

CONSTITUTION

STEADFAST GROUP LTD ACN 073 659 677

ADOPTED BY SPECIAL RESOLUTION
OF SHAREHOLDERS ON 14 JUNE 2013
AND AMENDED BY SPECIAL RESOLUTION OF
SHAREHOLDERS ON 28 OCTOBER 2013
AND 20 OCTOBER 2022



TABLE OF CONTENTS

1	SHARES AND VARIATION OF RIGHTS.....	1
	Nature of Company.....	1
	Classes of shares	1
	Issue of shares	1
	Number of shareholders.....	1
	Price on issue	1
	Issue of classes of shares.....	1
	Non-variation of rights.....	1
	Variation of rights	1
	Preference shares	2
2	BROKERAGE AND COMMISSION.....	2
3	SHARES HELD ON TRUST OR JOINTLY	2
	Registered holders treated as absolute owners.....	2
	Non-recognition of other interests	2
	Joint holders.....	3
4	CERTIFICATES.....	3
	Entitlement to certificates	3
	Delivery to joint holders	3
5	LIEN.....	4
	Lien on unpaid capital.....	4
	Lien on other money owing	4
	Lien to apply to dividends.....	4
	Enforcement of lien.....	4
	Uncertificated securities.....	4
	Company's right of sale	4
	Restrictions on sale	4
	Effect of sale of securities over which Company has a lien	5
	Proceeds of sale.....	5
6	CALLS ON SHARES	5
	Payments due on fixed dates.....	5
	Calls	5
	Notification of call	5
	Revocation of call	5
	Deemed time of call	5
	Liability of joint holders	5
	Interest on outstanding sums.....	6
	Differentiation between holders.....	6
	Pre-payment of calls	6
	Suspension of privileges	6
	Recovery of amounts due.....	6
7	ALTERATION OF CAPITAL	6
	Power	6
	Reduction of capital	7



8	TRANSFER OF SHARES	7
	Form of transfer	7
	Execution of instruments of transfer	7
	Refusal to register	7
	No transfer to an infant	8
	Notice of Refusal	8
	Certificate to be delivered on transfer	8
	When transfer books and register may be closed.....	9
9	TRANSMISSION OF SHARES	9
	Recognised interests.....	9
	Transmission.....	9
	Personal representatives and joint holders	10
10	FORFEITURE OF SHARES.....	10
	Procedure for forfeiture.....	10
	Application to dividends	10
	Rights of sale.....	10
	Cessation as a shareholder	10
	Evidence of forfeiture	11
	Manner of forfeiture.....	11
	Residue on sale	11
	Certificates	11
	Application to further calls	11
11	GENERAL MEETINGS	11
	Annual General Meetings	11
	Power to convene.....	11
	Use of technology at general meetings	12
	Power to cancel or postpone	12
	Business at postponed meeting	12
	Notice.....	12
	Notice period.....	12
	Proxy, attorney or Representative at postponed meeting.....	12
	Circular resolution	12
	Omissions.....	13
12	PROCEEDINGS AT GENERAL MEETINGS	13
	Quorum	13
	Effect of no quorum	13
	Chairperson of directors.....	13
	Vacancy in chairperson.....	13
	Adjournment	13
	Notice where a meeting is adjourned for 30 days	14
	Form of notice for adjourned meeting	14
	Right to discuss the management of the Company	14
	Voting on show of hands	14
	Poll	14
	Chairperson's vote	15
	Proxy holders, attorney and Representatives voting rights.....	15
	Direct voting	15



Treatment of direct votes	15
Multiple votes.....	16
Votes of joint holders.....	16
Incapacity	16
Disentitlement to vote	16
Objection to voter	17
Appointment of proxy.....	17
Lodgement of proxy.....	17
Incomplete and unclear proxy	17
Effect of proxy vote	18
Decisions.....	18
Conduct of general meetings	18
Auditor's right to be heard.....	19
13 APPOINTMENT, REMOVAL AND REMUNERATION OF DIRECTORS	19
Minimum and maximum number of directors	19
Change to numbers of directors	19
Period of office	19
Retirement by rotation	20
Retiring directors to remain in office until successors appointed	20
Casual vacancy.....	20
Removal by shareholders.....	21
Appointment by shareholders	21
Directors' fees and remuneration.....	21
Directors' expenses	21
Special remuneration	21
Increase in fees.....	21
No share qualification.....	21
Vacation of office	22
14 POWERS AND DUTIES OF DIRECTORS	22
General power of management	22
Borrowing powers.....	22
Options.....	22
Negotiable instruments	22
15 PROCEEDINGS OF DIRECTORS	22
Quorum	22
Convening of meetings	23
Written resolutions.....	23
Telephone and other meetings	23
Decisions of the directors.....	24
Appointment of alternate director	24
Ending of appointment of alternate director	24
Authority to act where vacancy	24
Chairperson.....	24
Substitute chairperson.....	24
Delegation of powers and committee of directors.....	25
Regulation of committee of directors.....	25
Determination by majority vote	25



No casting vote	25
Defects in appointments.....	25
Disqualification.....	25
Director’s personal interests	25
Declaration of interests	26
Participation where directors interested.....	26
Failure to disclose	26
Directors of related corporations.....	26
Interested director may attest Seal	26
Director’s guarantee.....	26
Partnership/other interests.....	26
Directors aware of interest	26
16 EXECUTIVE DIRECTORS	27
Appointment	27
Cessation of appointment.....	27
Remuneration.....	27
Powers of managing director	27
17 SECRETARY	27
18 SEAL	27
Directors may elect to adopt a Seal.....	27
Safe custody of Seal.....	28
Authority to use Seal.....	28
Where no Seal is adopted.....	28
19 MINUTES.....	28
Minutes of meetings.....	28
20 RECORDS	28
Records	28
Keeping records	29
21 POWERS OF ATTORNEY	29
Powers of attorney	29
Limits on power	29
22 AUDITOR.....	29
23 DIVIDENDS AND RESERVES	29
Determination of dividends.....	29
Interim dividends	29
Source of dividends.....	29
Reserves	30
Entitlement to dividends	30
Ranking of dividends	30
Amounts advanced on shares.....	30
Deduction from dividends of money owing	30
Payment of dividends by distribution of property.....	30
Directors to settle differences	31
Payment of dividends by cash.....	31
Unclaimed dividends or other distributions.....	31



Transfers	31
Authority to capitalise profits	31
24 SERVICE OF DOCUMENT	32
Writing requirement	32
Method	32
Deemed receipt	32
Service to joint holders	33
Notice in case of death or bankruptcy	33
Deemed notice to uncontactable shareholders	33
Persons entitled to notice	33
25 WINDING UP	33
Division of property among shareholders	33
Vesting property on trustees	33
26 UNMARKETABLE PARCELS	34
Notice	34
Divestiture	34
Proceeds of sale	35
Other provisions	35
27 PROPORTIONAL TAKEOVER BID	35
28 INDEMNITY	36
Former Officers	37
Insurance premiums	37
29 MISCELLANEOUS	37
Replaceable rules do not apply	37
Limited liability	37
Compliance with Listing Rules	37
Compliance with ASX Settlement Operating Rules	38
Security interests	38
30 DEFINITIONS AND INTERPRETATION	38
SCHEDULE 1 - TERMS OF PREFERENCE SHARES	40
1 DIVIDEND RIGHTS AND PRIORITY OF PAYMENT	40
2 ENTITLEMENT TO PAYMENT OF CAPITAL SUM	41
3 BONUS ISSUES AND CAPITALISATION OF PROFITS	41
4 VOTING RIGHTS	41
5 MEETING	42
6 FOREIGN CURRENCY	42
7 CONVERSION TO ORDINARY SHARES	42
8 AMENDMENT TO THE TERMS	43
9 VARIATION OF RIGHTS	43
10 FURTHER ISSUE OF SHARES	43

1 SHARES AND VARIATION OF RIGHTS

Nature of Company

1.1 The Company is a public company. It is limited by shares.

Classes of shares

1.2 The share capital of the Company shall consist of ordinary shares and such other shares that may be on issue from time to time.

1.3 A holder of ordinary shares:

1.3.1 has the right to receive notice of, and to attend and vote at, meetings of shareholders; and

1.3.2 shall be entitled to exercise all such other rights conferred on the holders of ordinary shares as set out in this constitution.

Issue of shares

1.4 Subject to clause 1.5, the directors have sole power to issue shares or options to buy or subscribe for shares in the Company. Shares and options in the Company may be issued on any conditions as determined by the directors.

Number of shareholders

1.5 There is no limit on the number of shareholders the Company may have.

Price on issue

1.6 The directors may issue and allot shares in the Company at any price they consider appropriate.

Issue of classes of shares

1.7 The directors may issue classes of shares in the Company as they think fit with preferred, deferred or other special rights or restrictions, and with such rights to dividend, voting, return of capital or otherwise and at such price as the directors think fit. An issue of shares under this clause is without prejudice to any special rights previously conferred on the holders of any existing shares or class of shares but is subject to the Corporations Act 2001 (Cth) and the Listing Rules.

Non-variation of rights

1.8 The rights conferred on the holders of the shares of any class are deemed not to be varied by the creation or issue of further shares ranking equally with them unless otherwise expressly provided by the conditions of issue of the shares of that class.

Variation of rights

1.9 The Company can only vary the rights attaching to a class of shares if one of the following applies:

1.9.1 the holders of 75% of the shares issued in that class consent to the variation in writing; or

1.9.2 a special resolution is passed at a general meeting of the holders of that class of shares allowing the variation to be made.

However, this clause does not apply if the terms on which shares in that class were issued state otherwise.

Preference shares

- 1.10 The Company may issue preference shares and issued shares may be converted into preference shares provided that the rights of the holders of the preference shares with respect to the repayment of capital, participation in surplus assets and profits, cumulative or non-cumulative dividends, voting and priority of payment of capital and dividends in relation to other shares or other classes of preference shares are:
- 1.10.1 as set out in schedule 1; or
 - 1.10.2 as approved by a resolution of the Company in accordance with the Corporations Act 2001 (Cth).
- 1.11 The rights of holders of preference shares issued by the Company other than pursuant to schedule 1, but in accordance with the Corporations Act 2001 (Cth), are determined by the terms of issue of those preference shares and the relevant resolution of the Company, and are not determined by or affected by the rights set out in schedule 1.
- 1.12 Subject to the Corporations Act 2001 (Cth) and the Listing Rules, the Company may issue preference shares which are, or are at the option of the Company to be liable, to be redeemed or to be converted into other shares on such conditions and in such a manner as the directors decide under the terms of issue of the preference shares.
- 1.13 Subject to the Corporations Act 2001 (Cth) and the Listing Rules, the Company may issue any combination of fully paid, partly paid or unpaid preference shares.
- 1.14 Despite clauses 1.10 to 1.14 and schedule 1, the Company may not issue a preference share that confers on the holder rights that are inconsistent with those specified in the Listing Rules, except to the extent of any waiver or modification of the Listing Rules by ASX.

2 BROKERAGE AND COMMISSION

- 2.1 The Company may pay brokerage or commissions to a person who agrees to buy shares or arranges for others to buy shares. It may be paid in cash, in securities of the Company, or both.

3 SHARES HELD ON TRUST OR JOINTLY

Registered holders treated as absolute owners

- 3.1 Except as required by law, the Company may treat the registered holder of a share as the absolute owner of the share.

Non-recognition of other interests

- 3.2 Except where this constitution states otherwise, the only interest in shares that the Company must recognise is the registered shareholder's absolute right to the whole of the share. The Company will not recognise that a person holds a share on trust for someone else. Nor will it recognise a contingent, future or partial interest in any share or part of a share.

Joint holders

- 3.3 If two or more persons are registered as the holders of a share they are taken to hold the share as joint tenants with rights of survivorship and on the basis that:
- 3.3.1 they or their respective legal personal representatives are liable jointly and severally for all payments due in respect of the share;
 - 3.3.2 subject to the preceding paragraph, on the death of any one of them, the survivor or survivors are the only person or persons whom the Company may recognise as having any interest in the share. The directors may require any evidence of death of any registered holder as they think fit;
 - 3.3.3 any registered holder may give an effective receipt for any dividend or other distribution.
- 3.4 No more than three persons are entitled to be registered as the holders of a share. If the Prescribed CS Facility (as defined in the Corporations Act 2001 (Cth)) has implemented the required functionality and the ASX Settlement Operating Rules permit, the Company may register up to four persons as the holders of a share.

4 CERTIFICATES

Entitlement to certificates

- 4.1 The Company must give a registered shareholder (whose shares are not held as an uncertificated holding), free of charge, a share certificate marked with the company seal in respect of his or her shares. However, if the Company does not maintain a company seal the certificate must be signed by either:
- 4.1.1 two directors; or
 - 4.1.2 a director and the secretary.
- 4.2 If the Company is Listed, the directors may permit a shareholder's holding to be held as an uncertificated holding under the ASX Settlement Operating Rules and they must do so if the Listing Rules or the ASX Settlement Operating Rules require that shares are to be held as uncertificated holdings.
- 4.3 If all the shares in a class are to be held only as uncertificated holdings under the ASX Settlement Operating Rules, the Company need not provide a share certificate to the shareholder but must provide the shareholder with a statement of the shareholder's holding in accordance with the ASX Settlement Operating Rules and the Listing Rules. If the Company operates an issuer sponsored sub-register, it must allocate a unique SRN for each holding of shares. A shareholder may have more than one holding each of which will have a unique SRN. Each new holding of shares on the Issuer Sponsored Sub-register must be allocated a unique SRN for that holding.

Delivery to joint holders

- 4.4 If shares are jointly owned, it is sufficient to give a share certificate to one of the joint shareholders.

5 LIEN

Lien on unpaid capital

- 5.1 To the extent permitted by law, the Company has a first and paramount lien on every partly paid security for all money due which has been called or is payable by instalment in respect of that security, but which is unpaid, together with reasonable interest and expenses incurred because the amount is not paid.

Lien on other money owing

- 5.2 The Company also has a first and paramount lien on securities for all money (including reasonable interest and expenses incurred because the amount is not paid):
- 5.2.1 owing to the Company on securities acquired under an employee incentive scheme in relation to their acquisition; or
 - 5.2.2 which the Company is required by law to pay and which has been paid in respect of securities of a shareholder or of the estate of a deceased shareholder.

Lien to apply to dividends

- 5.3 The Company's lien (if any) on a security extends to all dividends payable in respect of the security and reasonable interest and expenses incurred because the amount is not paid.

Enforcement of lien

- 5.4 If the Company is Listed, the Company may do all things which the directors think necessary or appropriate to do under the ASX Settlement Operating Rules or the Listing Rules to enforce or protect the Company's lien.

Uncertificated securities

- 5.5 While the Company has a lien on any securities held on a CHESS sub-register, the Company must, if required, give notice that a holding lock is to be applied in the form and manner set out in the ASX Settlement Operating Rules.

Company's right of sale

- 5.6 Subject to clause 5.7, the directors may sell any security on which the Company has a lien in such manner as they think fit.

Restrictions on sale

- 5.7 The directors must not sell any securities on which the Company has a lien unless:
- 5.7.1 a sum in respect of which the lien exists is payable; and
 - 5.7.2 the Company has given notice in writing to the registered holder of the security, demanding immediate payment of the amount presently payable in respect of which the lien exists. The notice must be given at least 14 days before the date of the sale to the registered holder of the security or to the person entitled to the security by reason of death or bankruptcy. If the security is part of an uncertificated holding, the notice must comply with the requirements of the ASX Settlement Operating Rules and the Listing Rules.

Effect of sale of securities over which Company has a lien

- 5.8 If the directors sell securities over which the Company has a lien, the directors must authorise the transfer of those securities to the purchaser. The directors must register the purchaser as the shareholder. The purchaser has no responsibility to oversee the Company's use of the purchase money, and its right to the securities is not affected by any irregularity in the sale.

Proceeds of sale

- 5.9 The Company may retain from the proceeds of the sale an amount up to the amount immediately payable on the shares. It must pay any excess to the person who was entitled to the shares immediately before the sale after deducting any amount that still remains unpaid on the shares, whether it is immediately payable or not.

6 CALLS ON SHARES

Payments due on fixed dates

- 6.1 If shares are issued on the basis that the shareholder must make payments on fixed dates, the happening of one of those dates is regarded as a call on that date and all the provisions relating to calls apply.

Calls

- 6.2 If a shareholder has not paid the full price of any shares and the money is not payable at fixed times, the directors may pass a resolution requiring the shareholder to pay a certain amount (a **call**) in relation to the shares. The call may be made payable either in a single sum or by instalments.

Notification of call

- 6.3 If the directors make a call they must notify the affected shareholder in writing at least 30 Business Days before the payment is due. The notification must specify the amount, time and date of the payment and any other matters required by the Listing Rules. The non-receipt of a notice of any call by, or the accidental omission to give notice of a call to, a shareholder does not invalidate the call.

Revocation of call

- 6.4 The directors may revoke or postpone a call or extend the time for payment of any call.

Deemed time of call

- 6.5 A call is deemed to have been made at the time when the resolution of the directors authorising the call was passed.

Liability of joint holders

- 6.6 The owners of a share that is held jointly are jointly and severally liable to pay all calls in respect of that share. This means that the Company may recover the call amount from any one or more of the joint holders, but must not obtain more than the amount of the call from those joint holders.

Interest on outstanding sums

- 6.7 If a sum called in respect of a share is not paid before or on the day appointed for payment of the sum, the person from whom the sum is due must pay interest at the rate specified in the notice given under clause 6.3 not exceeding 20% per annum calculated from the day appointed for payment of the sum to the time of actual payment. The directors may waive payment of interest wholly or in part.

Differentiation between holders

- 6.8 On the issue of shares, the directors may differentiate between the holders as to the amount of calls to be paid and the times of payment.

Pre-payment of calls

- 6.9 If a shareholder owes the Company money on shares but no call has yet been made, the shareholder and the directors may agree that the shareholder may lend some or all of this money to the Company on such terms and conditions as the Company thinks fit.
- 6.10 Payment of an amount in advance of a call does not entitle the paying shareholder to any dividend, benefit or advantage (subject to any contract between the shareholder and the Company), or voting right, to which the shareholder would not have been entitled if it had paid the amount when it became due.

Suspension of privileges

- 6.11 Until a call (together with any interest and expenses that are payable) has been paid, the shareholder is not entitled to receive any dividend or other distribution or to be present and vote at any meeting (other than as proxy for another shareholder) either personally or by proxy or by Representative or by lodging a direct vote under clause 12.20. The shareholder may not be counted in a quorum or exercise any other privilege as a shareholder.

Recovery of amounts due

- 6.12 On the hearing of any action for the recovery of money due for any call, proof that:
- 6.12.1 the name of the person sued was, when the call was made, entered in the register of shareholders as a holder or holders of shares in respect of which the call was made;
 - 6.12.2 the resolution making the call is duly recorded in the directors' minute book; and
 - 6.12.3 notice of the call was given to the person sued,
- will be conclusive evidence of the debt.

7 ALTERATION OF CAPITAL

Power

- 7.1 The Company may, by resolution:
- 7.1.1 convert all or any of its shares into a larger or smaller number of shares;
 - 7.1.2 cancel shares that, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person or have been forfeited.

Reduction of capital

- 7.2 The Company may reduce its share capital:
- 7.2.1 by reduction of capital in accordance with Division 1 of Part 2J.1 of the Corporations Act 2001 (Cth);
 - 7.2.2 by buying back shares in accordance with Division 2 of Part 2J.1 of the Corporations Act 2001 (Cth);
 - 7.2.3 in the ways permitted by sections 258E and 258F of the Corporations Act 2001 (Cth); and
 - 7.2.4 in any other way for the time being permitted by the Corporations Act 2001 (Cth).

8 TRANSFER OF SHARES

Form of transfer

- 8.1 A shareholder may transfer shares to another person by completing:
- 8.1.1 a written transfer document, in a common form, signed by or on behalf of the shareholder and the transferee;
 - 8.1.2 a proper ASX Settlement Operating Rules regulated transfer; or
 - 8.1.3 a form approved by the directors, signed by or on behalf of the shareholder and the transferee.

Execution of instruments of transfer

- 8.2 Unless the transfer is a ASX Settlement Operating Rules regulated transfer, to have a transfer registered by the Company, the transferor or transferee must give the completed transfer form and the relevant share certificates to the Company. Subject to the Listing Rules, a reasonable fee may be charged to register a paper-based transfer in registrable form. The directors may require additional evidence of the transferor's entitlement to be registered before registering the transfer. The transferee becomes the holder of the shares when the transfer is registered and its name is entered in the register of shareholders. The Company will retain the transfer document.
- 8.3 An ASX Settlement Operating Rules regulated transfer must be effected by a proper ASX Settlement Operating Rules regulated transfer and registered in accordance with the ASX Settlement Operating Rules.

Refusal to register

- 8.4 The directors may, in their absolute discretion, refuse to register any transfer of shares or other securities or request ASX Settlement to apply a holding lock to prevent a transfer of all or any of them:
- 8.4.1 where a law relating to stamp duty prohibits the Company from registering it;
 - 8.4.2 where, if the Company is Listed, the Company has a lien on the securities in accordance with the Listing Rules;
 - 8.4.3 if the Company is served with a court order that restricts the holder's capacity to transfer the shares or other securities (as the case may be); or

- 8.4.4 if the Company is Listed, in any circumstances permitted by the Listing Rules.
- 8.5 A holder of Restricted Securities must not dispose of, or agree or offer to dispose of, the Restricted Securities during the escrow period which applies to the Restricted Securities, except as permitted by the Listing Rules or ASX.
- 8.6 If the Restricted Securities are in the same class as quoted securities, the holder will be taken to have agreed in writing that the Restricted Securities are to be kept on the Company's Issuer Sponsored Sub-register and are to have a holding lock applied for the duration of the escrow period applicable to those securities.
- 8.7 The Company will refuse to acknowledge any disposal (including, without limitation, to register any transfer) of Restricted Securities during the escrow period applicable to those securities except as permitted by the Listing Rules or ASX.
- 8.8 A holder of Restricted Securities will not be entitled to participate in any return of capital on those securities during the escrow period applicable to those securities except as permitted by the Listing Rules or ASX.
- 8.9 The directors must refuse to register a transfer of shares:
- 8.9.1 if the shares are classified under the Listing Rules or by the ASX as Restricted Securities and the transfer is or might be in breach of the Listing Rules or any Restriction Agreement entered into by the Company under the Listing Rules in relation to those shares; or
- 8.9.2 if the Company is Listed, where the Company or the directors are required to do so by the Listing Rules.

No transfer to an infant

- 8.10 A transfer of any shares may not knowingly be made to an infant or to a person of unsound mind or under other legal disability.

Notice of Refusal

- 8.11 If the directors refuse to register a transfer of any share, they must give notice of the refusal to each transferor and transferee no later than the time required under the Corporations Act 2001 (Cth). The precise reasons for the refusal must be set out in the notice. Failure to give notice does not invalidate the decision of the directors to refuse to register a transfer of any share.

Certificate to be delivered on transfer

- 8.12 Upon every transfer of shares, the certificate (if any) held by the transferor must be delivered to the Company and cancelled. A new certificate will be issued without charge to the transferee in respect of the shares transferred, and if any of the shares included in the certificate delivered to the Company are retained by the transferor, a new certificate must be issued to the transferor in respect of those shares without charge. The Company shall retain the instrument of transfer.
- 8.13 If the Company participates in a share transfer system conducted in accordance with the Listing Rules, then share transfers must be registered in accordance with the Listing Rules and the ASX Settlement Operating Rules.

- 8.14 The Company may participate in any share transfer system conducted in accordance with the Listing Rules which does not depend upon the issue or production of share certificates in respect of the shares.
- 8.15 For a transfer of an uncertificated holding of shares, the procedure is the same as for a certificated holding of shares, except that the written transfer instrument need not be accompanied by a certificate. If the Company operates an Issuer Sponsored Sub-register, it must issue a statement for each new holding as a result of the transfer in accordance with the Listing Rules.

When transfer books and register may be closed

- 8.16 The registration of transfers of shares that are not CHESSE Approved Securities may be suspended and the register of shareholders closed. The directors must give notice by advertisement of the closure in an appointed newspaper. The Company must give the ASX notice of any intended closure in accordance with the Listing Rules. The register of shareholders must not be closed for any time or times exceeding a total of 30 days in any year.
- 8.17 The Company must process proper ASX Settlement Operating Rules regulated transfers affecting sub-registers administered by the Company on all Business Days.

9 TRANSMISSION OF SHARES

Recognised interests

- 9.1 If a shareholder dies, the only persons that the Company will recognise as having any right to the deceased's shares are:
- 9.1.1 his or her legal personal representative; or
- 9.1.2 where the shares are held jointly, any joint holder of those shares.
- 9.2 The deceased person's estate will still be subject to any liabilities which attached to the shares, even if the deceased was only a joint holder of shares.
- 9.3 If two or more persons are jointly entitled to the deceased's shares, those persons will be regarded as joint holders of the shares.

Transmission

- 9.4 A person entitled to a share because of the death or bankruptcy of a shareholder may elect either to be registered as the holder of the share or to have some other person nominated to be registered as the transferee of the share. A person relying on this clause must produce any information properly required by the directors. This clause is subject to the Bankruptcy Act 1966 (Cth).
- 9.5 A person entitled to a share because of the mental incapacity of a shareholder may elect either to be registered as the holder of the share or to have some other person nominated to be registered as the transferee of the share. A person relying on this clause must produce any information properly required by the directors.
- 9.6 A person relying on clause 9.4 or clause 9.5 who wishes to be registered as the holder of any shares must elect in writing to the Company to be so registered.

9.7 A person electing under clause 9.4 or clause 9.5 to have another person registered as the holder of any shares must deliver to the Company an executed transfer of the shares to that other person.

9.8 The provisions of this constitution relating to the right to transfer and the registration of transfers of shares apply to any notice or transfer as if the death, mental incapacity or bankruptcy of the shareholder had not occurred and the notice or transfer was a transfer signed by that shareholder.

Personal representatives and joint holders

9.9 If a shareholder dies or becomes bankrupt, his or her personal representative or trustee is entitled to receive any dividends and other benefits that the shareholder would have been entitled to and to exercise the same rights as the shareholder. The directors may require production of any information that is properly required by the directors.

9.10 Where two or more persons are jointly entitled to any share due to the death of the registered holder, they are, for the purpose of this constitution, deemed to be joint holders of the share.

10 FORFEITURE OF SHARES

Procedure for forfeiture

10.1 If a shareholder fails to pay a call or another amount that is payable on shares on the due date, the directors may notify the shareholder that they require payment of the amount, together with any interest that has accrued, on or before a specified date. The date for payment must be at least 14 days after the shareholder receives the notice.

10.2 If the notice states that the shares in respect of which the amount is due may be forfeited if payment is not made on time, and the amount is not paid on time, the directors may resolve that the shareholder has forfeited those shares. They can only do so before the amount is paid.

10.3 If the forfeited shares are entered on the CHESSE sub-register, the Company may take steps to move the share to a sub-register administered by the Company. The forfeiture is effective at the time the share is entered in that sub-register.

Application to dividends

10.4 A forfeiture under clause 10.2 includes all dividends and other distributions declared and not paid in respect of the forfeited shares before the date on which the resolution as to forfeiture referred to in that clause is passed.

Rights of sale

10.5 A forfeited share shall be deemed to be the property of the Company. A forfeited share may be sold or otherwise disposed of on such terms and in such manner as the directors think fit. At any time before the sale or disposition, the forfeiture may be cancelled on such terms as the directors think fit.

Cessation as a shareholder

10.6 A person whose shares have been forfeited ceases to be a shareholder in respect of the forfeited shares.

10.7 Despite forfeiture, a shareholder whose shares are forfeited remains liable to pay to the Company all money that, at the date of forfeiture, was payable by the shareholder to the Company in respect of the shares (including interest not exceeding 20% per annum from the date of forfeiture on the money for the time being unpaid if the directors think fit to enforce payment of the interest).

10.8 The former shareholder's liability ceases if and when the Company receives payment in full of all money (including interest) so payable in respect of the forfeited shares.

Evidence of forfeiture

10.9 A statutory declaration signed by a director or secretary of the Company stating that the person making the declaration is a director or secretary of the Company, and specifying that particular shares in the Company have been forfeited on a particular date, is satisfactory evidence of their forfeiture.

Manner of forfeiture

10.10 The Company is entitled to the money from the sale of any forfeited shares. The Company may transfer the shares to the purchaser or person to whom they are disposed of, and register the purchaser as the shareholder. That person has no responsibility to oversee the Company's use of the purchase money, and his or her right to the shares is not affected by any irregularity in the forfeiture or any proceedings relating to the disposal of the shares.

Residue on sale

10.11 If any shares are forfeited and sold, any residue after the satisfaction of the unpaid calls, instalments and accrued interest and expenses must be held in trust until paid to the person whose shares have been forfeited, or the person's executors, administrators, or assigns, or as the person directs and must be paid in accordance with the Listing Rules.

Certificates

10.12 The shareholder must deliver to the Company the certificate or certificates held in respect of any forfeited shares and in any event the certificates representing forfeited shares are void and of no further effect.

Application to further calls

10.13 The clauses as to forfeiture apply to non-payment of any sum that, by the conditions of issue of a share, becomes payable at a fixed time, as if that sum had been payable by virtue of a call duly made and notified.

11 GENERAL MEETINGS

Annual General Meetings

11.1 The Company must hold an annual general meeting as required by the Corporations Act 2001 (Cth).

Power to convene

11.2 Any director may convene a general meeting whenever he or she thinks fit and must do so if required to do so under the Corporations Act 2001 (Cth).

Use of technology at general meetings

- 11.3 The Company may hold a general meeting at two or more venues using any technology that gives the shareholders as a whole a reasonable opportunity to participate.

Power to cancel or postpone

- 11.4 The board of directors of the Company may, whenever they think fit, cancel or postpone a general meeting by giving two clear days' notice of the cancellation or postponement to all persons entitled to receive notice of the general meeting, to a date and time determined by them or change the place for the meeting. A general meeting convened in accordance with the Corporations Act 2001 (Cth) may not be postponed or cancelled without the prior written consent of the persons who called or requisitioned the meeting in accordance with the Corporations Act 2001 (Cth), or otherwise in accordance with law.

Business at postponed meeting

- 11.5 The only business that may be transacted at a postponed general meeting is the business specified in the original notice convening the meeting.

Notice

- 11.6 A notice of a general meeting must specify the place, the day and the hour of the meeting and must state the general nature of the business to be transacted at the meeting and must be given in accordance with clause 24.2, the Corporations Act 2001 (Cth) and the Listing Rules.

Notice period

- 11.7 Except when shorter notice is permitted to be given, 28 days' notice of a general meeting must be given to all persons entitled to receive notice from the Company. In computing the period of notice, both the day on which the last notice to all persons entitled to receive notice from the Company is given or taken to be given and the day of the meeting convened by it are to be disregarded.

Proxy, attorney or Representative at postponed meeting

- 11.8 Where by the terms of an instrument appointing a proxy or attorney or an instrument of appointment of a Representative:

11.8.1 the appointed person is authorised to attend and vote at a general meeting or general meetings specified; and

11.8.2 the date of the relevant meeting is postponed to another date,

then, that other date is substituted for and applies to the exclusion of the date specified in the instrument of proxy, power of attorney or appointment of a Representative unless the shareholder appointing the proxy, attorney or Representative gives to the Company at its registered office written notice to the contrary not less than 48 hours before the time to which the holding of the relevant meeting has been postponed.

Circular resolution

- 11.9 The Company may pass a resolution without a general meeting being held if all the shareholders entitled to vote on the resolution sign a document containing a statement that they are in favour of the resolution set out in the document. If a share is held jointly, each of the joint shareholders must sign.

Omissions

- 11.10 The accidental omission to give any notice of a general meeting or cancellation or postponement of a general meeting to, or the non-receipt of any notice by, any person entitled to receive the notice shall not invalidate any resolution passed or any proceedings at the general meeting or at a postponed meeting or the cancellation or postponement of a meeting.

12 PROCEEDINGS AT GENERAL MEETINGS

Quorum

- 12.1 Business may not be transacted at any general meeting unless a quorum of shareholders is present at the time when the meeting proceeds to business. Three shareholders (including any proxy, attorney or Representative for a shareholder) constitute a quorum in all cases. A shareholder placing a direct vote under clause 12.20 is not taken into account in determining whether or not there is a quorum at a general meeting.

Effect of no quorum

- 12.2 If a quorum is not present within 30 minutes from the notified starting time for the meeting:
- 12.2.1 where the meeting was convened on the requisition of shareholders, the meeting is cancelled;
 - 12.2.2 in any other case, the meeting is postponed to the same place on the same day and at the same time the following week, or to any other time and place chosen by the directors. If a quorum is not present within 30 minutes after the starting time of the postponed meeting, it is cancelled.

Chairperson of directors

- 12.3 The chairperson elected as chairperson of directors meetings, or in the chairperson's absence, the deputy chairperson (if any), shall preside as chairperson at every general meeting.

Vacancy in chairperson

- 12.4 Where a general meeting is held and:
- 12.4.1 no person has been elected as a chairperson of directors; or
 - 12.4.2 neither the chairperson nor the deputy chairperson is present within 15 minutes after the time appointed for the holding of the meeting or is unwilling to act,
- the shareholders present must elect one of their number to be chairperson of the meeting.

Adjournment

- 12.5 The chairperson may at any time adjourn a meeting with the meeting's consent. The chairperson must adjourn a meeting if the meeting votes to adjourn it. The only business that can be transacted at an adjourned meeting is the unfinished business from the original meeting.

Notice where a meeting is adjourned for 30 days

- 12.6 When a meeting is adjourned for 30 days or more, notice of the adjourned meeting must be given in the same manner as the original meeting.

Form of notice for adjourned meeting

- 12.7 Except as provided by clause 12.6, it is not necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

Right to discuss the management of the Company

- 12.8 The chairperson of a meeting of shareholders must allow a reasonable opportunity for shareholders at the meeting to question, discuss or comment on the management of the Company. Directors of the Company must answer shareholders' questions if they are capable of doing so.

Voting on show of hands

- 12.9 Notwithstanding any other clause in this constitution (but subject to the Corporations Act 2001 (Cth)), at any general meeting a resolution put to the vote of the meeting must be decided by a poll (and not a show of hands) if:

12.9.1 the notice of the meeting sets out an intention to propose the resolution and stated the resolution;

12.9.2 the Company has given notice of a shareholders' resolution under the Corporations Act 2001 (Cth); or

12.9.3 a poll is demanded.

- 12.10 If clause 12.9 does not apply, a resolution put to the vote of a meeting may be decided by a show of hands. A declaration by the chairperson that a resolution or a show of hands has been carried or carried unanimously, or by a particular majority, or lost, must be made in the minutes of the meeting.

- 12.11 An entry recording the chairperson's declaration of voting in the book containing the minutes of the proceedings of the Company is conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

Poll

- 12.12 A poll may be demanded:

12.12.1 by the chairperson;

12.12.2 by at least five shareholders entitled to vote on the resolution; or

12.12.3 by shareholders with at least 5% of the votes that may be cast on the resolution on a poll;

and on a poll, each shareholder entitled to vote is entitled to one vote for each share held or a fraction of a vote for a share on which payment remains owing. That fraction will be equal to the proportion which the amount paid (not credited) relates to the total amounts paid and payable (excluding amounts credited). Amounts paid in advance of a call are to be ignored.

- 12.13 A poll demanded on the election of a chairperson or on a question of adjournment must be taken immediately.
- 12.14 A poll demanded on any other subject is to be taken in such manner and either at once or after an interval or adjournment or otherwise as the chairperson directs. The result of the poll is the resolution of the meeting at which the poll was demanded.
- 12.15 A demand for a poll may be withdrawn.
- 12.16 A poll may be demanded before a vote is taken or in the case of a vote taken on a show of hands, immediately before or immediately after, the results of the vote are taken.

Chairperson's vote

- 12.17 If the votes are equal, whether on a show of hands or on a poll, the chairperson of the meeting at which the show of hands takes place or at which the poll is demanded is not entitled to a second or casting vote.

Proxy holders, attorney and Representatives voting rights

- 12.18 Subject to the Listing Rules, any rules prescribed by the directors pursuant to clause 12.20, and any rights or restrictions for the time being attached to any class or classes of shares:
- 12.18.1 at meetings of shareholders or classes of shareholders each shareholder entitled to vote may vote in person or by proxy, attorney or Representative or by lodging a direct vote in accordance with 12.20;
- 12.18.2 on a show of hands every shareholder present in person or by proxy, attorney or Representative has one vote in respect of the total number of shares carrying the right to vote held by that shareholder;
- 12.18.3 on a poll every shareholder present in person or by proxy, attorney or Representative has one vote for each share carrying the right to vote held by that shareholder; and
- 12.18.4 on a poll every shareholder who has duly lodged a valid direct vote in respect of the relevant resolution under clause 12.20 has one vote for each share carrying the right to vote held by that shareholder.
- 12.19 A proxy, attorney or Representative need not be a shareholder of the Company.

Direct voting

- 12.20 The directors may determine that at any meeting of shareholders or class meeting, a shareholder who is entitled to attend and vote on a resolution at that meeting is entitled to a direct vote in respect of that resolution. A 'direct vote' includes a vote delivered to the Company by post, fax or other electronic means approved by the directors. The directors may prescribe regulations, rules and procedures in relation to direct voting, including specifying the form, method and timing of giving a direct vote at a meeting in order for the vote to be valid.

Treatment of direct votes

- 12.21 A direct vote on a resolution at a meeting in respect of a share cast in accordance with clause 12.20 is of no effect and will be disregarded:

- 12.21.1 if, at the time of the resolution, the person who cast the direct vote is not entitled to vote on the resolution in respect of the share or would not be entitled to vote on the resolution in respect of the share if the person were present at the meeting at which the resolution is considered;
- 12.21.2 if, had the vote been cast in person at the meeting at which the resolution is considered, the vote would not be valid or the Company would be obliged to disregard the vote;
- 12.21.3 subject to any rules prescribed by the directors, if the person who cast the direct vote is present in person at the meeting at the time the resolution is considered; and
- 12.21.4 if the direct vote was cast otherwise than in accordance with any regulations, rules and procedures prescribed by the directors under clause 12.20.

Multiple votes

- 12.22 Subject to any rules prescribed by the directors, if the Company receives a valid direct vote on a resolution in accordance with clause 12.20 and clause 12.21 and, prior to, after or at the same time as receipt of the direct vote, the Company receives an instrument appointing a proxy, attorney or Representative to vote on behalf of the same shareholder on that resolution, the Company may regard the direct vote as effective in respect of that resolution and disregard any vote cast by the proxy, attorney or Representative on the resolution at the meeting.

Votes of joint holders

- 12.23 If shares are held jointly, only one of the joint holders may vote. If more than one of the joint holders tenders a vote, the vote of the holder whose name in respect of those shares appears first in the register of shareholders is to be treated as the only vote in relation to those shares.

Incapacity

- 12.24 This clause applies where a shareholder is of unsound mind or is a person whose person or estate is liable to be dealt with under the law relating to mental health. The shareholder's committee or trustee or such other person as properly has the management of the shareholder's estate may exercise any rights of the shareholder in relation to a general meeting as if the committee, trustee or other person were the shareholder.

Disentitlement to vote

- 12.25 A shareholder is not entitled to vote at a general meeting in respect of a share held by the shareholder unless all calls and other sums presently payable by the shareholder in respect of the share have been paid.
- 12.26 If the Company is Listed and a holder of Restricted Securities breaches a Restriction Agreement or a provision of this constitution restricting a disposal of those securities, the holder will not be entitled to any dividend or distribution, or to exercise any voting rights, in respect of those Restricted Securities for so long as the breach continues. However, those Restricted Securities shall not be treated or taken to be a separate class of share for any purpose.

Objection to voter

- 12.27 An objection may be raised to the qualification of a voter only at the meeting or adjourned meeting at which the vote objected to is cast.
- 12.28 Any objection is to be referred to the chairperson of the meeting, whose decision is final and a vote not disallowed by the chairperson is valid for all purposes.

Appointment of proxy

- 12.29 An instrument appointing a proxy must be in writing signed by the appointor or an attorney duly authorised in writing or, if the appointor is a body corporate, signed by a duly authorised officer or attorney.
- 12.30 Instruments appointing a proxy may specify the manner in which the proxy is to vote in respect of a particular resolution and in that event the proxy is not entitled to vote on the resolution except as specified in the instrument.
- 12.31 An instrument appointing a proxy is taken to confer authority to demand or join in demanding a poll.
- 12.32 There is no required form of proxy. The board may from time to time approve a form for use at a particular meeting.

Lodgement of proxy

- 12.33 A document appointing a proxy (and any power of attorney under which it is signed, or a certified copy of that power) must be received by the Company at least 48 hours before the time of the meeting. If the document is not received on time, the proxy cannot vote at the meeting.
- 12.34 A document appointing a proxy is taken to be received when it is received at any of the following:
 - 12.34.1 the Company's registered office; or
 - 12.34.2 a fax number at the Company's registered office; or
 - 12.34.3 a place, fax number or electronic address specified for the purpose in the notice of meeting.

Incomplete and unclear proxy

- 12.35 If the Company receives an instrument or form appointing a proxy, attorney or Representative from a shareholder and the directors consider that it is not properly executed or authenticated, or is incomplete or unclear:
 - 12.35.1 if the name, or the name of the office, of the proxy, attorney or Representative, is not filled in or is unclear, then the proxy, attorney or Representative of that shareholder is the person specified by the Company in the instrument or form or if no person is specified, the chairperson of that meeting;
 - 12.35.2 if the instrument or form has not been duly signed or authenticated, the Company may return the instrument or form to the appointing shareholder and request the shareholder sign or authenticate the instrument or form and return it to the Company within a period determined by the directors (which may occur

later than the time specified in the notice of meeting for the receipt of proxy appointments); and

- 12.35.3 if the instrument or form is otherwise unclear or incomplete, the Company may:
- (a) by oral or written communication, clarify with the shareholder any instruction on the appointment; and
 - (b) complete or amend the contents of any instrument or form to reflect the clarification in the instructions received from the shareholder (which may occur later than the time specified in the notice of meeting for the receipt of proxy appointments) and the shareholder appoints the Company as its attorney for this purpose.

Effect of proxy vote

- 12.36 A vote given according to an instrument of proxy or of a power of attorney is valid if no notice in writing of the death, unsoundness of mind, revocation of the instrument or authority or any sale of the relevant share has been received by the Company at the registered office before the commencement of the meeting or adjourned meeting at which the said instrument is acted upon.

Decisions

- 12.37 A decision of a general meeting may not be impeached or invalidated on the ground that a person voting at the meeting was not entitled to do so.

Conduct of general meetings

- 12.38 The chairperson of a general meeting (including any person acting with the authority of the chairperson):
- 12.38.1 has charge of the general conduct of the meeting and the procedures to be adopted in relation to or at the meeting;
 - 12.38.2 may require any person wishing to attend the meeting to comply with searches, restrictions or other security arrangements considered appropriate;
 - 12.38.3 may refuse admission to a person or require a person to leave and not return to a meeting if the person:
 - (a) refuses to permit examination of any article in the person's possession;
 - (b) is in possession of an electronic recording device, placard or banner or other article, which the chairperson considers to be dangerous, offensive or liable to cause disruption;
 - (c) causes any disruption to the meeting; or
 - (d) was not entitled to notice of the meeting,
 - 12.38.4 if there is insufficient room at the meeting venue, may arrange another or a second venue (without giving notice or putting the matter to a vote);
 - 12.38.5 may require the adoption of any procedure which is in the chairperson's opinion necessary or desirable for proper and orderly debate or discussion and the proper and orderly casting or recording of votes at the general meeting;

- 12.38.6 may determine that a vote (including a direct vote) be disregarded and treated as not having been cast (without requiring that the matter be put to a vote), if a person purports to cast a vote (including a direct vote) at or for the purposes of a general meeting in contravention of the Corporations Act 2001 (Cth) or Listing Rules;
- 12.38.7 subject to the Corporations Act 2001 (Cth), may refuse to allow any amendment to be moved to a resolution set out in the notice of that meeting or any business to be transacted unless the general nature of the business is stated in the notice calling the meeting;
- 12.38.8 may withdraw from consideration by the meeting any resolution that is set out in the notice of that meeting (other than those requisitioned by shareholders or required by law); and
- 12.38.9 subject to the Corporations Act 2001 (Cth), may terminate discussion or debate on any matter whenever the chairperson considers it necessary or desirable for the proper conduct of the meeting.

12.39 The chairperson may delegate the powers conferred by this clause to any person they think fit.

12.40 A decision by the chairperson under clauses 12.38-12.40 (including any person acting with the chairperson's authority) is final.

Auditor's right to be heard

12.41 The auditor of the Company from time to time is entitled to:

- 12.41.1 attend any general meeting of the Company;
- 12.41.2 be heard at any general meeting of the Company on any part of the business of the meeting that concerns the auditor in their capacity as auditor, even if:
 - (a) the auditor retires at the general meeting; or
 - (b) shareholders pass a resolution to remove the auditor from office; and
- 12.41.3 authorise a person in writing to attend and speak at any general meeting as the auditor's representative.

13 APPOINTMENT, REMOVAL AND REMUNERATION OF DIRECTORS

Minimum and maximum number of directors

13.1 The minimum number of directors is three and the maximum number of directors is nine.

Change to numbers of directors

13.2 The Company may by resolution increase or decrease the minimum and maximum number of directors but the minimum must never be less than three.

Period of office

13.3 Each of the directors will hold office until the director vacates the office or is removed under this constitution.

Retirement by rotation

- 13.4 A director (excluding the managing director) must not hold office (without re-election) past the third annual general meeting following the director's appointment or three years, whichever is longer.
- 13.5 At each annual general meeting one-third of the directors (except for the managing director) or, if their number is not three or a multiple of three, then the number nearest but not exceeding one-third, shall retire from office by rotation. The directors to retire in every year shall be those who have been longest in office since their last election but as between persons who became directors on the same day shall (unless they otherwise agree between themselves) be determined by lot. Nothing in this clause shall prevent any other directors from retiring at an annual general meeting and seeking re-election.
- 13.6 The retiring directors shall be eligible for re-election.
- 13.7 The Company at any general meeting at which any directors retire may fill the vacated offices. A person (other than a director who retires by rotation) is not eligible to be appointed as a director at a general meeting unless notice of nomination of the person to be a director is given to the Company 35 Business Days before the general meeting, or 30 Business Days before the general meeting if shareholders have requested the directors to call the meeting. The nomination must state the person is to be nominated and must include written consent of the person to be a director. If directors may be elected at a meeting and the Company is Listed, the Company must tell the ASX the date of the meeting at least five Business Days before the closing date for receipt of nominations for directors.

Retiring directors to remain in office until successors appointed

- 13.8 If, at any general meeting at which an election of directors ought to occur, the places of the retiring directors are not filled, the retiring directors or any who have not had their places filled shall be deemed to have been re-elected and shall, if willing, continue in office until the next annual general meeting and so on from year to year until their places are filled unless:
- 13.8.1 it is determined at the meeting to reduce the number of directors;
- 13.8.2 it is resolved at the meeting not to fill the vacated offices;
- 13.8.3 in any case, the resolution for re-election of a director is put to the meeting and lost; or
- 13.8.4 the director has given notice in writing to the Company that he or she is not willing to be re-elected.

Casual vacancy

- 13.9 The directors have power at any time to appoint any person to be a director either to fill a casual vacancy or as an addition to the existing directors. That director will hold office until the end of the next annual general meeting of the Company when the director may be re-elected but will not be taken into account in determining the number of directors who must retire by rotation. The directors must not make an appointment so that the total number of directors at any time exceeds the maximum number fixed in accordance with this constitution.

Removal by shareholders

- 13.10 The shareholders may, in accordance with the Corporations Act 2001 (Cth), by resolution remove any director from office but not so as to have fewer than the minimum number of directors fixed in accordance with this constitution. The shareholders may appoint another director at the same meeting to replace the director removed. The replacement director must retire at the next annual general meeting and will be eligible for re-election but will not be taken into account in deciding the directors who must retire by rotation.

Appointment by shareholders

- 13.11 The shareholders may by resolution appoint any person as a director but not so as to exceed the maximum number of directors fixed in accordance with this constitution.

Directors' fees and remuneration

- 13.12 The directors shall be entitled to receive remuneration for their services as directors. Any increase in the total amount of remuneration (excepting the remuneration of any Executive Director) must be approved by the Company in general meeting. Unless otherwise directed by the resolution approving the remuneration, the sum is to be divided among the directors in any proportions as the directors may resolve from time to time, or failing agreement, equally. If a director holds office for less than the whole of the relevant period in respect of which the remuneration is paid, that director is only entitled to receive remuneration in proportion to the time during the period for which the director has held office.
- 13.13 The remuneration of any Executive Director may be fixed by the directors and may be by way of salary or commission or participation in profits or by all or any of those modes, but may not be by a commission or percentage of operating revenue.

Directors' expenses

- 13.14 The directors shall also be entitled to be repaid all travelling, hotel and other expenses reasonably incurred by them respectively in connection with the performance of their duties as directors, including their expenses of travelling to and from board meetings, committee meetings or general meetings or otherwise incurred whilst engaged in the business of the Company or in the discharge of their duties as directors.

Special remuneration

- 13.15 The directors may grant special remuneration to any director who performs any special or extra services for or at the request of the Company. Any special remuneration may be made payable to a director in addition to or in substitution for the director's ordinary remuneration.

Increase in fees

- 13.16 The aggregate sum of directors' fees paid by the Company (or any entity with which it is associated) to its directors shall not be increased without the prior approval of shareholders. The notice convening the meeting must include the amount of the increase in the aggregate sum and the maximum sum that may be paid following the increase.

No share qualification

- 13.17 A director need not be a shareholder in the Company.

Vacation of office

- 13.18 In addition to the circumstances in which the office of a director becomes vacant, a director ceases to hold office immediately upon any of the following happening:
- 13.18.1 the director becomes bankrupt;
 - 13.18.2 the director becomes mentally unfit to hold office, or the director or his or her affairs are made subject to any law relating to mental health or incompetence;
 - 13.18.3 the director resigns by giving the Company written notice;
 - 13.18.4 the director becomes disqualified by law from being a director; or
 - 13.18.5 without the consent of the other directors, the director is absent from meetings of directors for a continuous period of six months.

14 POWERS AND DUTIES OF DIRECTORS

General power of management

- 14.1 The business of the Company is managed by the directors who may pay all expenses incurred in promoting and forming the Company, and may exercise all such powers of the Company as are not required to be exercised by the Company in general meeting provided that the board of directors may not sell the Company's main undertaking or pay remuneration to a director in connection with such a sale without the approval of or ratification by a general meeting.

Borrowing powers

- 14.2 Without limiting clause 14.1, the directors may exercise all the powers of the Company to borrow money, to charge any property or business of the Company or all or any of its uncalled capital and to issue debentures or give any other security for a debt, liability or obligation of the Company or of any other person.

Options

- 14.3 Without prejudice to the general powers conferred by this constitution, the directors may give to any person the right or option of requiring an allotment of a share to the person at a future date on terms to be determined by the directors.

Negotiable instruments

- 14.4 At least two directors may sign, draw, accept, endorse or otherwise execute a negotiable instrument unless the directors resolve otherwise.

15 PROCEEDINGS OF DIRECTORS

Quorum

- 15.1 The directors may meet together for the dispatch of business and adjourn and otherwise regulate their meetings as they think fit. Unless otherwise determined, three directors is a quorum. An alternate director shall be counted for quorum purposes as a separate director unless the alternate is another director. The alternate may only be counted once if the person is an alternate for more than one director.

Convening of meetings

- 15.2 A director may at any time, and a secretary must on the requisition of a director, convene a meeting of the directors. Notice of meetings must be given to each director. Notice may be given by telephone, facsimile, electronically or by any other method agreed by the directors.

Written resolutions

- 15.3 If a document containing a statement that the signatories to it are in favour of an identified resolution is signed by a majority of the directors (or the members of a committee) entitled to vote on the resolution, a resolution in those terms shall be deemed to have been passed at a meeting of the board (or of the committee) held at the time at which the document was last signed, provided that the persons signing the statement would constitute a quorum at such a meeting.

- 15.4 For the purposes of clause 15.3:

- 15.4.1 two or more separate documents containing statements in identical terms each of which is signed by one or more directors shall together be deemed to constitute one document;
- 15.4.2 a reference to the directors or committee members does not include a reference to an alternate director, in the capacity as such, whose appointer has signed the document, but an alternate director may sign the document in the place of his appointer; and
- 15.4.3 a facsimile, e-mail or other electronic communication received by the Company and expressed to have been sent for and on behalf of a director or alternate director shall be deemed to be signed by that director or alternate director at the time of its receipt by the Company.

Telephone and other meetings

- 15.5 While the directors may regulate their meetings as they think fit, a meeting of directors or committee of directors may be held where one or more of the directors is not physically present at the meeting, where:
- 15.5.1 all persons participating in the meeting can communicate with each other instantaneously whether by telephone or other form of communication;
- 15.5.2 notice of the meeting is given to all directors entitled to notice according to the usual procedures determined by the directors for the giving of notice and such notice does not specify that directors are required to be present in person;
- 15.5.3 if a failure in communications prevents clause 15.5.1 from being satisfied by that number of directors which constitutes a quorum, then the meeting is suspended until clause 15.5.1 is satisfied again. If clause 15.5.1 is not satisfied within 15 minutes from the time the meeting was interrupted, the meeting is deemed to have terminated; and
- 15.5.4 any meeting held where any director is not physically present is treated as held at the place specified in the notice of meeting if a director is present there. If no director is so present, the meeting is treated as held at the place where the chairperson of the meeting is located.

Decisions of the directors

- 15.6 Questions arising at any meeting of directors shall be decided by a majority of votes cast by directors present at the meeting. A determination of a majority of directors is for all purposes taken to be a determination of the directors. If the votes are equal, the chairperson of the meeting shall not have a second or casting vote.

Appointment of alternate director

- 15.7 A director may, with the approval of a majority of the other directors, appoint an individual to be an alternate director for him or her for any period, providing the alternate director has previously consented in writing to act. An alternate director may exercise any of the powers of the director appointing him or her, does not have to have a share qualification and is subject to all of his or her appointor's obligations. The alternate is entitled to be notified of directors meetings and to attend and vote at them as a director, but only if the appointing director is not present or not voting. An alternate director may also be a director and may act as alternate to more than one director.

Ending of appointment of alternate director

- 15.8 An alternate director ceases to hold office immediately upon any of the following happening:
- 15.8.1 the director who appointed the alternate director ceases to be a director;
 - 15.8.2 the director who appointed the alternate director ends the appointment by giving the alternate director a written notice signed by the director;
 - 15.8.3 the period of the appointment ends; or
 - 15.8.4 anything happens that would result in the alternate director ceasing to be a director if he or she were a director.

Authority to act where vacancy

- 15.9 If there is a vacancy in the office of a director, the remaining directors may act. If the number of remaining directors is less than the number required to constitute a quorum at a meeting of directors, the directors may act only for the purpose of increasing the number of directors to a number sufficient to constitute a quorum or to convene a general meeting of the Company.

Chairperson

- 15.10 The directors must elect one of their number as chairperson of their meetings and determine the period of office of the chairperson.

Substitute chairperson

- 15.11 Where a meeting of the directors is held and:
- 15.11.1 a chairperson has not been elected as provided; or
 - 15.11.2 the chairperson is not present within 10 minutes after the time appointed for the holding of the meeting or is unwilling to act,
- the directors present may elect one of their number to be chairperson of the meeting.

Delegation of powers and committee of directors

- 15.12 The directors may delegate any of their powers to any persons they select for any period, to be exercised for any objects and purposes on any terms and subject to any conditions and restrictions as they think fit, and may revoke, withdraw, alter or vary the delegation of any of those powers.
- 15.13 The powers of delegation expressly or impliedly conferred by this constitution on the directors are conferred in substitution for, and to the exclusion of, the power conferred by section 198D of the Corporations Act 2001 (Cth).
- 15.14 Without limiting clause 15.12, the directors may delegate any of their powers to a committee or committees of directors consisting of at least two directors.
- 15.15 A committee must exercise the powers delegated to it according to any directions of the directors and any power so exercised is deemed to have been exercised by the directors.
- 15.16 The members of such a committee may elect one of their number as chairperson of their meetings.
- 15.17 Where a meeting is held and:
- 15.17.1 a chairperson has not been elected as provided by clause 15.16; or
 - 15.17.2 the chairperson is not present within 10 minutes after the time appointed for the holding of the meeting or is unwilling to act,
- the members present must elect one of their number to be chairperson of the meeting.

Regulation of committee of directors

- 15.18 A committee of the directors may meet and adjourn as it thinks fit.

Determination by majority vote

- 15.19 A question arising at a meeting of a committee must be determined by a majority of votes of the members present and voting.

No casting vote

- 15.20 If the votes are equal, the chairperson of a committee shall not have a second or casting vote.

Defects in appointments

- 15.21 All acts done by any meeting of the directors or of a committee of directors or by any person acting as a director are deemed to be valid as if all persons had been duly appointed and were qualified to be a director or a member of the committee.

Disqualification

- 15.22 Clause 15.21 operates even if it is afterwards discovered there was some defect in the appointment of a person to be a director or a member of the committee, or to act as a director, or that person so appointed was disqualified.

Director's personal interests

- 15.23 A director may be employed by, or contract with, the Company and may be employed by any other company in which the Company owns shares or has an interest. A director may be a director or officer of that other company. However, a director cannot be employed as

the Company's or that other company's auditor. A director is not required to account to the Company for any profit arising from his or her employment by, or contracting with, the Company.

Declaration of interests

- 15.24 A director who has a material personal interest in a matter that relates to the affairs of the Company must give the other directors notice of the interest if required to do so under the Corporations Act 2001 (Cth).

Participation where directors interested

- 15.25 A director may be present and may vote on a matter before the board if and to the extent they are permitted to do so under the Corporations Act 2001 (Cth). If there are not enough directors to form a quorum as a result of a director having an interest which disqualifies them from voting then one or more of the directors (including those who have the disqualifying interest in the matter) may call a general meeting of the Company and the general meeting may pass a resolution to deal with the matter.

Failure to disclose

- 15.26 A director's failure to make disclosure under this clause does not render void or voidable a contract or arrangement in which the director has a direct or indirect interest.

Directors of related corporations

- 15.27 A director is deemed to be not interested in any contract or arrangement where the only personal interest of the director arises because the director is also a director of a corporation which is taken to be related to the Company by the Corporations Act 2001 (Cth).

Interested director may attest Seal

- 15.28 A director may attest the affixing of the Seal (if any) to any document or execute any document as a director of the Company relating to a contract or arrangements in which the director has an interest.

Director's guarantee

- 15.29 A director is not taken to be interested in any contract or proposed contract relating to any loan to the Company by reason only that the director has guaranteed or proposed to guarantee jointly or severally the repayment of the loan.

Partnership/other interests

- 15.30 If, because a director is a member of a partnership, or a director or shareholder of another company, or is in a position to control another entity, he or she will be personally interested in any of the Company's contracts or arrangements with that partnership, company or entity, he or she may give the other directors a written notice declaring his or her relationship to that partnership, company or entity and his or her consequent interest in all contracts or arrangements with it. The notice is a sufficient declaration of interest in relation to any future contracts or arrangements with that partnership, company or entity.

Directors aware of interest

- 15.31 If all other directors are aware that a director is a member of a partnership, or a director or shareholder of another company, or is in a position to control another entity, that fact has

the same effect as if the director had given the other directors written notice under clause 15.30 at the time all of them as a group first became aware of it.

15.32 **Entity** includes a trust or other entity whether it is a legal person or not. The following are examples of a director being in a position to control an entity:

15.32.1 the director is the appointor of a trust and has power to remove the trustee;

15.32.2 the director is the sole trustee of a trust; or

15.32.3 the trustee or trustees of a trust are accustomed to act in accordance with the wishes of the director.

16 EXECUTIVE DIRECTORS

Appointment

16.1 The directors may appoint a director to be managing director on the terms and for the length of time that they consider appropriate. The directors may give the managing director any of the powers they can exercise. They may also impose any limitations on the exercise of those powers, and may withdraw or alter the powers they have conferred.

16.2 The directors may also appoint a director to any other full-time or substantially full-time executive position in the Company on such terms as they think fit.

Cessation of appointment

16.3 An Executive Director's appointment ends immediately if any of the following happen:

16.3.1 he or she ceases to be a director;

16.3.2 the directors end the appointment by written notice, provided that they comply with any agreement relating to the ending of the appointment; or

16.3.3 the period of the appointment ends.

Remuneration

16.4 An Executive Director, subject to any agreement entered into in a particular case, may receive such remuneration as the directors determine.

Powers of managing director

16.5 Any powers of the directors conferred on the managing director may be concurrent with or to the exclusion of the powers of the directors.

17 SECRETARY

17.1 A secretary of the Company holds office on the conditions as to remuneration and otherwise as the directors determine.

18 SEAL

Directors may elect to adopt a Seal

18.1 The directors may adopt a Seal.

Safe custody of Seal

18.2 If the directors adopt a Seal, they must provide for the safe custody of the Seal.

Authority to use Seal

18.3 Where a Seal has been adopted:

18.3.1 the Seal may only be used with the authority of the directors, or of a committee of the directors authorised by the directors to authorise the use of the Seal; and

18.3.2 every document to which the Seal is affixed must 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.

Where no Seal is adopted

18.4 If the directors do not adopt a Seal or resolve to no longer require its use, documents may be executed in the name of the Company in the manner provided by the Corporations Act 2001 (Cth).

19 MINUTES

Minutes of meetings

19.1 The directors must cause minutes to be made of:

19.1.1 all appointments of Officers made by the directors;

19.1.2 the names of the directors present at each meeting of the directors and of committees formed by the board; and

19.1.3 all resolutions and proceedings at all meetings of the Company, the directors and any committees.

19.2 The directors must cause all minutes, except resolutions in writing, to be signed by the chairperson of the meeting at which the proceedings took place or by the chairperson of the next succeeding meeting.

19.3 Any minutes shall be conclusive evidence of proceedings if they purport to be signed by the chairperson of the meeting at which the proceedings were held or by the chairperson of the next succeeding meeting. Minutes shall be kept by the Company secretary at the registered office of the Company.

19.4 The directors must comply with the provisions of the Corporations Act 2001 (Cth) in regard to keeping a register of shareholders and to the production and furnishing of copies of or extracts from such register.

20 RECORDS

Records

20.1 The directors must determine whether and on what conditions the accounting records and other documents of the Company or any of them are open to the inspection of shareholders other than directors. A shareholder other than a director does not have the

right to inspect any document of the Company except as provided by the Corporations Act 2001 (Cth) or authorised by the directors or by the Company in general meeting.

Keeping records

- 20.2 The directors must ensure that proper accounting and other records are kept, and all accounts and other documents are distributed in accordance with the requirements of the Corporations Act 2001 (Cth).

21 POWERS OF ATTORNEY

Powers of attorney

- 21.1 The directors may grant a power of attorney to another person to act on behalf of the Company. The power of attorney must state each of the following:
- 21.1.1 the powers and discretions that the attorney may exercise;
 - 21.1.2 the duration of the power; and
 - 21.1.3 any conditions on its exercise.
- 21.2 The document may also contain any provisions to protect people dealing with the attorney that the directors consider appropriate.

Limits on power

- 21.3 The powers conferred on an attorney cannot exceed the powers of the directors. The attorney may be authorised to delegate any of the powers conferred on him or her.

22 AUDITOR

- 22.1 The Company must appoint and may only remove an auditor in accordance with the Corporations Act 2001 (Cth).

23 DIVIDENDS AND RESERVES

Determination of dividends

- 23.1 Subject to the Corporations Act 2001 (Cth), this constitution and the terms of issue or rights of any shares with special rights to dividends, the directors alone may determine that a dividend is payable to shareholders, fix the amount and time for payment and authorise the payment or crediting by the Company to, or at the direction of, each shareholder entitled to that dividend. The directors may at any time revoke, rescind or alter any such determination before payment is made.

Interim dividends

- 23.2 The directors may determine interim dividends. Nothing contained in this clause shall prevent the Company from carrying any profits forward.

Source of dividends

- 23.3 No dividend may be determined or paid except as allowed by the Corporations Act 2001 (Cth). No interest is payable in respect of dividends.

Reserves

- 23.4 Before paying a dividend to shareholders, the directors may set aside any amount that they consider appropriate which may be used in any way, including being invested or used in the Company's business or invested in investments selected by the directors (and the directors may vary and deal with those investments as they decide) and/or carry forward any amount which the directors decide not to distribute or to transfer to a reserve.

Entitlement to dividends

- 23.5 Subject to clause 12.26, all dividends are apportioned and paid proportionately to the amounts paid or credited as paid on the shares in proportion to the relevant issue price for the shares. This regulation is subject to the rights of persons (if any) entitled to shares with special rights as to dividends.

Ranking of dividends

- 23.6 Where any share is issued on conditions providing that it ranks for dividend as from a particular date, that share ranks for dividend accordingly.

Amounts advanced on shares

- 23.7 An amount paid or credited as paid on a share in advance of a call is not taken to be paid or credited as paid on the share under this clause.

Deduction from dividends of money owing

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

Payment of dividends by distribution of property

- 23.9 The directors may direct payment of the dividend wholly or partly by the distribution of specific assets, including paid up shares in, or debentures of, any other corporation.

- 23.10 Where the Company pays a dividend, reduces its share capital or makes any other distribution (whether of income or capital) by way of a transfer of securities in another corporation or entity:

23.10.1 each shareholder entitled to receive the securities consents to becoming a shareholder of the company or entity whose shares or securities are distributed and agrees to be bound by the constitution of that company or entity; and

23.10.2 the Company is authorised to act for and on behalf of every shareholder who is the intended recipient of any distribution in kind of the Company's assets from time to time. The Company's authority to act in this way is limited to doing only those acts or things reasonably required to transfer or vest title in the assets to the intended recipient shareholders and for no other purpose. For the avoidance of doubt, the Company may sign any consent, transfer or approval or enter into any agreement including an agreement to become a shareholder of any company on behalf of any shareholder. The Company is not, and will not become, liable to any shareholder for anything the Company lawfully does or fails to do under this authority including, without limitation, the payment of any stamp duty or other taxes arising as a result of effecting, or attempting to effect, any such transfer or vesting.

Directors to settle differences

- 23.11 Where a difficulty arises in regard to a distribution under clause 23.9 the directors may settle the matter as they consider expedient. For this purpose, the directors may fix the value for distribution of the specific assets or any part of those assets and may determine that cash payments are to be made to any shareholders on the basis of the value so fixed in order to adjust the rights of all parties, and may vest any such specific assets in trustees as the directors consider expedient.

Payment of dividends by cash

- 23.12 A dividend (or other amount) payable to a shareholder may be paid by direct payment to the shareholder's bank account (nominated by the shareholder or joint holders of shares and acceptable by the Company), or by a cheque or warrant posted to any of the following:

- 23.12.1 the shareholder's registered address;
- 23.12.2 the registered address of the joint holder of shares who is named first on the register of shareholders; or
- 23.12.3 an address and person nominated by the holder or joint holders of the shares.

- 23.13 Without limiting clause 23.15, if the directors decide to make a payment in accordance with clause 23.12, the cheque is sent at the shareholder's risk and any cheque not presented for payment within 1 year may be cancelled by the Company and the monies will be taken to be an unclaimed dividend and clause 23.15 will apply.

- 23.14 Without limiting clause 23.15, if the directors decide to make payment to the shareholder's bank account under clause 23.12 if the electronic funds transfer is unsuccessful as a result of incorrect payment details being provided by or on behalf of a shareholder, the monies will be taken to be an unclaimed dividend and clause 23.15 will apply.

Unclaimed dividends or other distributions

- 23.15 Unclaimed dividends or other distributions may be invested (including in shares in the Company in the name of the shareholder) or dealt with by the directors as they think fit for the benefit of the Company until claimed, or until required to be dealt with in accordance with any law relating to unclaimed moneys.

Transfers

- 23.16 A transfer of shares shall not pass the right to any dividend or bonus declared on the share before registration of the transfer.

Authority to capitalise profits

- 23.17 The directors may resolve to capitalise any part of the Company's profit. If they do that, they must not pay the amount in cash, but must use it to benefit those shareholders who are entitled to dividends in the proportions that would apply if the entire amount of the profits to be capitalised were a dividend. The benefit must be given in one of the following ways:

- 23.17.1 paying up the amounts unpaid on the shareholder's shares; or
- 23.17.2 issuing shares or debentures of the Company to the shareholder.

23.18 The amount capitalised must be applied for the benefit of shareholders in the proportions in which the shareholders would have been entitled to dividends if the amount capitalised had been distributed as a dividend. If fractions of shares or debentures are initially allocated, the directors may, in their discretion:

23.18.1 issue fractional certificates in the case of unquoted securities;

23.18.2 pay the shareholder the cash equivalent of the fraction; or

23.18.3 round up or down the final allocation.

24 SERVICE OF DOCUMENT

Writing requirement

24.1 Unless expressly stated otherwise in this constitution, all notices, certificates, statements, demands, appointments, directions and other documents referred to in this constitution must be in writing.

Method

24.2 Subject to the Corporations Act or Listing Rules, a document may be given by the Company to any shareholder either:

24.2.1 by serving it on the shareholder personally;

24.2.2 by sending it by post to the shareholder at his, her or its address as shown in the register of shareholders or the address supplied by the shareholder to the Company for the giving of notices to the shareholder;

24.2.3 transmitting it to the fax number supplied by the shareholder to the Company for the giving of notices to the shareholder;

24.2.4 sending the recipient sufficient information in physical form to allow the recipient to access the document electronically;

24.2.5 sending the document in electronic form by means of an electronic communication;

24.2.6 sending the recipient sufficient information in electronic form, by means of an electronic communication, to allow the recipient to access the document electronically; or

24.2.7 any other means permitted by the Corporations Act or any other applicable law from time to time.

24.3 Overseas shareholders may receive notices by air mail, air courier, facsimile transmission, electronic mail or any other way that ensures it will be received promptly after it is sent.

Deemed receipt

24.4 Where a document is sent by post, service of the notice is deemed to be effected by properly addressing, prepaying, and posting a letter containing the notice, and to have been effected, in the case of a notice of a meeting, on the day after the date of its posting. Notices sent by electronic means in accordance with clause 24.2 are taken to have been given and received on the date of their transmission.

Service to joint holders

- 24.5 A document may be given by the Company to the joint holders of a share by giving the notice to the joint holder first named in the register of shareholders in respect of the share.

Notice in case of death or bankruptcy

- 24.6 A notice may be given by the Company to a person entitled to a share in consequence of the death or bankruptcy of a shareholder by serving it on the person personally or by sending it to the person by post. A notice sent by post must be addressed by name, or by the title of representative of the deceased or assignee of the bankrupt, or by any like description, at the address (if any) supplied for the purpose by the person or, if such an address has not been supplied, at the address to which the notice might have been sent if the death or bankruptcy had not occurred.

Deemed notice to uncontactable shareholders

- 24.7 If a shareholder does not have an address in the register of shareholders, or has not nominated an alternative address, or if the Company reasonably believes that a shareholder is not known at the shareholder's address in the register of shareholders or any alternative address provided, a notice is taken to be given to the shareholder if the notice is available for inspection at the registered office of the Company for 48 hours. The notice is taken to be served at the start of that period. It need not be addressed to the shareholder.

Persons entitled to notice

- 24.8 Notice of every general meeting must be given in the manner authorised by this constitution to:
- 24.8.1 every shareholder;
 - 24.8.2 every person entitled to a share due to the death or bankruptcy of a shareholder who, but for the shareholder's death or bankruptcy, would be entitled to receive notice of the meeting; and
 - 24.8.3 the auditor of the Company.
- 24.9 No other person is entitled to receive a notice of general meeting.

25 WINDING UP

Division of property among shareholders

- 25.1 If the Company is wound up, the liquidator may, with the sanction of a special resolution, divide among the shareholders in kind the whole or any part of the property of the Company. For this purpose the liquidator may set such value as the liquidator considers fair on any property to be so divided and may determine how the division is to be carried out as between the shareholders or different classes of shareholders.

Vesting property on trustees

- 25.2 The liquidator may, with the sanction of a special resolution, vest the whole or any part of any property in trustees on such trusts for the benefit of contributories as the liquidator thinks fit, but so that no shareholder is compelled to accept any shares or other securities in respect of which there is any liability.

26 UNMARKETABLE PARCELS

26.1 If the Company is Listed, the Company may only invoke the procedures in this clause once in any 12 month period.

Notice

26.2 If the number of shares registered in the name of a shareholder is less than a marketable parcel, the directors may send a notice to the shareholder that:

- 26.2.1 the Company intends to sell the unmarketable parcel;
- 26.2.2 the shares referred to in the notice are liable to be sold in accordance with this clause if the shareholder does not advise the Company before a specified date (**Relevant Date**) that the shareholder wishes to keep those shares; and
- 26.2.3 if the shareholder holds shares in a CHESS Holding, contain a statement to the effect that if those shares remain in a CHESS Holding after the Relevant Date, the Company may, without further notice, move those shares from the CHESS Holding to an Issuer Sponsored Holding or a certificated holding for the purposes of divestment by the Company in accordance with this clause 26 and the Listing Rules.

26.3 The shareholder must be given at least six weeks from the date that the notice is sent in which to tell the Company that the shareholder wishes to retain the holding. If the shareholder notifies the Company to that effect, the Company may not sell the holding.

Divestiture

26.4 If the shareholder does not advise the Company by the date specified in the notice that the provisions of clause 26.3 are not to apply to the shares referred to in the notice, the Company may:

- 26.4.1 if the shareholder holds those shares in a CHESS Holding, move those shares from the CHESS Holding to an Issuer Sponsored Holding or a certificated holding; and
- 26.4.2 in any case, sell those shares in accordance with this clause 26.

26.5 Any shares sold under clause 26.4 may be sold on-market on the terms, in the manner and at the time determined by the directors and for the purposes of the sale. The shareholder:

- 26.5.1 appoints the Company as the shareholder's agent for sale;
- 26.5.2 authorises the Company to effect a transfer of the shares on the shareholder's behalf; and
- 26.5.3 appoints the Company and its directors to execute any document or take any other steps as the directors may consider appropriate to transfer the shares.

26.6 The transferee will not be bound to see to the regularity of proceedings or to the application of the purchase money and after the transferee's name has been entered in the register of shareholders in respect of the shares, the validity of the sale will not be impeached by any person.

Proceeds of sale

- 26.7 The proceeds of any sale of an unmarketable parcel less any unpaid calls and interest will be paid to the shareholder or as that shareholder may direct but only after the shareholder's certificate (if any) has been returned to the Company or the Company is satisfied the certificate (if any) is lost or destroyed.

Other provisions

- 26.8 The Company will cancel the share certificates of all shareholders whose unmarketable parcel of shares are sold.
- 26.9 The Company or the purchaser will bear all costs, including brokerage and stamp duty associated with any unmarketable parcel of shares.
- 26.10 The power of the Company to sell an unmarketable parcel of shares lapses following the announcement of a takeover. However, the procedure may be started again after the close of offers made under the takeover.
- 26.11 A statement in writing by or on behalf of the Company under this clause 26 is (in the absence of manifest error) binding on and conclusive against a shareholder. In particular, a statement that the unmarketable parcel of shares specified in the statement have been sold in accordance with this clause 26 is conclusive against all persons claiming to be entitled to the unmarketable parcel and discharges the purchaser from all liability in respect of the unmarketable parcel of shares.

27 PROPORTIONAL TAKEOVER BID

- 27.1 Registration of a transfer giving effect to a contract resulting from the acceptance of an offer made under a Proportional Takeover Bid is prohibited unless and until an Approving Resolution approving the Proportional Takeover Bid is passed.
- 27.2 A person (other than the Bidder or an associate of the Bidder) who, as at the end of the day on which the first offer under the Proportional Takeover Bid was made, held Bid Class Shares is entitled to:
- 27.2.1 vote on an Approving Resolution; and
- 27.2.2 has one vote for each Bid Class Share held.
- 27.3 Where offers have been made under a Proportional Takeover Bid, the directors must ensure that an Approving Resolution is voted on at a meeting of the persons described in clause 27.2 before the Approving Resolution Deadline.
- 27.4 An Approving Resolution is passed if more than 50% of the votes cast on the resolution are cast in favour of the resolution and otherwise is taken to have been rejected.
- 27.5 The provisions of this constitution that apply to a general meeting of the Company apply, with such modifications as the circumstances require, to a meeting that is called under this clause as if the meeting was a general meeting of the Company.
- 27.6 If an Approving Resolution to approve the Proportional Takeover Bid is voted on in accordance with this clause before the Approving Resolution Deadline, the Company must, on or before the Approving Resolution Deadline, give the Bidder and ASX a written

notice stating that an Approving Resolution to approve the Proportional Takeover Bid has been voted on and whether it was passed or rejected.

27.7 If no resolution has been voted on in accordance with this clause as at the end of the day before the Approving Resolution Deadline, a resolution to approve the Proportional Takeover Bid is taken, for the purposes of this clause, to have been passed in accordance with this clause.

27.8 Under the Corporations Act 2001 (Cth), this clause 27 will automatically cease to have effect on the third anniversary of the date of its adoption or as of its most recent renewal.

27.9 In this clause:

Approving Resolution means a resolution passed in accordance with this clause 27.

Approving Resolution Deadline in relation to a Proportional Takeover Bid means the day that is the 14th day before the last day of the Bid Period.

28 INDEMNITY

28.1 To the extent permitted by law and subject to the restrictions in the Corporations Act 2001 (Cth), the Company indemnifies and must continually indemnify every person who is or has been an Officer of the Company (including a director or secretary) against liability (including liability for costs and expenses) incurred by that person as an Officer of the Company (including liabilities incurred by the Officer as an Officer of a subsidiary of the Company where the Company requested the Officer to accept that appointment). However, this does not apply in respect of any of the following:

28.1.1 a liability to the Company or a related body corporate;

28.1.2 a liability to some other person that arises out of conduct involving a lack of good faith;

28.1.3 a liability for costs and expenses incurred by the Officer in defending civil or criminal proceedings in which judgment is given against the Officer or in which the Officer is not acquitted; or

28.1.4 a liability for costs and expenses incurred by the Officer in connection with an unsuccessful application for relief under the Corporations Act 2001 (Cth), in connection with the proceedings referred to in the preceding paragraph.

28.2 Without limiting clause 28.1, to the extent permitted by law and subject to the restrictions in the Corporations Act 2001 (Cth), the Company must indemnify and continually indemnify every person who is or has been an Officer of the Company (including a director or secretary) against reasonable legal costs incurred in defending an action for a liability incurred or allegedly incurred by that person as an Officer of the Company (including such legal costs incurred by the Officer as an Officer of a subsidiary of the Company where the Company requested the Officer to accept that appointment).

28.3 The amount of any indemnity payable under clauses 28.1 and 28.2 will include an additional amount (**GST Amount**) equal to any GST payable by the Officer being indemnified (**Indemnified Officer**) in connection with the indemnity (less the amount of any input tax credit claimable by the Indemnified Officer in connection with the indemnity). Payment of any indemnity which includes a GST Amount is conditional

upon the Indemnified Officer providing the Company with a GST tax invoice for the GST Amount.

- 28.4 The directors may agree to advance to an Officer an amount which it might otherwise be liable to pay to the Officer under clause 28.1 on such terms as the directors think fit but which are consistent with this clause, pending the outcome of any findings of a relevant court or tribunal which would have a bearing on whether the Company is in fact liable to indemnify the Officer under clause 28.1. If after the Company makes the advance, the directors form the view that the Company is not liable to indemnify the Officer, the Company may recover any advance from the Officer as a debt due by the Officer to the Company.

Former Officers

- 28.5 Each of the indemnities in this clause are continuing indemnities which apply in respect of all acts done by a person while an Officer of the Company or one of its subsidiaries even though the person is not an Officer at the time the claim is made.

Insurance premiums

- 28.6 The Company may pay the premium on a policy of insurance in respect of a person who is or has been an Officer or auditor of the Company to the full extent permitted by the Corporations Act 2001 (Cth).

29 MISCELLANEOUS

Replaceable rules do not apply

- 29.1 The Replaceable Rules in the Corporations Act 2001 (Cth) do not apply to the Company.

Limited liability

- 29.2 The liability of the shareholders of the Company is limited.

Compliance with Listing Rules

- 29.3 While the Company is Listed, the following regulations apply:

- 29.3.1 notwithstanding anything contained in this constitution, if the Listing Rules prohibit an act being done, the act shall not be done;
- 29.3.2 nothing contained in this constitution prevents an act being done that the Listing Rules require to be done;
- 29.3.3 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);
- 29.3.4 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;
- 29.3.5 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; and

- 29.3.6 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.

Compliance with ASX Settlement Operating Rules

- 29.4 While any of the shares or options in the Company are CHESSE Approved Securities, the Company must comply with the ASX Settlement Operating Rules. While all of the shares or options in the Company are not CHESSE Approved Securities, the Company is not required to comply with the ASX Settlement Operating Rules.
- 29.5 The Company may do any act, matter or thing to facilitate involvement by the Company in any clearing and settlement facility for the transfer of financial products.

Security interests

- 29.6 If any provision of this constitution creates a security interest in shares or other personal property (**Collateral**) to which the PPSA applies:
- 29.6.1 the Company need not comply with any provisions of the PPSA that the parties may contract out of in relation to the Collateral; and
- 29.6.2 shareholders may not exercise any rights under sections 142 (redemption of collateral) or 143 (reinstatement of security agreement) of the PPSA to the extent the law permits those rights to be excluded.
- 29.7 The Company need not give the shareholder any other notice required under the PPSA (including a notice of verification statements under section 157 of the PPSA) unless the notice cannot be excluded.

30 DEFINITIONS AND INTERPRETATION

In this constitution:

ASX means ASX Limited ABN 98 008 624 691 or the Australian Securities Exchange, as operated by ASX Limited (as the context requires).

ASX Settlement means ASX Settlement Pty Ltd ACN 008 504 532.

ASX Settlement Operating Rules means the ASX Settlement Operating Rules from time to time issued by ASX Settlement.

Business Day means a day on which the major trading banks are open for ordinary business in Sydney, New South Wales and excludes a Saturday, Sunday or public holiday.

CHESSE means the clearing house electronic sub-register system as defined in the ASX Settlement Operating Rules.

CHESSE Approved Securities means securities approved under the ASX Settlement Operating Rules to participate in CHESSE.

CHESSE sub-register means the CHESSE subregister part of the register that is administered by ASX Settlement and records uncertificated holdings in accordance with the ASX Settlement Operating Rules.

Company means Steadfast Group Ltd ACN 073 659 677.

Executive Director means a director appointed under clauses 16.1 or 16.2.

Issuer Sponsored Sub-register means that part of the Company's register for the Company's securities that is administered by the Company (and not ASX Settlement) and records uncertificated holdings of securities.

Listed means the securities of the Company are admitted to the Official List of the ASX.

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

Officer has the meaning given to it in the Corporations Act 2001 (Cth).

PPSA means the *Personal Property Securities Act 2009* (Cth).

Representative means a representative appointed by a shareholder under section 250D of the Corporations Act 2001 (Cth).

Restriction Agreement has the meaning given to that term in the Listing Rules.

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

Seal means the common seal of the Company and includes any official seal of the Company.

SRN stands for Shareholder Reference Number and means a number allocated by the Company to identify a holder of shares on an Issuer Sponsored Sub-Register.

Words and expressions used in this constitution which are also used in the Corporations Act 2001 (Cth), Corporations Regulations 2001, Listing Rules or ASX Settlement Operating Rules, have the same meanings given to them under the Corporations Act 2001 (Cth), Corporations Regulations 2001, Listing Rules or ASX Settlement Operating Rules, respectively.

A reference in this constitution to any law, 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.

A reference in this constitution to a shareholder being present at a meeting of shareholders is a reference to:

- (a) a shareholder present in person; or
- (b) a shareholder present by proxy, attorney or Representative; or
- (c) other than in relation to any clause which specifies a quorum, a shareholder who has duly lodged a valid direct vote in relation to the general meeting in accordance with clause 12.20 of this constitution.

Schedule 1 - Terms of preference shares

The Company may issue preference shares under clause 1.13 on the following terms.

1 Dividend rights and priority of payment

- (a) Each preference share confers on the holder a right to receive a dividend (“**Dividend**”) at the rate or in the amount and on the conditions decided by the directors under the terms of issue unless, and to the extent that, the directors decide under the terms of issue that there is no right to receive a Dividend.
- (b) Without limiting the conditions which, under the terms of issue, the directors may impose upon any right to receive a Dividend, the directors may under the terms of issue, impose conditions upon the right to receive a Dividend which may be changed or reset at certain times or upon certain events and in the manner and to the extent the directors decide under the terms of issue.
- (c) Any Dividend:
 - (i) is non-cumulative unless, and to the extent that, the directors decide otherwise under the terms of issue; and
 - (ii) will rank for payment:
 - (A) in priority to ordinary shares unless, and to the extent that, the directors decide otherwise under the terms of issue;
 - (B) in priority to shares in any other class of shares or class of preference shares expressed under the terms of issue to rank behind for the payment of dividends;
 - (C) equally with shares in any other class of shares or class of preference shares expressed under the terms of issue to rank equally for the payment of dividends; and
 - (D) behind shares in any other class of shares or class of preference shares expressed under the terms of issue to rank in priority for the payment of dividends.
- (d) If, and to the extent that, the directors decide under the terms of issue, each preference share may, in addition to any right to receive a Dividend, participate equally with the ordinary shares in sums available for distribution as dividends.
- (e) Each preference share confers on its holder:
 - (i) if, and to the extent that the Dividend is cumulative, the right in a winding up or on redemption to payment of the amount of any Dividend accrued but unpaid on the share at the commencement of the winding up or the date of redemption, whether earned or determined or not;

- (ii) if, and to the extent that the Dividend is non cumulative, and if, and to the extent that, the directors decide under the terms of issue, the right in a winding up or on redemption to payment of the amount of any Dividend accrued but unpaid for the period commencing on the dividend payment date which has then most recently occurred and ending on the commencement of the winding up or the date of redemption, whether earned or determined or not,

with the same priority in relation to each other class of shares as the priority that applies in relation to the payment of the Dividend.

2 Entitlement to payment of capital sum

- (a) Each preference share confers on its holder the right in a winding up or on a redemption to payment of:
 - (i) any amount paid on the share, or any amount fixed by the directors under the terms of issue or capable of determination pursuant to a mechanism adopted by the directors under the terms of issue; and
 - (ii) a further amount out of the surplus assets or profits of the Company or sums available for distribution as a dividend on the conditions decided by the directors under the terms of issue unless, and to the extent that, the directors decide under the terms of issue that there is no right to any payment of a further amount out of the surplus assets or profits of the Company or sums available for distribution as a dividend,

in priority to ordinary shares and, unless the directors decide otherwise under the terms of issue, in priority to shares in any other class of shares or class of preference shares expressed to rank behind on a winding up, equally with shares in any other class of shares or class of preference shares expressed to rank equally on a winding up, and behind shares in any other class of shares or class of preference shares expressed to rank in priority on a winding up.

- (b) Unless otherwise decided by the directors under the terms of issue, a preference share does not confer on its holder any right to participate in the profits or property of the Company except as set out in this schedule 1.

3 Bonus issues and capitalisation of profits

If, and to the extent that the directors decide under the terms of issue, a preference share may confer a right to a bonus issue or capitalisation of profits in favour of holders of those shares only.

4 Voting rights

- (a) A preference share does not entitle its holder to vote at any general meeting of the Company except on the questions, proposals or resolutions or during periods of time or in circumstances identified by the directors in the terms of issue, which, unless the directors decide otherwise under the terms of issue, are as follows:
 - (i) a proposal:
 - (A) to reduce the share capital of the Company;

- (B) that affects rights attached to the share;
 - (C) to wind up the Company; or
 - (D) for the disposal of the whole of the property, business and undertaking of the Company;
- (ii) a resolution to approve the terms of a buy-back agreement;
 - (iii) during a period in which a Dividend or part of a Dividend on the share is in arrears;
 - (iv) during the winding up of the Company.
- (b) Each holder of a preference share who has a right to vote on a resolution is entitled to the number of votes specified in clause 12.18 of the constitution.

5 Meeting

Each preference share confers on its holder the same rights as those conferred by the constitution upon the holders of ordinary shares in relation to receiving notices (including notices of general meetings), reports, balance sheets and audited accounts and of attending and being heard at all general meetings of the Company.

6 Foreign Currency

Where any amount is payable by the Company to the holder of a preference share in a currency other than Australian dollars, and the amount is not paid when due or the Company has commenced winding up, the holder may give notice to the Company requiring payment of an amount in Australian dollars equal to the foreign currency amount calculated by applying the reference rate on the date of payment for the sale of the currency in which the payment is to be made for Australian dollars. Reference rate means the rate applicable in the market and at the time determined by the directors before allotment of those preference shares and specified in the terms of issue for those preference shares.

7 Conversion to ordinary shares

Subject to the Corporations Act 2001(Cth), any other applicable laws and the terms of issue of a preference share as determined by the directors:

- (a) a preference share which may be converted into an ordinary share in accordance with its terms of issue, at the time of conversion and without any further act:
 - (i) has the same rights as a fully paid ordinary share; and
 - (ii) ranks equally with other fully paid ordinary shares on issue,however, the terms of issue of the preference share may provide otherwise including for the issue of additional ordinary shares on conversion as determined by the directors; and
- (b) the conversion does not constitute a cancellation, redemption or termination of the preference share or the issue, allotment or creation of new shares, but has the effect of varying the status of, and the rights attaching to, the preference share so that it becomes an ordinary share.

8 Amendment to the terms

Subject to complying with all applicable laws, the Company may, without the consent of preference shareholders, amend or add to the terms of the preference shares if, in the opinion of the Company, the amendment or addition is:

- (a) of a formal, minor or technical nature;
- (b) to correct a manifest error;
- (c) made to comply with any applicable law, Listing Rule or requirement of ASX;
- (d) convenient for the purpose of obtaining or maintaining the listing of the Company or quotation of the preference shares; or
- (e) is not likely to be or become materially prejudicial to the preference shareholders.

9 Variation of rights

Subject to paragraph 8 of this schedule 1 and the terms of issue of a preference share as determined by the directors, the rights attaching to a preference share may only be varied or cancelled:

- (a) by a special resolution passed at a meeting of preference shareholders entitled to vote and holding shares in that class; or
- (b) with the written consent of holders of at least 75% of the issued shares of that class.

10 Further issue of shares

If the Company issues new preference shares that rank equally with existing preference shares, the issue will not be taken to vary the rights attached to the existing preference shares unless otherwise determined by the directors in the terms of issue of the existing shares.