution;
- (iii) may recover as a debt due from such Member, or his executor or administrator whenever constituted, any moneys paid by the Company under or in consequence of any such law, interest thereon at the rate and for the Period aforesaid in excess of any such dividend or other money then due or payable by the company to such Member;
- (iv) (if any such money is paid or payable by the Company under any such law) may refuse to register a transfer of any such shares by any such Member or his executor or administrator until such money with interest is set off or deducted pursuant to this Clause or in case the same exceeds the amount of any such dividend or other money then due or payable by the Company to such Member until such excess is paid to the Company;

(iv) Nothing contained in this Clause shall prejudice or affect the right or remedy which any such law may confer or purport to confer on the Company and as between the Company and every such Member, his executors, administrators and estate wheresoever constituted or situated, any right or remedy which such law shall confer or purport to confer on the Company shall be enforceable by the Company.

15. The Company may sell, in such manner as the Directors think fit, any shares on which the Company has a lien. A share on which the Company has a lien shall not be sold unless a sum payable in respect of which the lien exists is presently payable and the Company has, not less than 14 days before the date of the sale, given to the registered holder for the time being of the share or the person entitled to the share by reason of death or bankruptcy of the registered holder, a notice in writing setting out, and demanding payment of, such part of the amount in respect of which the lien exists as is presently payable.

Deleted: ¶

¶  
¶  
¶  
¶  
¶  
¶

16. For the purpose of giving effect to a sale mentioned in Clause 15, the Directors may authorise a person to transfer the shares sold to the purchaser of the shares. The Company shall register the purchaser as the holder of the shares comprised in any such transfer and he is not bound to see to the application of the purchase money. The title of the purchaser to the shares is not affected by any irregularity in connection with the sale.

17. The proceeds of a sale mentioned in Clause 15, shall be applied by the Company in payment of such part of the amount in respect of which the lien exists as is presently payable, and the residue (if any) shall (subject to any like lien for sums not presently payable that existed upon the shares before the sale) be paid to the person entitled to the shares at the date of sale.

18. Any member whose shares shall have been forfeited shall notwithstanding be liable to pay and shall forthwith pay to the Company all calls, instalments, interest and expenses owing upon or in respect of such shares at the time of the forfeiture together with interest thereon from the time of forfeiture until payment at the rate of interest from time to time determined by the Directors and the Directors may enforce payment of such moneys or any part thereof if they think fit but they shall not be under any obligation to do so.

Deleted: ¶

### **Calls on Shares**

19. The Directors may from time to time make such calls as they think fit upon the Members in respect of all or any moneys unpaid on the shares held by them respectively which is not by the conditions of allotment thereof made payable at fixed times. A call may be made payable by instalments. A call may be revoked or postponed as the Directors may determine. The Directors may at any time extend the date set down for payment of a call. All calls must be made in accordance with the timetable set out in the Listing Rules.

20. A call shall be deemed to have been made at the time when the resolution of the Directors authorising such call was passed.

21. Each Member shall pay the amount of every call so made on him according to the terms of the notice or such call. The non-receipt of a notice of a call by, or the accidental omission to give notice of a call to, any of the Members shall not invalidate the call.
22. If by the terms of issue of any share or otherwise any amount is made payable at any fixed time or by instalments at fixed times, every such amount or instalment shall be payable as if it were a call duly made by the Directors and of which due notice had been given. In case of non-payment, the provisions of this Constitution as to payment of interest and expenses, forfeiture or otherwise, shall apply, as if such amount had become payable by virtue of a call duly made and notified.
23. If any sum called is not paid on or before the date for payment, the person from whom the amount is due shall pay interest on the amount (or on so much as remains unpaid from time to time) at such rate as the Directors may determine, calculated from the day appointed for the payment thereof until the time of actual payment. The Directors may waive such interest in whole or in part.
24. The joint Holders of shares shall be severally as well as jointly liable for the payment of all amounts of instalments and calls in respect of such shares.
25. The Directors may, on the issue of shares, differentiate between the Holders as to the amount of calls to be paid and the times of payment.
26. In the event of non-payment of any call, the Company may proceed to recover the same with interest and expenses (if any) as provided in this Constitution by action, suit or otherwise, without prejudice to the right to forfeit the share of any Member so in arrears and either or both of such rights may be exercised by the Directors in their discretion.
27. At the trial of any action for the recovery of any call or of any interest or expenses upon or in respect of any call, it shall be sufficient to prove that the name of the Member sued is entered in the Register as the Holder or one of the holders of the shares in respect of which such debt accrued, that the resolution making the call is duly recorded in the minute book, that notice of such call was duly given to the Holder of the shares pursuant to this Constitution, or in the case of calls or instalments payable at fixed times, by the terms of issue of any share or otherwise to prove such terms, and that such amount or call has not been paid. It shall not be necessary to prove the appointment of the Directors who made the allotment or call nor the passing of the resolution nor any other matters whatsoever and proof of the matters set out in this clause shall be conclusive evidence of the debt.
28. The Directors may, if they think fit, receive from any Member all or any part of the amount unpaid on a share although no part of that amount has been called up and may pay interest upon the whole or any part of the moneys so paid in advance until the amount becomes payable at such rate as the Member paying such sum and the Directors agree upon. Any amount being paid in advance of calls shall not be included or taken into account in ascertaining the amount of dividend payable upon the shares in respect of which such advance has been made. The Directors may at any time repay the amount so advanced upon giving to such Member 1 month's notice in writing.
29. If at any time the Company undertakes a reorganisation of its Capital, any partly paid shares shall be reorganised in the same proportion as the other classes of shares and

there will be no change to the amount payable and unpaid by the Holder of any partly paid share following such reorganisation.

### Transfer of Shares

30. Subject to this Constitution, there shall be no restriction on the transfer of shares in the Company and the Company shall not interfere with the generation of a ~~transfer under ACH Clearing Rules / ASTC Settlement Rules~~, or refuse to register a paper-based transfer in registrable form, of fully or partly paid shares. No fee shall be charged on a transfer of shares. The transferor shall be deemed to remain the Holder of the shares until the name of the transferee is entered in the appropriate subregister in respect of the shares. The Company shall comply with all timetables required by the Listing Rules ~~and the SCH Business Rules~~ in relation to the dispatch of documentation and other matters in relation to the transfer of shares.

Deleted: ¶

¶

¶

¶

¶

Deleted: proper SCH Transfer

Formatted: Highlight

Formatted: Strikethrough

31. The Company may apply, ~~or ask SCH to apply~~, a Holding Lock to prevent a Share Transfer, or refuse to register a paper-based transfer in any of the following circumstances:

Formatted: Strikethrough

Deleted: a proper SCH

- (a) If the Company has a lien on any of the shares the subject of the transfer;
- (b) The Company is served with a court order restricting the Holder's capacity to transfer the shares;
- (c) Registration may break an Australian law and ASX has agreed to the application of a Holding Lock or the refusal by the Company to register the transfer;
- (d) The transfer does not comply with the terms of an employee incentive scheme; or
- (e) In case of a paper-based transfer, any other circumstances where the Company is required to do so to ensure compliance with the Listing Rules or the Law.

32. All powers of attorney granted by Members for the purpose (inter alia) of transferring shares which may be lodged, produced or exhibited to the Company shall, as between the Company and the grantor of such powers, be deemed to remain in full force and effect and the same may be acted upon until such time as express notice in writing of the revocation of the same or of the death of the grantor has been lodged at the Office.

33. Upon any refusal to register a paper-based transfer or an application of a Holding Lock for an uncertificated holding, the Directors shall give written notice of such refusal or application of a Holding Lock to the lodging party and the reasons for such refusal or application within 5 business days after the date on which the transfer was lodged or the Company asked for the Holding Lock (as the case may be).

34. The Company shall not be bound by or recognise any agreement to transfer or charge any share or any equitable, contingent, future or partial interest in any share or any other rights in respect of any shares, except an absolute right of legal ownership to that share in the person from time to time registered as the Holder of that share.

35. The Company shall ensure that its share registry is open for business every Business Day in the State or Territory in which the registry is from time to time located,

provided arrangements are made for compliance with any obligations the Company may have in this regard under the ~~SCH Business Rules~~ ACH Clearing Rules / ASTC Settlement Rules,

Deleted: SCH Business Rules

36. The Board may specify a time by reference to which the entitlement of persons to vote at any General Meeting of the Company is to be determined.

37. A ~~Share Transfer under CHES~~ is taken to be recorded in the Company's Register and the name of the transferee to be registered as the Holder of the shares comprised in the transfer, at the time when, under the ~~SCH Business Rules~~ ACH Clearing Rules / ASTC Settlement Rules, the ~~proper SCH~~ Transfer takes effect, subject nonetheless to Clause 31.

Deleted: proper SCH Transfer

Formatted: Highlight

Deleted: SCH Business Rules

Formatted: Strikethrough

38. Where paper-based transfers of shares are permitted by the Listing Rules and the Company operates a certificated subregister:

- (a) the transfer shall be executed by or on behalf of both the transferor and the transferee or, where permitted by the provisions of the Law, by the transferor only;
- (b) the transfer must be sent to or left at the Office or the office of the Company's share registry;
- (c) the transfer must be accompanied by the most recent certificate for the shares dealt with in the transfer, unless the Directors waive production of the certificate on receiving satisfactory evidence of its loss or destruction;
- (d) subject to the Listing Rules, the directors may require other evidence of the transferor's right to transfer the shares; and
- (e) all transfers which are registered shall be retained by the Company, but any instrument of transfer which the Directors made decline to register, except on the grounds of fraud, shall be returned to the party presenting it upon demand being made for it in writing.

### Small Holdings

39. (a) No Holder shall initiate a transfer of shares in the Company if, by giving effect to that transfer, a new CHES, issuer sponsored or certificated holding of less than a marketable parcel will be established
- (b) The Company may sell the shares of a Member who has less than a marketable parcel, but only on the following basis:
- (i) The Company may do so only once in any 12 month period and must notify the Member in writing of its intentions so to do.
  - (ii) The Member must be given at least 6 weeks from the date the notice is sent in which to advise the Company that the Member wishes to retain the holding.

- (iii) If the Member advises the Company that he wishes to retain the holding, the Company will not sell it.
- (iv) The Company's power to sell shall lapse following the announcement of any takeover, but the procedure may be recommenced after the close of offers made under such takeover.
- (v) At the option of the Company, the Company of the Purchaser must pay the costs of sale of the holding.
- (vi) The proceeds of the sale will not be sent to the Member until the Company has received any certificate relating to the shares or the Company is satisfied that the certificate has been lost or destroyed.
- (vii) If any of the shares comprise a CHES Holding, the Company shall comply with the ~~SCH Business Rules~~ ACH Clearing Rules / ASTC Settlement Rules in relation to divestment of the shares.

Deleted: SCH Business Rules

### Takeover Approval Provisions

40. (a) In this Clause-

"offer period" has the meaning given to that expression in Section 624 of the Law;

Deleted: 603

"relevant day" in relation to a takeover scheme, means the day that is the fourteenth day before the last day of the offer period;

~~"proportional takeover scheme" has the meaning given to that expression in Section 603 of the Law~~ "proportional takeover approval provisions" means provisions as referred to in Section 648(D)(1) of the Law;

Formatted: Strikethrough

a reference to "a person associate with" another person has the meaning given to the expression "associate reference" in Sections 10, 11, 12 and 15 of the Law.

- (b) Subject to the ~~SCH Business Rules~~ ACH Clearing Rules / ASTC Settlement Rules and the Listing Rules where offers have been made under a proportional takeover scheme in respect of shares or a class of shares in the Company:

Deleted: SCH Business Rules

- (i) the registration of a transfer giving effect to a contract resulting from the acceptance of an offer made under the takeover scheme is prohibited unless and until a resolution (in this sub-clause referred to as an "approving resolution") to approve the takeover scheme is passed in accordance with the provisions of this Constitution;
- (ii) a person (other than the offeror or a person associated with the offeror) who, as at the end of the day on which the first offer under the takeover scheme was made, held shares included in that class is entitled to vote on an approving resolution and, for the purpose of so voting, is entitled to 1 vote for each of the last mentioned shares;

- (iii) the offeror or a person associated with the offerer is not entitled to vote on an approving resolution;
  - (iv) an approving resolution that has been voted on shall be 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 shall be taken to have been rejected.
- (c) The provisions of this Constitution that apply in relation to a General Meeting of the Company shall, with such modifications as the circumstances require, apply in relation to a meeting that is convened under this clause 40 and shall so apply as if the last mentioned meeting was a General Meeting of the Company.
- (d) Where takeover offers have been made under a proportional takeover scheme then the Directors of the Company shall ensure that a resolution to approve the takeover scheme is voted on in accordance with this clause 40 before the relevant day in relation to the takeover scheme.
- (e) Where as at the end of the day before the relevant day in relation to a proportional takeover scheme no resolution to approve the takeover scheme has been voted on in accordance with this clause 40, a resolution to approve the takeover scheme shall for the purposes of this clause be deemed to have been passed in accordance with this clause.
- (f) This clause shall cease to have effect at the end of 3 years from the date of its adoption.

#### **Transmission of Shares**

Deleted: ¶  
¶

41. In the case of the death of a Member, the survivor or survivors, where the deceased was a joint holder, and the legal personal representative of the deceased where he was a sole holder, shall upon producing satisfactory proof of death shall be the only person recognised by the Company as having any title to his interest in the share but nothing herein contained shall release the estate of a deceased joint holder from any liability in respect of any share which has been jointly held by him with any other person.
42. Any person becoming entitled to a share in consequence of the death or bankruptcy of a Member or to a share of a Member of unsound mind may, upon such information being produced as is properly required by the Directors and subject as provided in this Constitution, elect either to be registered himself as the holder of the share or to have some person nominated by him registered as the transferee of such share.
43. If the person so becoming entitled elects to be registered himself, he shall deliver or send to the Company a notice in writing signed by him stating that he so elects. If he elects to have another person registered he shall sign such documentation as may be required to effect a transfer to that person. All the provisions of this Constitution relating to the right to transfer and the registration of transfer of shares shall apply to any such notice or transfer as if the death or bankruptcy of the member had not occurred and the notice or transfer were a transfer executed by that Member.

44. A person entitled to be registered as a Member in respect of a share by transmission shall upon the production of such evidence as may from time to time be properly required by the Directors in that regard, be entitled to the same dividends and other advantages and to the same rights (whether in relation to meetings or to voting, or otherwise), as the holder would have been. Where 2 or more persons are jointly entitled to any share in consequence of the death of the holder, they shall, for the purposes of this Constitution, be joint holders of the share.
45. The Directors shall have the same right to refuse to register a person entitled by transmission to any shares or his nominee as if he were a transferee named in an ordinary request for transfer of, or an instrument of transfer of, shares.

### Forfeiture and Surrender of Shares

46. If any Member fails to pay the whole or any part of any call or instalment on or before the day appointed for payment, the Directors may at any time thereafter, while the same remains unpaid, serve a notice on him requiring him to pay the call or instalment together with any interest that may have accrued thereon and interest up to the date of payment and any expenses that may have incurred by the Company by reason of such non-payment. If the shares are a CHES holding, the notice must be a Notice of Divestment in accordance with the ~~SCH Business Rules ACH Clearing Rules / ASTC Settlement Rules~~.
47. The notice shall name a further day (no earlier than the 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, the place where payment is to be made and shall state that in the event of non-payment on or before the day and at the place appointed the shares in respect of which such payment is due will be liable to be forfeited.
48. If the requirements of any such notice are not complied with, any share in respect of which such notice has been given at any time thereafter, before payment required by the notice has been made, may be forfeited by the Directors. Such forfeiture shall include all dividends declared in respect of the forfeited shares and not actually paid before the forfeiture but this right to forfeit the shares shall not affect the right of the Company to sue for any allotment moneys, calls, instalments, interest and expenses due in respect of such shares.
49. The Directors may, at any time before the forfeited shares have been sold or otherwise disposed of, annul the forfeiture upon such conditions as they think fit.
50. Every share which shall be forfeited may be sold or otherwise disposed of upon such terms and in such manner as the Directors think fit, but the shares can only be cancelled if the requirements of the Listing Rules are met. A statement in writing by a Director or the Secretary of the Company that a share in the Company has been duly forfeited on a date stated therein shall be conclusive evidence of the facts therein stated as against all person claiming to be entitled to the share.

Deleted: SCH Business Rules

51. In the event that any of the shares to be forfeited are a CHES Holding, the shares cannot be forfeited until the ~~SCH Business Rules~~ ACH Clearing Rules / ASTC Settlement Rules are complied with and a Holding Adjustment has been initiated to move the shares to an issuer sponsored or certified holding.
52. A person whose shares have been forfeited ceases to be a Member in respect of the forfeited shares but shall be liable to pay and shall forthwith pay to the Company all money payable by him in respect of such shares at the time of forfeiture, together with interest thereon from the time of forfeiture until payment, at such rate as the Directors may determine and the Company may enforce the payment of such money as it shall think fit, but may not release or waive such liability unless the requirements of the Listing Rules are met.
53. The Company may receive the consideration, if any, given for a forfeited share on any sale or disposition thereof and may appoint some person to execute a request for transfer of, or an instrument of transfer of, the share in favour of the person to whom the share is sold or disposed of and he shall thereupon be registered as the holder of the share and shall not be bound to see to the application of the purchase money (if any) nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale or disposal of the share.
54. The Directors may accept the surrender of any paid up share by way of compromise of any question as to the holder being properly registered in respect thereof or in satisfaction of any payment due to the Company. Any share so surrendered may be disposed of in the same manner as a forfeited share.
55. The provisions of this Constitution as to forfeiture shall apply in the case of non-payment of any amount which by the terms of issue of a share becomes payable at a fixed time as if the same had been payable by virtue of a call duly made and notified.

Deleted: SCH Business Rules

### **General Meetings**

56. The Directors may whenever they think fit convene a General meeting, provided that a General Meeting, to be called the Annual General Meeting, must be held at least once every calendar year.
57. Except as provided in Sections 249D and 249F of the Law, no Member or Members shall be entitled to convene a General Meeting.
58. A notice of a General Meeting shall:
- (a) specify the place, the day and the time of the Meeting and, if the Meeting is to be held in 2 or more places, the technology which will be used to facilitate this;
  - (b) state the general nature of the business to be transacted at the meeting;
  - (c) if a Special Resolution is to be proposed at the Meeting, set out the intention to propose the Special Resolution and state the resolution;
  - (d) include a proxy form in accordance with Clauses 84 and 85, and if a Member is entitled to appoint a proxy, include a statement setting out the following information:

- (i) that the Member is entitled to appoint a proxy;
  - (ii) whether or not the proxy needs to be a Member of the Company;
  - (iii) that a member who is entitled to cast 2 or more votes, may appoint 2 proxies and may specify the proportion or number of votes each proxy is appointed to exercise.
59. The accidental omission to give notice of any General Meeting to or the non-receipt of any such notice by any of the Members or the Auditors or the Directors or the ASX or the accidental omission to advertise (if necessary) such Meeting shall not invalidate the proceedings at or any resolution passed at any such Meeting.
60. The Directors shall have power to postpone the holding of any General Meeting provided that the postponed Meeting shall be held within 21 days of the date for which it was originally called. Whenever any meeting is postponed for 10 days or more, then no less than 2 days' notice shall be sent to the Members of every such postponed Meeting as in the case of the original Meeting, but it shall not be necessary to specify in such notice the nature of the business to be transacted at such postponed Meeting.
61. If a Director is to be elected at a General Meeting of Members, the ASX must be advised of the date of the Meeting at least 5 business days prior to the closing date for the receipt of nominations.
62. The ASX must be advised of the outcome of each resolution to be put to a General Meeting of Members immediately following the conclusion of the Meeting. In the case where the Meeting is adjourned, the ASX must be advised of the adjournment and the outcome of each resolution which was dealt with before the adjournment.
63. A copy of any prepared announcement (including any prepared address by the Chairman) must be delivered to the ASX no later than the start of the Meeting.

### **Proceedings at General Meeting**

64. No business shall be transacted at any General Meeting unless a quorum of Members is present at the time when the Meeting proceeds to business. Save as provided in Clause 65, 3 Members present and holding at least one-tenth of the issued Capital for the time being shall be a quorum.
65. If within fifteen minutes after the time appointed for the holding of a meeting a quorum is not present, the meeting, if convened upon the requisition of Members or for the purpose of winding up the Company voluntarily, shall be dissolved, but in any other case it shall stand adjourned to the first day thereafter (not being a public holiday, a Saturday or a Sunday) at the same time and place or to such other day time and place as the Directors may be notice to the shareholders appoint. If at such adjourned meeting a quorum is not present the Members present (being not less than 2) shall be a quorum.

66. The Business of an Annual General Meeting shall be to receive and consider the profit and loss account, the balance sheet, the reports of the Directors and of the Auditors and the Directors' declaration required by the Law to be attached to the accounts of the Company, to elect Directors and to transact any other business which under this Constitution ought to be transacted at an Annual General Meeting. All business transacted at a General Meeting shall be deemed special.
67. No Member shall as regards any special business be at liberty to move at any Meeting any resolution not previously approved by the Directors unless he has given no less than 14 days previous notice in writing of his intention to move such resolution at such meeting by leaving such notice and a signed copy of the resolution at the Office, whereupon the Secretary shall forthwith notify that Member if the notice convening the Meeting has then been dispatched, and if it has not notice thereof shall be included with the notice convening the Meeting.
68. The Chairman, or in his absence the deputy chairman (if any), shall be entitled to take the chair at every General Meeting. If there be no Chairman or deputy chairman, or if at any meeting he shall not be present within 15 minutes after the time appointed for holding such Meeting, or is unwilling to act, the Directors present may choose one of their number as a chairman and in default of their doing so the Members present shall choose one of the Directors to be chairman and, if no Director present is willing to take the chair, shall choose one of their number to be chairman.
69. The chairman of a Meeting at which the requisite quorum is present may with the consent of the Meeting adjourn the same from time to time and from place to place as the Meeting shall determine, but no business shall be transacted at any adjourned Meeting other than the business left unfinished at the Meeting from which the adjournment took place.

Formatted: Indent: Left: 0 cm, Hanging: 1.5 cm, Tabs: 1.5 cm, List tab + Not at 4.44 cm

### Voting at General Meetings

70. Subject to any rights or restrictions for the time being attached at any class of shares, votes may be given either personally or by proxy or by attorney under power, or in the case of a corporation, by its duly authorised representative. No person shall be entitled to vote unless he is a Member and present in person or by proxy or attorney or is the representative of a corporation which is a Member and is duly authorised in accordance with the Law. **The directors may determine that at any general meeting or class meeting, a member who is entitled to attend that meeting is entitled to a direct vote. A 'direct vote' included a vote delivered to the company by post, fax or other electronic means approved by the directors. The directors may specify the form, method and timing of giving a direct vote at a meeting in order for the vote to be valid.**
71. Subject to the rights or restrictions attached to any class of shares, on a show of hands every Member present shall have 1 vote. On a poll, every Member present (including the Holders of preference shares, if they have a right to vote) shall have 1 vote for each share held by him in the Company provided that in respect of partly paid shares issued other than on a pro-rata basis to Members, the voting rights of a Member shall be pro-rata to the proportion of the total issue price paid up on such shares.

72. Every question submitted to a General Meeting shall be decided by a show of hands unless a poll (before or on the declaration of the result of the show of hands) is demanded by:-
- (a) the Chairman;
  - (b) at least 5 Members present having the right to vote at the Meeting;
  - (c) any Member or Members present representing not less than 10% of the total voting rights of all the Members having the right to vote at the Meeting; or
  - (d) A Member or Members present holding shares in the Company conferring a right to vote at the Meeting being shares comprising at least 5% of the issued Capital.
73. A Member is not entitled to vote at a General Meeting unless all calls and other sums presently payable by him in respect of his shares have been paid.
74. At any General Meeting (unless a poll is demanded as aforesaid) a declaration by the chairman that a resolution has been carried or carried by a particular majority or lost or not carried by a particular majority and an entry in the book of the minutes of proceedings of the Company signed by the chairman of that or the next succeeding Meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.
75. If a poll is demanded, it shall be taken in such a manner and either by ballot or otherwise and at such time not exceeding 14 days from the Meeting and at such place as the chairman of the Meeting directs and either at once or after an interval or adjournment or otherwise and the result of the poll shall be deemed a resolution of the Meeting at which the poll was demanded. No poll shall be demanded on the election of a chairman of the Meeting and a poll demanded on any question of adjournment shall be taken at the Meeting and without an adjournment. The demand for a poll shall not prevent the continuance of a Meeting for the transaction of any business other than the question on which a poll has been demanded. The demand for a poll may be withdrawn.
76. In the case of an equality of votes, the chairman of the Meeting shall on a show of hands and on a poll have a casting vote in addition to his deliberative vote (if any).
77. In the case of joint Holders, any one may vote but the vote of the person first named in the Register who tenders a vote whether in person or by proxy shall be accepted to the exclusion of the votes of the other joint holders. Several executors or administrators of a deceased Member shall for the purposes of this Clause be joint holders.
78. Any person entitled under Clause 41 to a transfer of any shares may vote at any meeting in the same manner as if he were the holder of such shares, provided that, at least 24 hours before the time of holding the Meeting or adjourned Meeting (as the case may be) at which he proposes to vote, he shall satisfy the Directors of his right to a transfer such shares unless the Directors shall have previously admitted his right to vote at such Meeting in respect thereof.
79. No objection shall be made to the validity of any vote except at a Meeting or adjourned meeting or poll at which such vote is tendered and every vote not

disallowed at any such Meeting or poll shall be valid for all purposes. In recording votes, the latest list of shareholders in the Office or any Branch Register shall be adopted and acted on as the voting roll in respect of shares on such Register.

80. The chairman of any meeting shall be sole judge of the validity of every vote tendered at the Meeting and his determination shall be final and conclusive.
81. An instrument appointing a proxy (and the power of attorney if any under which it is signed) shall be deposited at the Office not less than 48 hours before the time for the holding of the Meeting or adjourned Meeting as the case may be at which the person named in such instrument proposes to vote.
82. An instrument appointing a proxy shall be treated as valid, providing the instrument, and the power of attorney or other authority (if any) under which the instrument is signed or a notarially certified copy of that power of attorney, is or are received at the Office of the Company, either by mail or by facsimile, or at such place, facsimile number or electronic address specified in the notice of Meeting, 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. An instrument appointing a proxy which is sent to a facsimile number or electronic address is not valid unless the transmission has been verified in the manner specified in the notice of Meeting.
83. A proxy may only be for a single Meeting and each proxy shall specify the day upon which the Meeting at which it is intended to be used is to be held and shall be available only at the Meeting so specified and any postponement or adjournment of that meeting. Any proxy may be revoked at any time by notice in writing to the Company.
84. All proxy forms included with notices calling any Meeting must provide for a Member to vote for or against each Resolution and for the Members to appoint proxies of their choice, but in default of them choosing, or if the person nominated fails to attend, the proxy form may make provision for the chairman of the Meeting to act as proxy in such cases.
85. In all other respects, but subject nonetheless to the Listing Rules, every instrument of proxy shall be in the form determined from time to time by the Directors.
86. A vote given or act done in accordance with the terms of an instrument of proxy or power of attorney shall be valid notwithstanding the previous death of the principal or revocation of the proxy or power of attorney or transfer of the share in respect of which the vote is given or act done provided that no duly authenticated intimation in writing of the death, revocation or transfer shall have been received at the Office before the vote is given or act done.

#### **Appointment and Removal of Directors**

87. The number of Directors shall not be less than 3 nor, until otherwise determined by a General Meeting, more than 10.
88. The shareholding qualification for Directors may be fixed by the Company in General Meeting and unless and until so fixed shall be nil shares.

89. The Directors may at any time and from time to time appoint any other qualified person as a Director either to fill a casual vacancy or as an additional Director.
90. Any Directors appointed under Clause 89 shall hold office only until the next following Annual General Meeting of the Company and shall then be eligible for re-election but shall not be taken into account in determining the number of Directors who are to retire by rotation at such Meeting.
91. The continuing Directors may act notwithstanding any vacancy in their body but if the number falls below the minimum fixed in accordance with Clause 87, the Directors may act only for the purpose of increasing the number of Directors to the minimum or of summoning a General Meeting or in emergencies, but for no other purpose.
92. At every Annual General Meeting one-third of the Directors (except a Managing Director), or if their number is not a whole multiple of three, then the number nearest to but not exceeding one-third, shall retire from office, provided that no Director (except a Managing Director) shall retain office for more than three years without submitting himself for re-election, even though such submission results in more than one-third retiring from office.
93. In every year the Directors to retire shall be the one-third or other nearest number who have been longest in office since their last election. As between 2 or more who have been in office an equal length of time, the Director to retire shall in default of agreement between them shall be determined by lot. A retiring Director shall be eligible for re-election.
94. Unless the Directors decide to reduce the number of Directors in office, the Company, at any Annual General Meeting at which any Director retires, may fill the vacated office by re-electing the same Director or electing some other qualified person.
95. If at any such Annual General Meeting the vacated office is not filled, the retiring Director shall, if willing and not disqualified, be deemed to have been re-elected unless the Directors decide to reduce the number of Directors in office or a resolution for the re-election of that Director is put and lost.
96. The Company may by ordinary resolution in General Meeting appoint any person to be a Director or remove any Director from office and confirm appointments of Directors.
97. No person except a Director retiring by rotation, a Director appointed by virtue of Clause 89 or a person recommended by the Directors for election shall be eligible for election to the office of Director at any General Meeting unless he or some Member intending to propose him has at least 15 business days before the meeting left at the Office a notice in writing duly signed by the nominee giving his consent to nomination and signifying his candidature for the office and the intention of such Member to propose him. Notice of each and every such candidature shall, at least 10 days prior to the Meeting at which an election is to take place, be forwarded to all Members.
98. Any Director may retire from office upon giving notice in writing to the Company of his intention to do so and such resignation shall take effect upon the expiration of the notice or its earlier acceptance.

Deleted: ¶

¶  
¶  
¶

99. Subject to the provisions of the Law, the Company may by Resolution passed at any General Meeting remove any Director before the expiration of his period of office and appoint another person in his stead. The person so appointed shall hold office during such time only as the Director in whose place he is appointed would have held office.
100. In addition to the circumstances in which the office of Directors becomes vacant by virtue of the Law, the office of Director shall be vacated if a Director:
- (a) becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under any law relating to mental health;
  - (b) is removed by a resolution pursuant to Clause 99;
  - (c) absents himself from meetings of Directors for a continuous period of 6 months without special leave of absence from the Directors and the Directors declare his seat to be vacant;
  - (d) fails to pay any call due on any shares held by him for the space of 1 month or such further time as the Directors shall allow after the time when the call shall have been made; or
  - (e) being an Executive Director, ceases to be employed full-time by the Company or any subsidiary or related corporation.

#### **Alternate Directors**

101. Each Director shall have power from time to time to nominate any person approved for that purpose by a majority of his co-Directors to act as an alternate Director in his place. Any such person while he holds office shall for all purposes be a Director of the Company and shall have the same rights and powers and be subject in all respects to the same terms and conditions, except remuneration and share qualification, as exist with reference to other Directors, except that he shall not be taken into account in determining the number of Directors.
102. A Director may at any time revoke or suspend the appointment of an alternate Director appointed by him. The Directors may at any time suspend or remove an alternate Director by resolution after giving the appointer reasonable notice of their intention to do so.
103. Every appointment, suspensions or removal under Clauses 101 or 102 shall be effected by notice in writing signed by the Director making the same.
104. The appointment of an alternate Director shall automatically cease on the occurrence of any of the following events:
- (a) if, by notice in writing, left at the Office, the Director by whom he was appointed revokes that appointment;
  - (b) on the happening of any event which, if he were a Director, would cause him to vacate the office of Director; or

- (c) if by writing under his hand, left at the Office, he shall resign such appointment;  
or
- (d) the Director by whom he was appointed ceases to be a Director.

105. A Director or any person may act as alternate Director to represent more than one Director.

### **Managing Director**

106. The Directors may from time to time appoint one or more of their body to be Managing Director or Managing Directors of the Company and define, limit and restrict his or their powers and fix his or their remuneration and duties and may from time to time (subject to the provisions of any contract between him or them and the Company) remove him or them from office and appoint another or others in his or their place or places.

107. A Managing Director shall not, while he continues to hold that office, be subject to retirement by rotation and he shall not be taken into account in determining the rotation by retirement of Directors but he shall, subject to the provisions of any contract between him and the Company and to his Constitution, be subject to the same provisions as to resignation, disqualification and removal as the other Directors and, if he ceases to hold the office of Director from any cause, he shall immediately cease to be a Managing Director.

108. In the event of the Managing Director becoming at any time in any way incapable of acting as such, the Directors may appoint any other Director to act temporarily as Managing Director.

109. Subject to the provision of any contract between the Company and a Managing Director, the remuneration of a Managing Director shall be fixed from time to time by the Directors and may be by way of fixed salary or participation in profits of the Company or of any other company in which the Company is interested or by any or all of those modes but shall not be by way of commission on or percentage of turnover of the Company and, unless otherwise determined by the Company in General Meeting, may be in addition to any remuneration which he may receive as a Director of the Company.

### **Remuneration of Directors**

110. The Directors shall be paid out of the funds of the Company as remuneration for their ordinary services as Directors such sum as may from time to time be determined by the Company in General Meeting. Such remuneration shall be by a fixed sum and shall not be by way of a commission on or percentage of the turnover of the Company or (except in the case of a Managing Director or other executive Director) its profits. The Sum so fixed shall be divided amongst the Directors in such proportion and manner as they shall from time to time agree, or in default of agreement, equally.

111. The Directors shall also be entitled to be paid their travelling and other expenses incurred in connection with their attendance at Board meeting and otherwise in the execution of their duties as Directors
112. Any Director, who, being willing, is called upon to perform extra services or to make any special exertions or to undertake any executive or other work for the Company beyond his ordinary duties, or to go reside abroad or otherwise for any of the purposes of the Company, shall be remunerated either by a fixed sum or salary as may be determined by the Directors and such remuneration may be either in addition to or in substitution for his share in the remuneration above provided.
113. In the event of a proposal to increase the remuneration of the Directors for their ordinary services, the notice calling the General Meeting at which such increase is to be proposed shall state the amount of the proposed increase and the maximum sum that may be paid.
114. The remuneration of each Director for his ordinary services shall accrue from day to day and shall be apportioned accordingly. A resolution of Directors cancelling, suspending, reducing or postponing payment of such remuneration, or any part thereof, shall bind all the Directors for the time being.
115. (a) Upon a Director ceasing, or at any time after his ceasing whether by retirement or otherwise, to hold that office, the Directors may pay to the former Director, or in the case of his death to his legal personal representative, or to his dependants or any of them, a lump sum payment in respect of past services of such Director of an amount not exceeding the amount permitted by the Law or the Listing Rules. The Company may contract with any Director other than an executive Director to secure payment of any such sum to him, to his legal personal representative or to his dependants or any of them.  
  
(b) A determination made by the Directors in good faith that a person is or was at the time of the death of such Director a dependant of such Director shall be conclusive for all purposes of paragraph (a) of this clause.

### **Proceedings of Directors**

116. The Directors may meet together for the dispatch of business and adjourn and otherwise regulate their meetings as they see fit.
117. A quorum of Directors shall be 2.
118. A Director may at any time, and the Secretary upon the request of a Director shall, convene a meeting of the Directors.
119. Notice of every Directors' meeting shall be given to each Director and alternate Director;
120. (a) For the purpose of this Constitution, the contemporaneous linking together by instantaneous communication devices of a number of consenting Directors being no less than the quorum, whether or not any one or more of the Directors is out

of Australia, shall be deemed to constitute a meeting of the Directors and all the provisions of this Constitution as to meetings of the Directors shall apply to such meeting held by instantaneous communication devices so long as the following conditions are met:

- (i) all the Directors for the time being entitled to receive notice of the meeting of Directors (including any alternate Director) shall be entitled to notice of a meeting by instantaneous communication device and to be linked by instantaneous communication device for the purposes of such meeting;
  - (ii) notice of any such meeting shall be given on the instantaneous communications device or in any other manner permitted by the Law;
  - (iii) each of the Directors taking part in the meeting by instantaneous communications device must be able to hear each of the other Directors taking part at the commencement of the meeting;
  - (iv) at the commencement of the meeting each Director must acknowledge his presence for the purpose of a meeting of the Directors of the Company to all the other Directors taking part.
- (b) A Director may not leave the meeting by disconnecting his instantaneous communications device unless he has previously obtained the express consent of the Chairman of the meeting and a Director shall be conclusively presumed to have been present and to have formed part of the quorum at all times during the meeting by instantaneous communication device unless he has previously obtained the express consent of the Chairman of the meeting to leave the meeting as set out in this clause.
- (c) A minute of the proceedings at such meeting by instantaneous communications device shall be sufficient evidence of such proceedings and of the observance of all necessary formalities if certified as a correct minute by the Chairman of the meeting.
- (d) For the purpose of this clause “instantaneous communication device” includes telephone, television or any other form of audio or audio visual device which permits instantaneous communication.

121. Questions arising at any meeting of the Directors shall be decided by a majority of votes and each Director shall have 1 vote. A person who is an alternate Director shall be entitled (in addition to his own vote if he is a Director) to 1 vote on behalf of each Director whom he represents as an alternate Director at the meeting and who is not personally present. In case of an equality of votes, provided more than 2 Directors present are competent to vote on the question at issue but not otherwise, the Chairman shall have a second or casting vote.

122. The Directors may elect one of their number to be Chairman of their meetings and may determine the period for which he is to hold office. If no Chairman is elected or if at any meeting the Chairman is not present within half an hour of the time appointed for holding the meeting, the Directors present shall choose 1 of their number to be chairman of such meeting. The Directors may from time to time appoint a deputy

chairman who, in the absence of the Chairman at a meeting of the Directors, may exercise all the powers and authorities of the Chairman.

123. A resolution in writing signed by all the Directors for the time being entitled to receive notice of a meeting of the Directors shall be as valid and effectual as if it had been passed at a meeting of the Directors duly convened and held. Any such resolution may consist of several documents in like form each signed by 1 or more Directors. Every resolution so made and signed shall be, as soon as practicable, entered in the minutes of the Directors' meetings. A telex, telegram, facsimile, email or such similar means of communication addressed to or received by the Company and purporting to be signed by a Director shall, for the purpose of this clause, be in writing signed by such Director.
124. No Director shall be entitled to be present in person or by an alternate Director or to vote at a meeting of the Directors or to be reckoned in a quorum if at that time he shall have failed to pay any call to the Company on shares held by him after the date upon which the call should have been paid.
125. (a) The Directors may delegate any of their powers to committees consisting of such Directors as they think fit and may from time to time revoke such delegation. Any committee so formed shall in the exercise of the powers so delegated conform to any regulations that may from time to time be imposed upon it by the Directors.
- (b) Except as set out in this Clause, the meetings and proceedings of any such committee consisting of 2 or more Members shall be governed by the provisions contained in this Constitution for regulating the meeting and proceedings of the Directors.
126. All acts done at any meeting of Directors or of a committee of Directors or by any person acting as a Director or by any person purporting to act as an attorney under power of the Company shall, notwithstanding that it shall afterwards be discovered that there was some defect in the appointment or continuance in office of such Director or person or attorney, or that they or any of them were disqualified or were not entitled to vote, be as valid as if every such person had been duly appointed or had duly continued in office and was qualified to be a Director or attorney and was entitled to vote.

#### **Disclosure of Director's Interest**

127. (a) A Director shall not be disqualified by his office as Director from contracting with the Company in any capacity.
- (b) A contract or arrangement made by the Company with a Director, or which a Director is in any way directly or indirectly interested, shall not be avoided merely because the Director is a party to, or interested in, it.
- (c) A Director is not liable to account to the Company for any profit derived in respect of a matter in which the Director has material interest, merely because of the Director's office or the fiduciary relationship it entails, provided the Director

has declared his interest in the matter in accordance with the Law and has not contravened any other provision of the Constitution.

128. A general notice given to the Directors by any Director to the effect that he is an officer or a member of or interested in any specified firm or corporation and is to be regarded as interested in all transactions with such firm or corporation shall be sufficient disclosure as required by the Law as regards such Director and the said transactions and after such general notice not be necessary for such Director to give any special notice relating to any particular transaction with such firm or corporation.
129. If the provisions of Clauses 127(c) and 128 and the Law have been observed by any Director in regard to any contract or arrangement in which the Director is in any way interested, the fact the Director affixed or witnessed the affixing of the Seal to any document evidencing the contract or arrangement shall in no way affect the document's validity.

### **Powers and Duties of Directors**

130. Subject to the Law and to any other provisions of this Constitution, the management and control of the business of the Company shall be vested in the Directors who may exercise all such powers of the Company as are not hereby or by the Law required to be exercised by the Company in General Meeting; but no amendment of this Constitution or resolution of the Company in General Meeting shall invalidate any prior act of the Directors which would have been valid if the amendment or resolution had not been made or passed provided that any sale of the Company's main undertaking shall only be made subject to approval of, or ratification by, a General Meeting.
131. The Directors shall have power to raise or borrow any sum or sums of money and to secure the payment or repayment of such moneys and any other obligation or liability of the Company in such manner and on such terms and conditions in all respects as they think fit, whether upon the security of any mortgage or by the issue of debentures or debenture stock of the Company charged upon all or any of the property of the Company (both present and future) including its goodwill, undertaking and uncalled Capital for the time being or upon bills of exchange, promissory notes or other obligations or otherwise.
132. Without limiting the generality of the foregoing, it is expressly declared that the Directors shall have power to make such loans to, and to provide such guarantees and security for, obligations undertaken by Directors of the Company as may be permitted by the Law or by resolution in accordance with the Law, but not otherwise.
133. All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments and all receipts for money paid to the Company may be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, in such manner as the Directors from time to time determine.
134. The Directors may exercise all the powers of the Company in relation to any Seal for use outside the State and in relation to Branch Registers.

135. The Directors may from time to time, by power of attorney, appoint any person or persons to be the attorney or attorneys of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Directors under this Constitution) and for such period and subject to such conditions as they may think fit and any such powers of attorney may contain such provisions for the protection and convenience of persons dealing with any such attorney as the Directors may think fit and may also authorise any such attorney to delegate all or any of the powers, authorities and discretions vested in him.
136. The Directors may from time to time confer upon any Director for the time being, or such other person as they may select, such of the powers exercisable under the Constitution by the Directors as they may think fit for such time and to be exercised for such objects and purposes and upon such terms and conditions and with such restrictions as are expedient; and they may confer such powers either collaterally with, or to the exclusion of, and in substitution for all or any of the powers of the Directors in that behalf; and may from time to time revoke, withdraw, alter or vary all or any such powers.
137. Notwithstanding anything contained in this Constitution, if it be found that some formality required by this Constitution to be done has been inadvertently omitted, such omission shall not invalidate any Resolution, act matter or thing which, but for such omission would have been valid, unless it is proved to the satisfaction of the Directors, or a majority of them, that such omission has directly prejudiced any Member financially. The decision of the Directors shall be conclusive and final and shall be binding on all Members.

#### **Secretary**

138. A Secretary shall hold office for such term, at such remuneration and upon such conditions as the Directors determine. The Directors may at any time appoint a person acting Secretary or as a Temporary substitute for a Secretary.

#### **Minutes**

139. The Directors shall cause minutes to be duly entered in books provided for the purpose of recording:
- (a) the names of the Directors present at each meeting of Directors;
  - (b) all orders, resolutions and proceedings of General Meetings and of meetings of the Directors and committees; and
  - (c) such matters as are required by the law to be contained therein.

Any such minutes, if purporting to be signed by any person purporting to be the chairman of such meeting, or to be the chairman of the next succeeding meeting, shall be received in evidence without any further proof as sufficient evidence that the matters and things recorded by or appearing in such minutes actually took place or

happened as recorded or appearing and of the regularity of such matters or things in all aspects and that the same took place at a meeting duly convened and held.

### ~~Seal~~

Formatted: Strikethrough

140. ~~(a) The Company may have a Seal and duplicate Seals for use outside the State.~~
- ~~(b) A Seal shall be used only by the authority of the Directors, or of a committee of the Directors authorised by the Directors to use the Seal. Every document to which the Seal is affixed shall be signed by a Director and be countersigned by another Director, a Secretary or another person appointed by the Directors to countersign that document or a class of documents in which that document is included.~~
- ~~(c) If the Company does not have a Seal, a document shall be executed by 2 Directors of the Company, or a Director and a Secretary of the Company or, if the Directors so decide at any time, by an attorney appointed pursuant to Clause 135.~~

### **Branch Register**

141. The Directors may make such provisions as they think fit regarding the keeping of any Branch Register and the Directors may appoint any such person as they think fit to approve of the Register or reject transfers and make entries in any Branch Register and to issue certificates (if appropriate) in respect of shares on the Branch Register and make such other provision relating to such approval or entries as they may think fit.
142. The Directors may transfer shares from one Register to another and may at any time discontinue any Branch Register. No fee shall be charged on any transfer between 2 Registers, both being within Australia.

### **Dividends**

143. The Directors may authorise the payment by the Company to the Members of such Dividends as appear to the Directors to be justified by the profits of the Company. All Dividends must be paid in accordance with the timetable set out in the Listing Rules.
144. Dividends may only be paid out of the profits of the Company. Interest is not payable by the Company in respect of any Dividend.
145. The Directors may carry forward so much of the profits remaining as they consider ought not to be distributed as Dividends.

146. (a) Subject to the rights of persons (if any) entitled to shares with special rights as to Dividend, all Dividends shall be paid according to the amounts paid or credited as paid on the shares in respect of which the Dividend is paid.
- (b) All Dividends shall 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 shall not be taken for the purposes of this paragraph to be paid or credited as paid on the share.
147. The Directors 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.
148. (a) The payment of any Dividend may be made by payment in cash, the issue of shares, the grant of options or the transfer of assets.
- (b) Where a difficulty arises in regard to such a distribution, the Directors may settle the matter as they consider 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 they consider expedient.
149. Any Dividend, interest or other money payable in cash in respect of shares may be paid, at the sole risk of the intended recipient:
- (a) by cheque sent through the post directed to the address of the Holder as shown in the Register, or in the case of joint holders, to the address shown in the Register as the address of the joint Holder firstnamed in the Register, or to such other address as the Holder or joint Holders in writing directs or direct; or
- (b) by electronic funds transfer to an account with a bank or other financial institution nominated by the Holder and acceptable to the Company; or
- (c) by any other means determined by the Directors or otherwise disposed of according to law.
150. Subject to law, all Dividends unclaimed may be invested or otherwise used by the Directors for the benefit of the Company until claimed.
151. All Dividends and interest shall belong and be paid (subject to any lien of the Company) to those Members whose names are on the Register at the date at which such Dividend or bonus is declared or at the date on which such interest is payable respectively, or at such other date as the Directors may determine, notwithstanding any subsequent transfer or transmission.

152. The Directors may retain the Dividends or bonuses payable on shares in respect of which any person is entitled to become a Member under Clause 41 or which any person is under that Clause entitled to transfer until such person shall become a Member in respect of such shares or shall duly transfer the same.

#### **Dividend Reinvestment Plan**

153. The Directors may from time to time grant to Members the right, upon such terms and conditions as the Directors may determine, to elect to re-invest all or part of the Dividend, payable by the Company in respect of any such holdings in subscribing for shares issued or to be issued by the Company. The Directors for any such purposes may implement and maintain, on such terms and conditions as they may determine from time to time, any scheme or plan for such reinvestment and may at their absolute discretion modify or terminate any such scheme or plan by not less than 1 month's notice in writing to all Members eligible to participate in such scheme or plan.

#### **Capitalisation of Profits**

154. The Directors may resolve that it is desirable to capitalise any amount, being the whole or a part of the amount for the time being standing to the credit of any reserve account or the profit and loss account or otherwise available for distribution to Members, and that sum be applied, in any of the ways mentioned in Clause 155 for the benefit of Members in the proportions to which those Members would have been entitled in a distribution of that amount by way of Dividend and such distribution or payment shall be accepted by such Members in full satisfaction of their interests in the said capitalised amount.
155. The ways in which an amount may be applied for the benefit of Members under Clause 154 are:
- (a) in paying up any amounts unpaid on shares held by Members;
  - (b) in payment up in full unissued shares or debentures to be issued to Members as fully paid; or
  - (c) partly as mentioned in (a) and partly as mentioned in (b)
156. The Directors shall do all things necessary to give effect to the resolution envisaged by Clause 154 and in particular, to the extent necessary to adjust the rights of the Members among themselves, may;
- (a) issue fractional holdings or make cash payments in cases where shares or debentures become issuable in fractions;
  - (b) fix the value for distribution of any specific assets or any part of such assets;

- (c) determine that cash payments shall be made to any Members upon the basis of the value so fixed or that fractions of less value than 50 cents may be disregarded in order to adjust rights of all parties;
- (d) vest any such cash or specific assets in trustees upon trusts for the persons entitled to the Dividend or capitalised funds;
- (e) authorise any person to make, on behalf of the Members entitled to any further shares or debentures upon the capitalisation, an agreement with the Company providing for the issue to them, credited as fully paid, on their behalf further shares or debentures or for the payment up by the Company on their behalf of the amount 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 paragraph (e) is effective and binding on all the Members concerned.

### **Inspection of Records**

- 157. The Directors shall determine whether and to what extent and at what times and places and under what conditions the accounting records and other documents and records of the Company or any of them shall be open to the inspection of Members other than Directors and no Member other than a Director shall have any right of inspecting any account or book or document of the Company except as provided by the Law or authorised by the Board or by the Company in General Meeting.
- 158. No Member (not being a Director) shall be entitled to require or receive any information concerning the business, trading or customers, or any trade secret or secret process of or used by the Company, beyond such information as to the accounts and business of the Company as is by this Constitution or by the Law directed to be laid before the Members in General Meeting.

### **Notices**

- 159. A notice may be given by the Company to any Member either:
  - (a) by serving it on the Member personally;
  - (b) by sending it by post to the Member at his address as shown in the Register or the address supplied by the Member to the Company for the giving of notices;
  - (c) by sending it by facsimile transmission to a facsimile number nominated by the Member to the Company for the giving of notices; or
  - (d) by sending it by way of electronic transmission to an electronic address nominated by the Member to the Company for the giving of notices.
- 160. Where a notice is sent by post, service of the notice shall be deemed to be given on the day 3 days after the date of its posting.

161. Where a notice is sent by facsimile or other electronic means, service of the notice shall be deemed to be given on the business day after it is sent.
162. A notice may be given by the Company to the joint holders of share by giving the notice to the joint holder first named in the Register in respect of the share.
163. A notice may be given by the Company to the persons entitled to a share in consequence of the death or bankruptcy of a Member by sending it through the post in a pre-paid letter addressed to them by name, or by the title or representative of the deceased, or assignee of the bankrupt, or by any like description, at that address, if any, within Australia, supplied for the purpose by the person claiming to be so entitled, or (until such an address has been supplied) by giving the notice in any manner in which the same might have been given if the death or bankruptcy had not occurred.
164. (a) Notice of every General Meeting shall be given, in any manner authorised, to:
- (i) every Member having a right to attend and vote at the Meeting, except those Members who have not supplied to the Company an address for the giving of notices to them;
  - (ii) every person entitled to a share in consequence of the death bankruptcy, of a Member, who, but for his death or bankruptcy, would be entitled to receive notice of the meeting;
  - (iii) the Auditor for the time being of the Company;
  - (iv) every Director of the Company;
  - (v) every preference shareholder; and
  - (vi) the ASX.
- (b) no other person shall be entitled to receive notices of General Meetings.
165. Any notice of a General Meeting or other document must be sent to Members who reside overseas by airmail or by facsimile.
166. A copy of any document which is sent to Members must be immediately given to the Company Announcements Office of the ASX.
167. Any document which is for release to the market, any document for which the ASX has specified the Company Announcements Office as the place for giving the ASX the document, any document which is in response to correspondence from the Company Announcements Office and any prospectus, information memorandum, takeover document, trust deed in relation to debt securities or convertible debt securities or changes to the Constitution, must be delivered to the Company Announcements Office of the ASX.
168. Any document which is for release to the market, any document for which the ASX has specified the Home Branch as the place for giving the ASX the document and any document which is in response to correspondence from the Home Branch for which

the ASX has not specified that the response is to be sent to the Company Announcements Office, must be delivered to the Home Branch of the ASX.

### **Disposal of Main Undertaking**

169. The Directors may not dispose of the main undertaking of the Company without first obtaining the approval of the Members. The notice of any such Meeting for this purpose must comply with the requirements of the Listing Rules. Any agreement entered into by the Company to dispose of its main undertaking must be conditional upon obtaining approval of the Members to the transaction.

### **Indemnity and Insurance**

170. Subject to the Law, the Company may indemnify any Director, Secretary, executive officer or Auditor of the Company against a liability:
- (a) incurred by them acting in that capacity to a person other than the Company or a related body corporate where the liability does not arise out of a lack of good faith;
  - (b) for the costs and expenses incurred by them:
    - (i) in defending proceedings, whether civil or criminal, in which judgement is given in favour of them or in which he is acquitted; or
    - (ii) in connection with an application, in relation to such proceedings, in which the court grants relief to them under the Law.
171. Every employee who is not a Director, Secretary, executive officer will be indemnified out of the property of the Company against a liability:
- (a) incurred by the employee acting in that capacity;
  - (b) for the costs and expenses incurred by an employee:
    - (i) in defending proceedings, whether civil or criminal, in which judgement is given in favour of the employee or in which the person is acquitted; or
    - (ii) in connection with an application, in relation to such proceedings, in which the court grants relief to the employee under the Law.
172. Subject to the law, the Company may pay insurance premiums in respect of insurance for the benefit of a Director, Secretary, executive officer or Auditor acting in that capacity against:
- (a) costs and expenses in defending any proceedings, whether civil or criminal whatever their outcome; or

- (b) a liability arising from negligence or other conduct not being liability incurred by the person acting in that capacity and arising out of conduct involving a wilful breach of duty in relation to the Company or a breach of the provisions of the Law dealing with improper use of inside information or position.

173. The Company may pay insurance premiums in respect of insurance for the benefit of an employee of the Company who is not a Director, Secretary, executive officer concerned in the management of the Company.

### **Winding Up**

174. If the Company is wound up, the liquidator may, with the sanction of a Special Resolution, divide amongst the Members in kind the whole or any part of the assets of the Company (whether they consist of property of the same kind or not) and may for that purpose set such values as he deems fair upon any property to be so divided and may determine how the division shall be carried out as between the Members or different classes of Members. The liquidator may with the like sanction vest the whole or any part of any such assets in trustees upon such trusts for the benefit of the Members as the liquidator with the like sanction thinks fit but no Member shall be compelled to accept any shares or other securities on which there is any liability.
175. The Company in General Meeting shall not fix the remuneration to be paid to a liquidator pursuant to the Law unless at least 14 days' notice of the Meeting has been given to the Members and such notice has specified the amount of the proposed remuneration of the liquidator.

### **Compliance with Listing Rules**

176. ~~As the Company has been admitted to the Official List of the ASX, the following clauses apply;~~

Deleted: If

- (a) Notwithstanding anything contained in this Constitution, if the Listing Rules prohibit an act being done, the act shall not be done.
- (b) Nothing contained in this Constitution prevents an act being done that the Listing Rules require to be done.
- (c) If the Listing Rules require an act to be done or not to be done, authority is given for that act to be done or not to be done (as the case may be).
- (d) If the Listing Rules require this Constitution to contain a provision and it does not contain such a provision, this Constitution is deemed to contain that provision.
- (e) If the Listing Rules require this Constitution not to contain a provision and it contains such a provision, this Constitution is deemed not to contain that provision.

- (f) If any provision of this Constitution is or becomes inconsistent with the Listing Rules, this Constitution is deemed not to contain that provision to the extent of the inconsistency.

