



Constitution of Manilla Solar Pty Ltd

ACN 670 201 493

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CONSTITUTION OF MANILLA SOLAR PTY LTD

1. PRELIMINARY

1.1 Proprietary company

The Company is a proprietary company and must comply with section 113 of the Act.

1.2 Replaceable rules

The replaceable rules referred to in section 141 of the Act do not apply to the Company and are replaced by the rules set out in this document.

1.3 Definitions

The following definitions apply in this document.

Act means the *Corporations Act 2001* (Cth).

Affiliate means in respect of a person (**Primary Person**), a person:

- (a) Controlled directly or indirectly by the Primary Person;
- (b) Controlling directly or indirectly the Primary Person; or
- (c) directly or indirectly under the common Control of the Primary Person and another person or persons,

and **Control** as used in this definition with respect to any person (other than an individual) means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such person, whether through the ownership of voting securities, by agreement or otherwise, and includes the following:

- (d) direct or indirect ownership of more than 50% of the voting rights of such person; or
- (e) the right to appoint the majority of the members of the board of directors of such person (or similar governing body) or to manage on a discretionary basis the assets of such person,

and, for the avoidance of doubt, a fund (whether a trust, partnership or otherwise and whether or not by way of one or more interposed holding companies, entities or trusts) advised or managed directly or indirectly by a person or an affiliated fund advisor or manager will also be deemed to be Controlled by such person.

Alternate means an alternate Director appointed under rule 3.1.

Appointor in relation to an Alternate, means the Director who appointed the Alternate.

Approved Fees for a Director (other than an Executive Director) means fees, salary, bonuses, fringe benefits and superannuation contributions provided by the Company, but does not include:

- (a) a payment as compensation for loss of office or in connection with retirement from office (which includes resignation from office and death while in office);
- (b) an insurance premium paid by the Company or indemnity under rule 10; or
- (c) any issue or acquisition of securities.

Authorisation means any licence, consent, approval, permit, registration, accreditation, certification or other authorisation given or issued by any Government Agency.

Board means:

- (a) if the Company is a Single Director Company, the sole Director exercising powers under the Act and this document; or
- (b) in any other case, the Directors acting collectively under this document.

Board Reserved Matter means:

- (a) approving the payment of any distribution or dividend;
- (b) approving any buy-back or capital reduction or other return of capital;
- (a) approving any alteration of the share capital of the Company;
- (b) approving the identity of a new third party investor in connection with the issue of Equity Securities under Schedule 3;
- (c) approving the Group making capital expenditure in excess of \$10 million (any one occurrence) or operational expenditure in excess of \$2 million (annually);
- (d) approving a Group Company entering into a debt facility in excess of \$10 million or giving any security in support of such facility;
- (e) approving a Group Company entering into any transaction or series of related transactions involving the disposal of a business, assets or securities where the value of the consideration is in excess of \$10 million;
- (f) approving a Group Company entering into any acquisitions or a series of related acquisitions of a business assets or securities where the value of the consideration is in excess of \$10 million;
- (g) approving a Group Company entering into any joint venture, partnership or profit-sharing arrangement;
- (h) approving the terms of any employee incentive scheme or amending the terms of any such scheme;
- (i) hiring, terminating or materially altering the terms of employment of Executive Director;
- (j) approving any transaction with any employees, directors or members of the Company or a Group Company other than on arm's length terms or terms more favourable to the Company;
- (k) any decision in relation to material litigation which could have a material adverse impact on the business or reputation of the Group or shareholders; and
- (l) taking any step to dissolve, wind up or appoint an administrator, liquidator or receiver to a Group Company.

The Board may by unanimous resolution amend any of the amounts specified above.

Board Special Resolution means a resolution of the Board past by at least 75% of the votes cast on the resolution.

Called Amount in respect of a share means:

- (a) the amount of a call on that share that is due and unpaid; and
- (b) any amount the Board requires a member to pay under rule 26.6.

Change of Control means that a person or entity who Controls a body corporate ceases to Control the body corporate, or a person or entity who does not Control the body corporate comes to Control it.

Company means the company named at the beginning of this document whatever its name is for the time being.

Constitution means this constitution of the Company.

Control means the capacity to determine the outcome of decisions about an entity's financial and operating policies, and in determining whether a person or entity has this capacity:

- (a) the practical influence that person or entity can exert (rather than the rights it can enforce) is the issue to be considered;
- (b) any practice or patterns of behaviour affecting the entity's financial or operating policies is to be taken into account (even if it involves a breach of an agreement or a breach of trust); and
- (c) a person's capacity must be disregarded if the person has a capacity merely because the person holds property as a bare trustee.

CSF Offer has the same meaning as that term is defined in the Act.

CSF Shareholder has the same meaning as that term is defined in the Act.

Defaulter means a member who has committed an Event of Default or in respect of whom an Event of Default occurs.

Default Price means 80% of the fair market value of the Default Shares as determined by the Board.

Director means a person who is, for the time being, a director of the Company including, where appropriate, an Alternate.

Dispose, means to, or to agree to, sell, transfer, assign, make a gift of, grant an option over, declare a trust over, part with the benefit of, or otherwise deal with, dispose of or create an interest in the property, (or, if applicable, any interest in it) other than by creating an Security Interest but includes to enter into a transaction in relation to a share (or any interest in the share) which results in a person other than the registered holder of the share:

- (a) acquiring any equitable interest in the share, including an equitable interest arising under a declaration of trust, an agreement for sale and purchase or an option agreement;
- (b) acquiring any right to receive directly or indirectly any dividends payable in respect of the share;
- (c) acquiring any right of pre-emption, first refusal or other control over the disposal of the share;

- (d) acquiring any right of control over the exercise of any voting rights or rights to appoint Directors attaching to the share; or
- (e) otherwise acquiring legal or equitable rights (including contingent) against the registered holder of the share which have the effect of placing the person in the same position as if the person had acquired a legal or equitable interest in the share itself.

Equity Proportion means, in relation to a member, the proportion (expressed as a percentage) which the number of shares held by the member bears to the total number of issued shares.

Equity Securities means, in relation to the Company, any shares of any class, options, warrants, convertible notes or other securities which are convertible into shares in the capital of the Company or contain a right to be issued or transferred shares in the capital of the Company.

Event of Default means:

- (a) **(breach)** a breach of this document that the Board considers to have a material adverse impact on the Company, the Group or the Business; and
- (b) **(change of control)** a Change in Control of a member without the approval of the Board.

Executive Director means a Director who is an employee of the Company or acts in an executive capacity for the Company under a contract for services and includes a Managing Director.

FATA means the *Foreign Acquisitions and Takeovers Act 1975* (Cth).

Financial Hardship and Compassionate Policy means the document of the same name as approved by the Board from time to time.

FIRB Approval means:

- (a) receipt of confirmation in writing from the Treasurer stating that the Treasurer does not object to the proposed acquisition of shares by the Relevant Party; or
- (b) the period in which the Treasurer may make an order under Part II of FATA in respect of such acquisition by the Relevant Party has expired and no such order has been made.

Founder Director has the meaning given to it in rule 2.4(a)

Founder Shareholder means Manilla Community Renewable Energy Inc (ABN 88 652 448 481), an incorporate association registered under the laws of New South Wales, registered under registration number INC1501169 and having its registered address at Gamilaroi Country, 21 Holroyd St Moore Creek NSW 2340.

Government Agency means:

- (a) any government or governmental, semi-governmental, administrative, fiscal, regulatory or judicial body, department, commission, authority, office, instrumentality, tribunal, agency, delegate, organisation or entity (including any gaming regulatory authority or body);
- (b) any minister of the Crown or other person charged with the administration of laws; or

(c) any person charged with the administration of a law.

Group means the Company and each subsidiary and Group Company means any one of them.

Interest Rate means, in respect of each rule in which that term is used:

- (a) the rate for the time being prescribed by the Board in respect of that rule; or
- (b) if no rate is prescribed, 15% each year.

IPO means the initial public offering and admission of any Shares of the Company (or any IPO Vehicle) to the official list of ASX or quotation on an ASX trading platform, or equivalent admission to trading to, or permission to deal on, any other stock exchange approved by the Board, becoming effective.

IPO Vehicle means any related body corporate of the Company or any special purpose vehicle established for the purpose of an initial public offering of all or a substantial part of the Business.

Listed Corporation means a corporation that is admitted to the official list of ASX Limited.

Listing Rules means the official listing rules of ASX Limited.

Major Shareholder is a member who (together with any of its Affiliates) holds at least a Relevant Proportion of shares in the Company.

Managing Director means a managing director appointed under rule 6.1.

member means a person whose name is entered in the Register as the holder of a share.

ordinary resolution means a resolution passed at a meeting of members by a majority of the votes cast by members entitled to vote on the resolution.

Permitted Disposal has the meaning given in clause 1.2 of Schedule 2.

Register means the register of members kept as required by sections 168 and 169 of the Act.

Relevant Proportion means:

- (a) for the purpose of the definition of 'Major Shareholder', an Equity Proportion of 20% or such other amount as determined by a Board Special Resolution from time to time; and
- (b) for the purpose of the definition of 'Substantial Shareholder', an Equity Proportion of 10% or such other amount as determined by a Board Special Resolution from time to time.

Representative Director has the meaning given to that term in rule 2.4.

Secretary means, during the term of that appointment, a person appointed as a secretary of the Company in accordance with this document.

Security Interest means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect, including any "security interest" as defined in sections 12(1) or (2) of the *Personal Property Securities Act 2009* (Cth).

Shareholder means the holder of at least one share, for the period of time that it holds at least one share.

Shareholder Reserved Matters means:

- (a) the sale, lease or transfer of all or substantially all of the assets of the Group;
- (b) approving a non-pro rata issue of Equity Securities under Schedule 3; and
- (c) approving a substantial change in the nature of the business.

Single Director Company has the meaning given in rule 1.5.

special resolution has the meaning given in section 9 of the Act.

Substantial Shareholder means a member (together with any of its Affiliates) that holds the lower of:

- (a) at least 100,000 shares; and
- (b) a Relevant Proportion,

at the relevant time.

Voting Member in relation to a general meeting, or meeting of a class of members, means a member who has the right to be present and to vote on at least one item of business to be considered at that meeting.

1.4 **Interpretation of this document**

Headings are for convenience only, and do not affect interpretation. The following rules also apply in interpreting this document, except where the context makes it clear that a rule is not intended to apply.

- (a) A reference to:
 - (i) legislation (including subordinate legislation) is to that legislation as amended, modified in relation to the Company, re-enacted or replaced, and includes any subordinate legislation issued under it;
 - (ii) a document or agreement, or a provision of a document or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;
 - (iii) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person; and
 - (iv) anything (including a right, obligation or concept) includes each part of it.
- (b) A singular word includes the plural, and vice versa.
- (c) A word which suggests one gender includes the other genders.
- (d) If a word is defined, another part of speech has a corresponding meaning.
- (e) If an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing.

- (f) The word **agreement** includes an undertaking or other binding arrangement or understanding whether or not in writing.
- (g) A reference to something being **written** or **in writing** includes that thing being represented or reproduced in any mode in a visible form.
- (h) A word (other than a word defined in rule 1.3) which is defined by the Act has the same meaning in this document where it relates to the same matters as the matters for which it is defined in the Act.
- (i) A reference to a Chapter, Part, Division, or section is a reference to a Chapter, Part, Division or section of the Act.

1.5 **Single Director Company**

The Company is a Single Director Company if:

- (a) at the time of its registration as an Australian company, only one person had consented to be a Director; or
- (b) the Company has passed an ordinary resolution that it be a Single Director Company, and the Company has not, since registration or the passing of that resolution (as the case requires), passed a resolution that it ceases to be a Single Director Company and, at the relevant time, there is only one Director.

1.6 **Purpose**

The purpose of the Company is to:

- (a) deliver returns to Members whilst having an overall positive impact on society, the environment and the economy;
- (b) contribute to the building of a sustainable regional community project that delivers social, environmental and economic returns; and
- (c) promote the renewable energy transition in Northwest NSW and share a blueprint for other groups to do the same.

2. **DIRECTORS**

2.1 **Director Requirements**

For so long as the Company has one or more CSF Shareholders, and during any period in which the Company is making a CSF Offer:

- (a) the Company must have at least two Directors (or such other minimum number prescribed by the Act); and
- (b) the majority of the Directors (or such other number or proportion prescribed by the Act), excluding Alternates, must ordinarily reside in Australia.

2.2 **Number of Directors**

Unless rule 2.1 applies, the Company must have at least:

- (a) if the Company is a Single Director Company, one; or
- (b) otherwise, two,

Directors (not counting Alternates) and, until otherwise decided by ordinary resolution of the Board, not more than six Directors (not counting Alternates).

2.3 **Appointment of Directors**

Subject to the maximum number of Directors for the time being fixed under rule 2.2 not being exceeded:

- (a) the Company by ordinary resolution;
- (b) the Founder Shareholder under rule 2.4;
- (c) a Major Shareholder under rule 2.5; or
- (d) the Board (except during a general meeting),

may appoint a person to be a Director either to fill a casual vacancy or as an addition to the Board.

2.4 **Appointment by the Founder Shareholder**

- (a) For so long as the Founder Shareholder holds at least one share, the Founder Shareholder is entitled to appoint one Director to the Board (a **Founder Director**).
- (b) The Founder Shareholder may appoint a Founder Director by giving to the Company notice of the appointment and the date and time the appointment is to take effect and a signed consent to act as a Director from the person nominated as a Founder Director.
- (c) The Founder Shareholder may, by notice to the Company, remove a Founder Director appointed by them and may replace a Founder Director appointed by them who ceases for any reason to be a Director.
- (d) If a Founder Director is disqualified or prohibited from acting as a Director under this document, or any applicable law, the office of the Founder Director is vacated and the Founder Shareholder may appoint a replacement.
- (e) If the Founder Shareholder has appointed a Founder Director and it no longer is entitled to appoint a Founder Director under this rule 2.4, that Founder Director must immediately resign as a Director.
- (f) A failure to appoint a Founder Director under this rule 2.4 does not constitute a waiver of the right to appoint a Founder Director.

2.5 **Appointment by a Major Shareholder**

- (a) Each Major Shareholder is entitled to appoint one Director to the Board (a **Representative Director**).
- (b) A Major Shareholder may appoint a Representative Director by giving to the Company notice of the appointment and the date and time the appointment is to take effect and a signed consent to act as a Director from the person nominated as a Representative Director.
- (c) A Major Shareholder may, by notice to the Company, remove a Representative Director appointed by them and may replace a Representative Director appointed by them who ceases for any reason to be a Director.

- (d) If a Representative Director is disqualified or prohibited from acting as a Director under this document, or any applicable law, the office of the Representative Director is vacated and the appointing Major Shareholder may appoint a replacement.
- (e) If a Major Shareholder has appointed a Representative Director and their Equity Proportion falls below a level which entitles them to appoint a Representative Director, that Representative Director must immediately resign as a Director.
- (f) A failure to appoint a Representative Director under this rule 2.5 does not constitute a waiver of the right to appoint a Representative Director.

2.6 **No share qualification**

A Director need not be a member.

2.7 **Cessation of Director's appointment**

A person automatically ceases to be a Director if the person:

- (a) is not permitted by the Act (or an order made under the Act) to be a director;
- (b) becomes disqualified from managing corporations under Part 2D.6 of the Act and is not given permission or leave to manage the Company under section 206F or 206G of the Act;
- (c) becomes of unsound mind or physically or mentally incapable of performing the functions of that office;
- (d) fails to attend (either personally or by an Alternate) six consecutive Board meetings (not including meetings of a committee of the Board) without leave of absence from the Board;
- (e) resigns by notice in writing to the Company;
- (f) is removed from office under rule 2.8;
- (g) is a Managing Director and ceases to hold that office; or
- (h) was appointed to the office for a specified period and that period expires.

2.8 **Removal from office**

Whether or not a Director's appointment was expressed to be for a specified period,

- (a) the Company by ordinary resolution; or
- (b) members holding a majority of the issued shares of the Company conferring the right to vote, by writing delivered to the Company,

may remove a Director from office.

2.9 **Too few Directors**

If the number of Directors is reduced below the minimum required by rule 2.1, the continuing Directors may act as the Board only:

- (a) to appoint Directors up to that minimum number;
- (b) to convene a meeting of members; and

(c) in emergencies.

2.10 **Vacation of office by Sole Director**

Sections 201F (2) to (5) of the Act apply if a person who is the only Director and only member dies or ceases to be a Director as a result of mental incapacity or bankruptcy.

3. **ALTERNATES**

3.1 **Appointment of Alternate**

A Director (other than an Alternate) may appoint a person who is (except in the case of a Single Director Company) approved by the Board (without the vote of the Appointor) to act as Alternate for a specified period or each time the Appointor is unable to attend a Board meeting or act as a Director.

3.2 **Notice of Board meetings**

If the Appointor requests the Company to give the Alternate notice of Board meetings, the Company must do so. Unless the Appointor has requested it, the Company need not give notice of Board meetings to an Alternate.

3.3 **Obligations and entitlements of Alternates**

An Alternate:

- (a) may attend and vote in place of the Appointor at a Board meeting at which the Appointor is not present;
- (b) if also a Director, has a separate right to vote as Alternate;
- (c) if Alternate for more than one Appointor, has a separate right to vote in place of each Appointor;
- (d) when acting as Alternate, is an officer of the Company and subject to all the duties, and entitled to exercise all the powers and rights, of the Appointor as a Director; and
- (e) is entitled to reasonable travelling, accommodation and other expenses incurred in attending meetings of the Board or of the Company or while otherwise engaged on the business of the Company on the same basis as other Directors but is not entitled to any other remuneration from the Company (but the Appointor may further remunerate the Alternate).

3.4 **Termination of appointment**

The Appointor may at any time revoke the appointment of a person as Alternate whether or not that appointment is for a specified period. Any appointment of an Alternate immediately ceases if:

- (a) the Appointor ceases to be a Director; or
- (b) an event occurs which would cause the Alternate to cease to be a Director under rule 2.7 if the Alternate were a Director.

3.5 **Appointments and revocations in writing**

The Appointor must appoint, and revoke the appointment of, any Alternate in writing. The appointment or revocation is not effective until a copy is provided to the Company.

4. **POWERS OF THE BOARD**

4.1 **Powers generally**

Except as otherwise required by the Act, any other applicable law, or this document (including rule 4.3), the Board:

- (a) has power to manage the business of the Company; and
- (b) may exercise every right, power or capacity of the Company to the exclusion of the Company in general meeting and the members.

4.2 **Exercise of powers**

Subject to rule 4.3, a power of the Board can be exercised only:

- (a) by resolution passed at a meeting of the Board or otherwise in accordance with rule 11; or
- (b) in accordance with a delegation of the power under rule 6 or rule 7.

4.3 **Reserved Matters**

The Board must not:

- (a) approve or implement a Shareholder Reserved Matter, unless the matter has been approved by members by a Special Resolution of members; and
- (b) approve or implement a Board Reserved Matter unless the matter has been approved of by the Board by a Board Special Resolution.

5. **EXECUTING NEGOTIABLE INSTRUMENTS**

Negotiable instruments can be executed, accepted or endorsed for and on behalf of the Company by being signed by two Directors or a Director and Secretary or in such other manner (including the use of facsimile signatures if thought appropriate) as the Board may decide.

6. **MANAGING DIRECTOR**

6.1 **Appointment and power of Managing Director**

The Board may appoint one or more persons to be a Managing Director either for a specified term or without specifying a term. Subject to this document, a Managing Director has all the duties, and can exercise all the powers and rights, of a Director.

The Board may delegate any of the powers of the Board to a Managing Director:

- (a) on the terms and subject to any restrictions the Board decides; and
- (b) so as to be concurrent with, or to the exclusion of, the powers of the Board, and may revoke the delegation at any time.

This rule does not limit rule 7.

6.2 **Termination of appointment of Managing Director**

The appointment of a Managing Director terminates if:

- (a) the Managing Director ceases for any reason to be a Director; or
- (b) the Board removes the Managing Director from the office of Managing Director (which, without affecting the rights of the Managing Director under any contract between the Company and the Managing Director, the Board has power to do),

whether or not the appointment was expressed to be for a specified term.

7. **DELEGATION OF BOARD POWERS**

7.1 **Power to delegate**

The Board may delegate any of its powers as permitted by section 198D of the Act.

7.2 **Power to revoke delegation**

The Board may revoke a delegation previously made whether or not the delegation is expressed to be for a specified period.

7.3 **Terms of delegation**

A delegation of powers under rule 7.1 may be made:

- (a) for a specified period or without specifying a period; and
- (b) on the terms (including power to further delegate) and subject to any restrictions the Board decides.

A document of delegation may contain the provisions for the protection and convenience of those who deal with the delegate that the Board thinks appropriate.

7.4 **Proceedings of committees**

Subject to the terms on which a power of the Board is delegated to a committee, the meetings and proceedings of committees are, to the greatest extent practical, governed by the rules of this document which regulate the meetings and proceedings of the Board.

8. **DIRECTORS' DUTIES AND INTERESTS**

8.1 **Compliance with duties under the Act and general law**

Each Director must comply with his or her duties under the Act and under the general law.

8.2 **Director can hold other offices etc**

A Director may:

- (a) hold any office or place of profit or employment other than that of the Company's auditor or any director or employee of the auditor;
- (b) be a member of any corporation (including the Company) or partnership other than the Company's auditor;
- (c) be a creditor of any corporation (including the Company) or partnership; or
- (d) enter into any agreement with the Company.

8.3 **Disclosure of interests**

Each Director must comply with the general law in respect of disclosure of conflicts of interest and with section 191 of the Act in respect of disclosure of material personal interests.

8.4 **Director interested in a matter**

If a Director has an interest in a matter that relates to the affairs of the Company and either the Director discloses the interest under section 191 of the Act, or it is not required to be disclosed under section 191 of the Act:

- (a) the Director may be counted in a quorum at a Board meeting that considers, and may vote on, any matter that relates to the interest;
- (b) the Company may proceed with any transaction that relates to the interest and the Director may participate in the execution of any relevant document by or on behalf of the Company;
- (c) the Director may retain benefits under the transaction even though the Director has the interest; and
- (d) the Company cannot avoid the transaction merely because of the existence of the interest.

If the interest is required to be disclosed under section 191 of the Act, paragraph (c) applies only if it is disclosed before the transaction is entered into.

8.5 **Agreements with third parties**

The Company cannot avoid an agreement with a third party merely because a Director:

- (a) fails to make a disclosure of an interest; or
- (b) is present at, or counted in the quorum for, a Board meeting that considers, votes on, or participates in the execution of, that agreement.

8.6 **Directors acting in the best interests of the holding company**

If the Company is a wholly-owned subsidiary of a body corporate, a Director is authorised to act in the best interests of that body corporate if:

- (a) the Director acts in good faith in the best interests of the body corporate; and
- (b) the Company is not insolvent at the time the Director acts and does not become insolvent because of the Director's act.

9. **DIRECTORS' REMUNERATION**

9.1 **Remuneration of Executive Directors**

Subject to any contract with the Company (and if the Company is a subsidiary of a Listed Corporation, to the Listing Rules), the Board may fix the remuneration of each Executive Director. Subject to rule 9.5, that remuneration may consist of salary, bonuses, commission on profits or dividends, participation in profits or any other elements.

9.2 **Remuneration of non-executive Directors**

The Directors (other than the Executive Directors and those who are Directors only because they are Alternates) are entitled to be paid, out of the funds of the Company, an amount of Approved Fees which:

- (a) does not in any year exceed in aggregate the amount last fixed by ordinary resolution;
- (b) is allocated among them:
 - (i) on an equal basis having regard to the proportion of the relevant year for which each Director held office; or
 - (ii) as otherwise decided by the Board; and
- (c) is provided in the manner the Board decides, which may include provision of non-cash benefits.

If the Board decides to include non-cash benefits in the Approved Fees of a Director, the Board must also decide the manner in which the value of those benefits is to be calculated for the purposes of this rule.

9.3 **Additional Remuneration for extra services**

If a Director, at the request of the Board and for the purposes of the Company, performs extra services or makes special exertions (including going or living away from the Director's usual residential address), the Company may remunerate that Director for doing so. Remuneration under this rule may be either in addition to or in substitution for any remuneration to which that Director is entitled under rule 9.1 or rule 9.2.

9.4 **Expenses of Directors**

The Company may pay a Director (in addition to any remuneration) all reasonable expenses (including travelling and accommodation expenses) incurred by the Director:

- (a) in attending meetings of the Company, the Board, or a committee of the Board;
- (b) on the business of the Company; or
- (c) in carrying out duties as a Director.

9.5 **Subsidiaries of Listed Corporations**

If the Company is a subsidiary of a Listed Corporation, it must not pay to Directors any remuneration that is calculated as a commission on, or percentage of, operating revenue.

10. **OFFICERS' INDEMNITY AND INSURANCE**

10.1 **Indemnity**

Subject to and so far as permitted by the Act, the *Competition and Consumer Act 2010* (Cth) and any other applicable law:

- (a) the Company must indemnify every officer of the Company and its wholly owned subsidiaries and may indemnify its auditor against any Liability incurred as such an officer or auditor to a person (other than the Company or a related body corporate) including a Liability incurred as a result of appointment or nomination by the

Company or subsidiary as a trustee or as an officer of another corporation, unless the Liability arises out of conduct involving a lack of good faith; and

- (b) the Company may make a payment (whether by way of advance, loan or otherwise) in respect of legal costs incurred by an officer or employee or auditor in defending an action for a Liability incurred as such an officer, employee or auditor or in resisting or responding to actions taken by a government agency or a liquidator.

In this rule, **Liability** means a liability of any kind (whether actual or contingent and whether fixed or unascertained) and includes costs, damages and expenses, including costs and expenses incurred in connection with any investigation or inquiry by a government agency or a liquidator.

10.2 **Insurance**

Subject to the Act and any other applicable law, the Company may enter into, and pay premiums on, a contract of insurance in respect of any person.

10.3 **Former officers**

The indemnity in favour of officers under rule 10.1 is a continuing indemnity. It applies in respect of all acts done by a person while an officer of the Company or one of its wholly owned subsidiaries even though the person is not an officer at the time the claim is made.

10.4 **Deeds**

Subject to the Act, the *Competition and Consumer Act 2010* (Cth) and any other applicable law, the Company may, without limiting a person's rights under this rule 10, enter into an agreement with or execute a deed in favour of a person who is or has been an officer of the Company or any of the Company's subsidiaries, to give effect to the rights of the person under this rule 10 on any terms and conditions that the Board thinks fit.

11. **BOARD MEETINGS**

11.1 **Convening Board meetings**

A Director may at any time, and a Secretary must on request from a Director, convene a Board meeting.

11.2 **Notice of Board meeting**

The convenor of each Board meeting:

- (a) must give reasonable notice of the meeting (and, if it is adjourned, of its resumption) individually to each Director and each Alternate in respect of whom the Appointor has given notice under rule 3.2 requiring notice of Board meetings to be given to that Alternate; and
- (b) may give that notice orally (including by telephone) or in writing,

but accidental failure to give notice to, or non-receipt of notice by, a Director does not result in a Board meeting being invalid.

11.3 **Use of technology**

A Board meeting may be held using any means of audio or audio-visual communication by which each Director participating can hear and be heard by each other Director participating or in any other way permitted by section 248D of the Act. A Board meeting held solely or partly by technology is treated as held at the place at which the greatest number of the

Directors present at the meeting is located or, if an equal number of Directors is located in each of two or more places, at the place where the chairman of the meeting is located.

11.4 **Chairing Board meetings**

The Board may elect a Director to chair its meetings and decide the period for which that Director holds that office. If there is no chairman of Directors or the chairman is not present at the time for which a Board meeting is called or is unwilling to act, the Directors present must elect a Director present to chair the meeting.

11.5 **Quorum**

- (a) Unless the Board decides otherwise, the quorum for a Board meeting is two Directors and a quorum must be present for the whole meeting. An Alternate who is also a Director or a person who is an Alternate for more than one Appointor may only be counted once toward a quorum. A Director is treated as present at a meeting held by audio or audio-visual communication if the Director is able to hear and be heard by all others attending. If a meeting is held in another way permitted by section 248D of the Act, the Board must resolve the basis on which Directors are treated as present.
- (b) If a quorum is not present within 30 minutes from the scheduled start of a Board meeting:
 - (i) the meeting is adjourned to the day that is 5 Business Days after the day appointed for the original meeting; and
 - (ii) the time and place of the adjourned meeting is otherwise the same as for the original meeting.

(a Reconvened Board Meeting).
- (c) At the Reconvened Board Meeting:
 - (i) notwithstanding rule 11.5(a), a quorum is the Director(s) present at the Reconvened Board Meeting; and
 - (ii) a resolution of the Board (including in relation to a Board Reserved Matter) may only be passed by the Directors present and entitled to vote on the matter provided that the requisite majority of the directors votes in favour of the relevant resolution.
- (d) If a Director is prohibited from voting, a resolution of the Board (including a Board Reserved Matter) may be passed by those Directors present and entitled to vote on the matter provided that the requisite majority of the remaining directors votes in favour of the relevant resolution.

11.6 **Majority decisions**

Subject to rule 4.3(b), a resolution of the Board is passed if a majority of the votes cast by Directors entitled to vote on the resolution are in favour of it. The chairman of a Board meeting does not have a second or casting vote. If an equal number of votes is cast for and against a resolution, the matter is decided in the negative.

11.7 **Procedural rules**

The Board may adjourn and, subject to this document, otherwise regulate its meetings as it decides.

11.8 **Written resolution**

If all the Directors entitled to receive notice of a Board meeting and to vote on the resolution sign a document containing a statement that they are in favour of the resolution set out in the document, a Board resolution in those terms is passed at the time when the last Director signs.

11.9 **Additional provisions concerning written resolutions**

For the purpose of rule 11.8:

- (a) two or more separate documents in identical terms, each of which is signed by one or more Directors, are treated as one document;
- (b) signature of a document by an Alternate is not required if the Appointor of that Alternate has signed the document;
- (c) signature of a document by the Appointor of an Alternate is not required if that Alternate has signed the document in that capacity; and
- (d) a facsimile or electronic message containing the text of the document expressed to have been signed by a Director that is sent to the Company is a document signed by that Director at the time of its receipt by the Company.

11.10 **Valid proceedings**

Each resolution passed or thing done by, or with the participation of, a person acting as a Director or member of a committee is valid even if it is later discovered that:

- (a) there was a defect in the appointment of the person; or
- (b) the person was disqualified from continuing in office, voting on the resolution or doing the thing.

11.11 **Single Director Company**

If the Company is a Single Director Company:

- (a) a written record of a decision to a particular effect made by the sole Director counts as the passing by the Director of a resolution to that effect and has effect as minutes of that resolution and rules 11.1 to rule 11.10 do not apply; and
- (b) the sole Director is competent to exercise all the powers and discretions for the time being vested in or exercisable by the Board.

12. **MEETINGS OF MEMBERS**

12.1 **Calling meetings of members**

A meeting of members:

- (a) may be convened at any time by the Board or a Director; and
- (b) must be convened by the Board when required by section 249D of the Act or by order made under section 249G of the Act.

12.2 **Notice of meeting**

Subject to rules 12.3 and rule 12.6, at least 21 days' written notice of a meeting of members must be given individually to each member entitled to vote at the meeting, to each Director (other than an Alternate) and to the auditor (if any). Subject to any regulation made under section 249LA of the Act, the notice of meeting must comply with section 249L of the Act and may be given in any manner permitted by section 249J(3) of the Act.

12.3 **Short notice**

Subject to section 249H(4) of the Act:

- (a) if the Company has elected to convene a meeting of members as the annual general meeting, if all the members entitled to attend and vote agree; or
- (b) otherwise, if members who together have power to cast at least 95% of the votes that may be cast at the meeting agree,

a resolution may be proposed and passed at a meeting of which less than 21 days' notice has been given.

12.4 **Postponement or cancellation**

Subject to section 249D(5) of the Act, the Board may postpone or cancel a meeting of members by written notice given individually to each person entitled to be given notice of the meeting.

12.5 **Fresh notice**

If a meeting of members is postponed or adjourned for one month or more, the Company must give new notice of the resumed meeting.

12.6 **Notice to joint holders of shares**

If a share is held jointly, the Company need only give notice of a meeting of members (or of its cancellation or postponement) to the joint holder who is named first in the Register.

12.7 **Technology**

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

12.8 **Accidental omission**

The accidental omission to give notice to, or the non-receipt of notice by, any of those entitled to it does not invalidate any resolution passed at a meeting of members.

12.9 **Class meetings**

Rule 12 to rule 16 apply to a separate meeting of a class of members as far as they are capable of application and modified as necessary.

13. **PROCEEDINGS AT MEETINGS OF MEMBERS**

13.1 **Member present at meeting**

If a member has appointed a proxy or attorney or (in the case of a member which is a body corporate) a representative to act at a meeting of members, that member is taken to be present at a meeting at which the proxy, attorney or representative is present.

13.2 **Quorum**

- (a) Subject to section 249B of the Act, the quorum for a meeting of members is two Voting Members. Each individual present may only be counted once toward a quorum. If a member has appointed more than one proxy or representative only one of them may be counted toward a quorum.
- (b) If a quorum is not present within 30 minutes from the scheduled start of a meeting of members:
 - (i) the meeting is adjourned to the day that the Board decides and notifies to members, or if no decision is notified before then, to the day which is 5 Business Days after the day appointed for the original meeting; and
 - (ii) the time and place of the adjourned meeting is to be otherwise the same as for the original meeting.

(a **Reconvened Meeting of Members**)

- (c) At the Reconvened Meeting of Members, a quorum is the members present at the Reconvened Shareholders Meeting.

13.3 **Quorum not present**

If a quorum is not present within 15 minutes after the time for which a meeting of members is called:

- (a) if called as a result of a request of members under section 249D, the meeting is dissolved; and
- (b) in any other case:
 - (i) the meeting is adjourned to the day, time and place that the Board decides and notifies to members, or if no decision is notified before then, to the same time on the same day in the next week at the same place; and
 - (ii) if a quorum is not present at the adjourned meeting, the meeting is dissolved.

13.4 **Chairing meetings of members**

If the Board has appointed a Director to chair Board meetings, that Director may also chair meetings of members. If:

- (a) there is no Director who the Board has appointed to chair Board meetings for the time being; or
- (b) the Director appointed to chair Board meetings is not present at the time for which a meeting of members is called or is not willing to chair the meeting,

the Voting Members present must elect a member or Director present to chair the meeting.

13.5 **Attendance by auditor and Directors**

Every Director and the auditor (if any) has the right to attend and speak at all meetings of members whether or not a member.

13.6 Member's rights suspended while call unpaid

If a call on a share is due and unpaid, the holding of that share does not entitle the member to be present, speak, or vote at, or be counted in the quorum for, a meeting of members.

13.7 Adjournment

Subject to rule 12.5, the chairman of a meeting of members at which a quorum is present:

- (a) may, with the consent of the meeting; and
- (b) must, if directed by ordinary resolution of the meeting, adjourn it to another time and place.

13.8 Business at adjourned meetings

The only business that may be transacted at a meeting resumed after an adjournment is the business left unfinished immediately before the adjournment.

13.9 Technology

The Company may hold a meeting of members at two or more venues using any technology or a wholly virtual meeting so long as the members as a whole have a reasonable opportunity to participate.

14. PROXIES, ATTORNEYS AND REPRESENTATIVES

14.1 Appointment of proxies

Each member may appoint a proxy to attend and act for the member at a meeting of members. If the member is entitled to cast two or more votes at the meeting, the member may appoint two proxies to attend and act for the member at a meeting of members. An appointment of proxy must be made by written notice to the Company that:

- (a) complies with section 250A(1) of the Act; or
- (b) is in a form and mode, and is signed or otherwise authenticated by the member in a manner, satisfactory to the Board.

If a member appoints two proxies and the appointment does not specify the proportion or number of the member's votes each proxy may exercise, each proxy may exercise half of those votes.

14.2 Member's attorney

A member may appoint an attorney to act, or to appoint a proxy to act, at a meeting of members. If the appointor is an individual, the power of attorney must be signed in the presence of at least one witness.

14.3 Deposit of proxy appointment forms and powers of attorney

An appointment of a proxy or an attorney is not effective for a particular meeting of members unless:

- (a) in the case of a proxy, the proxy appointment form and, if it is executed by an attorney, the relevant power of attorney or a certified copy of it; and
- (b) in the case of an attorney, the power of attorney or a certified copy of it,

are received by the Company at its registered office or a fax number at that office (or another address specified for the purpose in the relevant notice of meeting) at least 48 hours before the time for which the meeting was called or, if the meeting has been adjourned, before the resumption of the meeting.

14.4 **Corporate representatives**

A member that is a body corporate may appoint an individual to act as its representative at meetings of members as permitted by section 250D of the Act.

14.5 **Appointment for particular meeting, standing appointment and revocation**

A member may appoint a proxy, attorney or representative to act at a particular meeting of members or make a standing appointment and may revoke any appointment. A proxy, attorney or representative may, but need not, be a member.

14.6 **Position of proxy or attorney if member present**

The appointment of a proxy or attorney is not revoked by the member attending and taking part in the general meeting, but if the member votes on a resolution, the proxy or attorney is not entitled to vote, and must not vote, as the member's proxy or attorney on the resolution.

14.7 **Priority of conflicting appointments of attorney or representative**

If more than one attorney or representative appointed by a member is present at a meeting of members and the Company has not received notice of revocation of any of the appointments:

- (a) an attorney or representative appointed to act at that particular meeting may act to the exclusion of an attorney or representative appointed under a standing appointment; and
- (b) subject to rule 14.7(a), an attorney or representative appointed under a more recent appointment may act to the exclusion of an attorney or representative appointed earlier in time.

14.8 **More than two current proxy appointments**

An appointment of proxy by a member is revoked (or, in the case of a standing appointment, suspended for that particular meeting) if the Company receives a further appointment of proxy from that member which would result in there being more than two proxies of that member entitled to act at a meeting. The appointment of proxy made first in time is the first to be treated as revoked or suspended by this rule.

14.9 **Continuing authority**

An act done at a meeting of members by a proxy, attorney or representative is valid even if, before the act is done, the appointing member:

- (a) dies or becomes mentally incapacitated;
- (b) becomes bankrupt or an insolvent under administration or is wound up;
- (c) revokes the appointment or revokes the authority under which the appointment was made by a third party; or
- (d) transfers the share to which the appointment relates,

unless the Company has received written notice of the matter before the start or resumption of the meeting at which the vote is cast.

15. ENTITLEMENT TO VOTE

15.1 Number of votes

Subject to sections 250BB(1) and 250BC of the Act, rule 13.6, rule 14, rule 15.2 and rule 15.3 and the terms on which shares are issued:

- (a) on a show of hands:
 - (i) if a member has appointed two proxies, neither of those proxies may vote;
 - (ii) a member who is present and entitled to vote and is also a proxy, attorney or representative of another member has one vote; and
 - (iii) subject to paragraphs (a)(i) and (a)(ii), every individual present who is a member, or a proxy, attorney or representative of a member, entitled to vote has one vote; and
- (b) on a poll, a member has one vote for every share held.

The chairman of a meeting of members does not have a second or casting vote. If an equal number of votes is cast for and against a resolution the matter is decided in the negative.

15.2 Votes of joint holders

If there are joint holders of a share, any one of them may vote at a meeting of members, in person or by proxy, attorney or representative, as if that holder were the sole owner of the share. If more than one of the joint holders of a share (including, for the purposes of this rule, joint legal personal representatives of a dead member) are present at a meeting of members, in person or by proxy, attorney or representative, and tender a vote in respect of the share, the Company may only count the vote cast by, or on behalf of, the most senior joint holder who tenders a vote. For this purpose, seniority depends on the order in which the names of the joint holders are listed in the Register.

15.3 Voting restrictions

If:

- (a) the Act requires that some members do not vote on a resolution, or that votes cast by some members be disregarded, in order for the resolution to have an intended effect; and
- (b) the notice of the meeting at which the resolution is proposed states that fact,

those members have no right to vote on that resolution and the Company must not count any votes purported to be cast by those members. If a proxy purports to vote in a way or in circumstances that contravene section 250BB(1) of the Act, on a show of hands the vote is invalid and the Company must not count it and on a poll rule 16.3(c) applies.

15.4 Decision on right to vote

A Voting Member or Director may challenge a person's right to vote at a meeting of members. A challenge may only be made at the meeting. A challenge, or any other doubt as to the validity of a vote, must be decided by the chairman, whose decision is final.

16. **HOW VOTING IS CARRIED OUT**

16.1 **Method of voting**

A resolution put to the vote at a meeting of members must be decided on a show of hands unless a poll is demanded under rule 16.2 either before or on declaration of the result of the vote on a show of hands. Unless a poll is demanded, the chairman's declaration of a decision on a show of hands is final.

16.2 **Demand for a poll**

- (a) A poll may be demanded on any resolution (except a resolution concerning the election of the chairman of a meeting) by a member entitled to vote on the resolution or the chairman.
- (b) The demand for a poll does not affect the continuation of the meeting for the transaction of other business and may be withdrawn.

16.3 **When and how polls must be taken**

If a poll is demanded:

- (a) if the resolution is for the adjournment of the meeting, the poll must be taken immediately and, subject to rule 16.3(c), in the manner that the chairman of the meeting directs;
- (b) in all other cases, the poll must be taken at the time and place and, subject to rule 16.3(c), in the manner that the chairman of the meeting directs;
- (c) votes which sections 250BB(1) or 250BC of the Act require to be cast in a given way must be treated as cast in that way;
- (d) a person voting who has the right to cast two or more votes need not cast all those votes and may cast those votes in different ways; and
- (e) the result of the poll is the resolution of the meeting at which the poll was demanded.

17. **RESOLUTIONS WITHOUT MEETINGS**

17.1 **Written resolutions**

- (a) Subject to section 249A(1) of the Act, the Company may pass a resolution required by law without a general meeting being called or held if the resolution is set out in a document signed in the manner set out in section 249A of the Act.
- (b) A members' resolution for a Shareholder Reserved Matter is taken to have been passed by circulating resolution if:
 - (i) a notice containing the resolution is sent to each member who would have been entitled to vote on it, had it been proposed at a members' meeting; and
 - (ii) members holding the requisite majority of the votes entitled to be cast on the resolution signify their assent to the resolution
 - (iii) a member who does not signify his or her consent by the date specified in the notice is taken to have voted against it; and

- (iv) if the required number of the members assent to the resolution, the resolution is passed on the last day and at the last time at which the document was assented to by a member so that the requisite majority was satisfied.

17.2 **Signature of resolutions**

The Company may treat a document on which a facsimile or electronic signature appears or which is otherwise acknowledged by a member in a manner satisfactory to the Board as being signed by that member.

18. **SECRETARY**

18.1 **Appointment of Secretary**

The Board may appoint one or more individuals to be a Secretary either for a specified term or without specifying a term.

18.2 **Terms and conditions of office**

A Secretary holds office on the terms (including as to remuneration) that the Board decides. The Board may vary any decision previously made by it in respect of a Secretary.

18.3 **Cessation of Secretary's appointment**

A person automatically ceases to be a Secretary if the person:

- (a) is not permitted by the Act (or an order made under the Act) to be a secretary of a company;
- (b) becomes disqualified from managing corporations under Part 2D.6 of the Act and is not given permission or leave to manage the Company under section 206F or 206G of the Act;
- (c) becomes of unsound mind or physically or mentally incapable of performing the functions of that office;
- (d) resigns by notice in writing to the Company; or
- (e) is removed from office under rule 18.4.

18.4 **Removal from office**

The Board may remove a Secretary from that office whether or not the appointment was expressed to be for a specified term.

19. **MINUTES**

19.1 **Minutes must be kept**

The Board must cause minutes of:

- (a) proceedings and resolutions of meetings of the Company's members;
- (b) the names of Directors present at each Board meeting or committee meeting;
- (c) proceedings and resolutions of Board meetings (including meetings of a committee to which Board powers are delegated under rule 7);
- (d) resolutions passed by members without a meeting;

(e) resolutions passed by Directors, and declarations made by a single Director, without a meeting; and

(f) disclosures and notices of Directors' interests,

to be kept in accordance with sections 191, 192 and 251A of the Act.

19.2 **Minutes as evidence**

A minute recorded and signed in accordance with section 251A of the Act is evidence of the proceeding, resolution or declaration to which it relates unless the contrary is proved.

19.3 **Inspection of minute books**

The Company must allow members to inspect, and provide copies of, the minute books for the meetings of members and for resolutions of members passed without meetings in accordance with section 251B of the Act.

20. **COMPANY SEALS**

20.1 **Common seal**

The Board:

(a) may decide whether or not the Company has a common seal; and

(b) is responsible for the safe custody of that seal (if any) and any duplicate seal it decides to adopt under section 123(2) of the Act.

20.2 **Use of seals**

The common seal and duplicate seal (if any) may only be used with the authority of the Board. The Board must not authorise the use of a seal that does not comply with section 123 of the Act.

20.3 **Fixing seals to documents**

The fixing of the common seal, or any duplicate seal, to a document must be witnessed:

(a) if the Company is a Single Director Company and the sole Director is also the sole Secretary, by that person; or

(b) otherwise, by two Directors or one Director and one Secretary; or

(c) (in either case) by any other signatories or in any other way (including the use of facsimile signatures) authorised by the Board.

If the fixing of the seal is witnessed in accordance with rule 20.3(a), a statement by the witness that the witness is the sole director and sole company secretary of the Company should appear next to the signature, but the absence of that statement does not affect the validity of the execution.

21. **FINANCIAL REPORTS AND AUDIT**

21.1 **Company to keep financial records**

The Board must cause the Company to keep written financial records that:

(a) correctly record and explain its transactions (including transactions undertaken as trustee) and financial position and performance; and

(b) would enable true and fair financial statements to be prepared and audited, and must allow a Director to inspect those records at all reasonable times.

21.2 **Financial reporting**

If required by Part 2M.3 of the Act, the Board must cause the Company to prepare a financial report and a directors' report that comply with that Part and must report to members in accordance with section 314 of the Act no later than the deadline set by section 315 of the Act.

21.3 **Audit**

Unless section 301(2) of the Act applies, the Board must cause the Company's financial report (if any) for each financial year to be audited and obtain an auditor's report. The eligibility, appointment, removal, remuneration, rights and duties of the auditor (if any) are regulated by Division 3 of Part 2M.3, Divisions 1 to 6 of Part 2M.4 and sections 1280, 1289, 1299B and 1299C of the Act.

21.4 **Inspection of financial records and books**

Subject to rule 19.3 and section 247A of the Act, a member who is not a Director does not have any right to inspect any document of the Company except as authorised by the Board or by a resolution of members.

22. **SHARES**

22.1 **Issue at discretion of Board**

- (a) The Board may, on behalf of the Company, issue Equity Securities to any person on the terms, with the rights, and at the times that the Board decides in accordance with Schedule 3.
- (b) The Board, without giving any reason, may refuse to register an issue of shares under a CSF Offer.
- (c) If the Board refuses to register an issue of Shares under a CSF Offer, the Company must give notice of the refusal within two months after the date on which the CSF Offer was delivered to it.

22.2 **Refusal to register transfer**

- (a) The Board, without giving any reason, may refuse to register a transfer of shares if:
 - (i) subject to section 259C of the Act, the transfer is to a subsidiary of the Company;
 - (ii) this document has not been complied with or the transfer would otherwise constitute a breach of this document;
 - (iii) the proposed transfer would breach a law (including without limitation, any prohibition on transfer prescribed under the Act that applies to a CSF Shareholder);
 - (iv) the proposed transfer would breach the terms or conditions of an Authorisation which would have a material adverse effect on the business or the Group; or

(v) the Board reasonably determines in good faith that the transfer would be materially detrimental to the interests of the Company.

(b) If the Board refuses to register a transfer of shares, the Company must give the transferee notice of the refusal within two months after the date on which the transfer was delivered to it.

22.3 **Preference and redeemable preference shares**

The Company may issue preference shares (including preference shares that are liable to be redeemed). The rights attached to preference shares must include the rights set out in or determined in accordance with Schedule 1.

22.4 **Brokerage and commissions**

The Company may pay brokerage or commissions to a person in respect of that person or another person agreeing to take up shares in the Company.

22.5 **Surrender of shares**

The Board may accept a surrender of shares:

- (a) to compromise a question as to whether those shares have been validly issued; or
- (b) if surrender is otherwise within the Company's powers.

The Company may sell or re-issue surrendered shares in the same way as forfeited shares.

23. **CSF OFFERS**

- (a) The Company may, from time to time, make a CSF Offer.
- (b) If at any time the Company is making a CSF Offer, or has one or more CSF Shareholders, the following rules apply:
 - (i) notwithstanding anything contained in this Constitution, if the Act prohibits an act being done in connection with a CSF Offer, or as a result of the Company having one or more CSF Shareholders, the act shall not be done;
 - (ii) nothing contained in this Constitution prevents an act being done that the Act requires to be done in connection with a CSF Offer, or as a result of the Company having one or more CSF Shareholders;
 - (iii) if the Act requires an act to be done or not to be done in connection with a CSF Offer, or as a result of the Company having one or more CSF Shareholders, authority is given for that act to be done or not to be done (as the case may be);
 - (iv) if the Act requires this Constitution to contain a provision in connection with a CSF Offer, or as a result of the Company having one or more CSF Shareholders, and it does not contain such a provision, this Constitution is deemed to contain that provisions;
 - (v) if the Act requires this Constitution to not contain a provision in connection with a CSF Offer, or as a result of the Company having one or more CSF Shareholders, and it does contain such a provision, this Constitution is deemed to not contain that provision; and

- (vi) if any provision of this Constitution is or becomes inconsistent with the Act in connection with a CSF Offer, or as a result of the Company having one or more CSF Shareholders, this Constitution is deemed not to contain that provision to the extent of the inconsistency.

24. **CERTIFICATES**

24.1 **Issue of share certificate**

The Company must issue a certificate of title to shares that complies with section 1070C of the Act and deliver it to the holder of those shares in accordance with section 1071H of the Act.

24.2 **Multiple certificates and joint holders**

If a member requests the Company to issue several certificates each for a part of the shares registered in the member's name, the Company must do so. For this purpose, joint holders of shares are a single member. The Company may issue only one certificate that relates to each share registered in the names of two or more joint holders and may deliver the certificate to any of those joint holders.

24.3 **Lost and worn-out certificates**

If a certificate:

- (a) is lost or destroyed and the owner of the relevant securities applies in accordance with section 1070D(5) of the Act, the Company must; or
- (b) is defaced or worn out and is produced to the Company, the Company may, issue a new certificate in its place.

25. **REGISTER**

25.1 **Joint holders**

If the Register names two or more joint holders of a share, the Company must treat the person named first in the Register in respect of that share as the sole owner of it for all purposes (including the giving of notice) except in relation to:

- (a) delivery of certificates (to which rule 24.2 applies);
- (b) the right to vote (to which rule 15.2 applies);
- (c) the power to give directions as to payment of, or a receipt for, dividends (to which rule 28.7 and rule 28.8 apply);
- (d) liability for instalments or calls (which, subject to section 1072E(8) of the Act, is joint and several); and
- (e) transfer.

25.2 **Nominee holders**

A registered holder of shares who holds them as trustee for, or otherwise on behalf of or on account of, a body corporate, must give the Company written notice of that fact in accordance with section 1072E(11) of the Act.

25.3 **Non-beneficial holders**

Subject to sections 169(5A) and 1072E of the Act, unless otherwise ordered by a court of competent jurisdiction or required by statute, the Company:

- (a) may treat the registered holder of any share as the absolute owner of it; and
- (b) need not recognise any equitable or other claim to or interest in a share by any person except a registered holder.

26. **PARTLY PAID SHARES**

26.1 **Fixed instalments**

If a share is issued on terms that some or all of the issue price is payable by instalments, the registered holder of the share must pay every instalment to the Company when due. If the registered holder does not do so, rules 26.6 to 26.14 apply as if the registered holder had failed to pay a call.

26.2 **Prepayment of calls**

The Board may:

- (a) accept prepayment of some or all of the amount unpaid on a share above the sums actually called as a payment in advance of calls;
- (b) agree:
 - (i) to payment by the Company of interest at a rate no higher than the Interest Rate on that part of the advance payment which for the time being exceeds the aggregate amount of the calls then made on the shares in respect of which it was paid; or
 - (ii) that the amount paid in advance will be taken into account in calculating participation in profit or ascertaining entitlement to surplus on a winding up or other distributions attributable to that share; and
- (c) unless otherwise agreed between the member and the Company, repay the sum.

26.3 **Calls made by Board**

Subject to the terms of issue of a share and to any special resolution passed under section 254N of the Act, the Board may:

- (a) make calls on a member for some or all of the money unpaid on a share held by that member;
- (b) make a call payable by instalments; and
- (c) revoke or postpone a call,

and must give the relevant member written notice of the call specifying to whom the call must be paid and the time for payment (which must be at least 14 days after the notice is given).

26.4 **Classes of shares**

The Board may issue shares on terms as to the amount of calls to be paid and the time for payment of those calls which are different as between the holders of those shares. The Board may make different calls on different classes of shares.

26.5 **Obligation to pay calls**

Subject to section 1072E(8) of the Act, a member subject to a call must pay the amount of the call to the payee named in the notice of call no later than the time specified in the notice. Joint holders of a share are jointly and severally liable for calls.

26.6 **Called Amounts**

If a call is not paid on or before the day specified for payment, the Board may require the member liable for the call to pay:

- (a) interest on the amount of the call at the Interest Rate from that day until payment is made; and
- (b) all costs and expenses incurred by the Company because payment was not made on that day.

26.7 **Proof of call**

If, on the hearing of an action for recovery of a Called Amount, it is proved that:

- (a) the minute books of the Company record the Board's resolution making the call;
- (b) notice of the call was given under rule 26.3; and
- (c) the person sued appears in the Register as a holder of the share in respect of which the call was made,

proof of those matters is conclusive proof of the debt.

26.8 **Forfeiture notice**

At any time after a Called Amount is due to be paid, the Board may give the relevant member a notice which:

- (a) requires the member to pay the Called Amount; and
- (b) states that if payment is not made within 7 days of the notice, the share to which the call relates is liable to be forfeited.

26.9 **Forfeiture**

If the requirements of a notice given under rule 26.8 are not satisfied, the Board may forfeit the share in respect of which that notice was given (and all dividends, interest and other money payable in respect of that share and not actually paid before the forfeiture) by resolution passed before the Called Amount is paid.

26.10 **Disposal and re-issue of forfeited shares**

A share forfeited under rule 26.9 immediately becomes the property of the Company and the Board, on behalf of the Company, may:

- (a) re-issue the share with or without any money paid on it by any former holder credited as paid; or
- (b) sell or otherwise dispose of the share, and execute and register a transfer of it,

to the person and on the terms it decides. The title of the new holder is not affected by any irregularity in the forfeiture or the re-issue, sale or disposal and the sole remedy of any person previously interested in the share is damages which may be recovered only from the Company. The new holder is not liable for the Called Amount.

26.11 **Notice of forfeiture**

The Company must promptly:

- (a) give notice of the forfeiture of a share to the member who held the share immediately before the resolution for forfeiture was passed; and
- (b) enter the forfeiture and its date in the Register.

A written declaration that a share was forfeited on a specified date and notice of forfeiture was given in accordance with this document signed by a Director or Secretary is, in the absence of proof to the contrary, evidence of those facts and of the Company's right to dispose of the share.

26.12 **Cancellation of forfeiture**

The Board may cancel the forfeiture of a share on any terms at any time before it disposes of that share under rule 26.10.

26.13 **Effect of forfeiture**

A person who held a share which has been forfeited under rule 26.9 ceases to be a member in respect of that share but remains liable to pay the Called Amount until it is paid in full. The Board may elect not to enforce payment of an amount due to the Company under this rule.

26.14 **Application of proceeds**

The Company must:

- (a) apply the net proceeds of any re-issue, sale or disposal of a forfeited share under rule 26.10 (after payment of all costs and expenses) to satisfy the Called Amount; and
- (b) pay any surplus to the person who held the share immediately before forfeiture.

27. **COMPANY LIENS**

27.1 **Existence of liens**

Unless the terms of issue provide otherwise, the Company has a first and paramount lien on each share for:

- (a) all money called or payable at a fixed time in respect of that share (including money payable under rule 26.6) whether or not payment is due;
- (b) all money owed to the Company by a registered holder; and
- (c) amounts for which the Company is indemnified under rule 27.3.

The lien extends to all dividends payable in respect of the share and to proceeds of sale of the share.

27.2 **Sale under lien**

If:

- (a) the Company has a lien on a share;
- (b) an amount secured by the lien is due and payable;
- (c) the Company has given notice to the member registered as the holder of the share:
 - (i) requiring payment of the amount which is due and payable and secured by the lien; and
 - (ii) specifying a date (at least 14 days after the date of the notice) by which and a place at which payment of that amount must be made; and
- (d) the requirements of the notice given under paragraph (c) are not fulfilled,

the Company may sell the share as if it had been forfeited under rule 26.9 and rules 26.10 and 26.14 apply, to the extent practical and modified as necessary, as if the amount referred to in paragraph (b) were the Called Amount in respect of that share.

27.3 **Indemnity for payments required to be made by the Company**

If the law of any jurisdiction imposes or purports to impose any immediate, future or possible liability on the Company, or empowers or purports to empower any person to require the Company to make any payment, on account of a member or referable to a share held by that member (whether alone or jointly) or a dividend or other amount payable in respect of a share held by that member, the Company:

- (a) is fully indemnified by that member from that liability;
- (b) may recover, as a debt due from the member, the amount of that liability together with interest at the Interest Rate from the date of payment by the Company to the date of repayment by the member; and
- (c) may refuse to register a transfer of any share by that member until the debt has been paid to the Company.

Nothing in this document in any way prejudices or affects any right or remedy which the Company has (including any right of set off) and, as between the Company and the member, any such right or remedy is enforceable by the Company.

28. **DIVIDENDS**

28.1 **Accumulation of reserves**

The Board may:

- (a) set aside out of profits of the Company reserves to be applied, in the Board's discretion, for any purpose it decides and use any sum so set aside in the business of the Company or invest it in investments selected by the Board and vary and deal with those investments as it decides; or
- (b) carry forward any amount out of profits which the Board decides not to distribute without transferring that amount to a reserve; or
- (c) do both.

28.2 **Payment of dividends**

Subject to the Act, rule 28.3 and rule 28.9, and the terms of issue of shares, the Board may resolve to pay any dividend (including an interim dividend) it thinks appropriate and fix the time for payment. The Company does not incur a debt merely by fixing the amount or time for payment of a dividend. A debt arises only when the time fixed for payment arrives. The decision to pay a dividend may be revoked by the Board at any time before then.

28.3 **Amount of dividend**

Subject to the terms of issue of shares, the Company may pay a dividend on one class of shares to the exclusion of another class. Subject to rule 28.4, each share of a class on which the Board resolves to pay a dividend carries the right to participate in the dividend in the same proportion that the amount for the time being paid on the share bears to the total issue price of the share.

28.4 **Prepayments and payments during dividend period**

For the purposes of rule 28.3:

- (a) unless the Board has agreed otherwise under rule 26.2(b)(ii), an amount paid in advance of calls is not taken into account as part of the amount for the time being paid on a share; and
- (b) if an amount was paid on a share during the period to which a dividend relates, the Board may resolve that only the proportion of that amount which is the same as the proportion which the period from the date of payment to the end of the period to which the dividend relates bears to the total period to which the dividend relates counts as part of the amount for the time being paid on the share.

28.5 **Dividends in kind**

The Board may resolve to pay a dividend in cash or satisfy it by distribution of specific assets (including shares or securities of any other corporation), the issue of shares or the grant of options. If the Board satisfies a dividend by distribution of specific assets, the Board may:

- (a) fix the value of any asset distributed;
- (b) make cash payments to members on the basis of the value fixed so as to adjust the rights of members between themselves; and
- (c) vest an asset in trustees.

28.6 **Payment of dividend by way of securities in another corporation**

Where the Company satisfies a dividend by way of distribution of specific assets, being shares or other securities in another corporation, each member is taken to have agreed to become a member of that corporation and to have agreed to be bound by the constitution of that corporation. Each member also appoints each Director and each Secretary their agent and attorney to:

- (a) agree to the member becoming a member of that corporation;
- (b) agree to the member being bound by the constitution of that corporation; and
- (c) execute any transfer of shares or securities, or other document required to give effect to the distribution of shares or other securities to that member.

28.7 **Method of payment**

The Company may pay any cash dividend, interest or other money payable in respect of shares by cheque sent, and may distribute assets by sending the certificates or other evidence of title to them, through the post directed to:

- (a) the address of the member (or in the case of a jointly held share, the address of the joint holder named first in the Register); or
- (b) to any other address the member (or in the case of a jointly held share, all the joint holders) directs in writing.

28.8 **Joint holders' receipt**

Any one of the joint holders of a share may give an effective receipt for any dividend, interest or other money payable in relation to that share.

28.9 **Retention of dividends by Company**

The Company may retain the dividend payable on a share:

- (a) of which a person seeks to be registered as the holder under rule 30.2 or rule 30.3, until that person is registered as the holder of that share or transfers it; or
- (b) on which the Company has a lien, to satisfy the liabilities in respect of which the lien exists.

28.10 **No interest on dividends**

No member may claim, and the Company must not pay, interest on a dividend (either in money or kind).

29. **TRANSFER OF SHARES**

29.1 **Pre-emptive right on transfer**

A transfer of shares must be conducted in accordance with Schedule 2.

29.2 **Instrument of transfer**

Subject to rule 29.3, a member may transfer a share by a document the form of which is permitted by law and which is signed by or on behalf of both the transferor and the transferee. The Company must not register a transfer that does not comply with this rule.

29.3 **Delivery of transfer and certificate**

A document of transfer must be:

- (a) delivered to the registered office of the Company or the address of the Register last notified to members by the Company;
- (b) accompanied by the certificate for the shares to be transferred or evidence satisfactory to the Board of its loss or destruction; and
- (c) marked with payment of any stamp duty payable.

Property in and title to a document of transfer that is delivered to the Company (but not the shares to which it relates) passes to the Company on delivery.

29.4 **Refusal to register transfer**

The Board must not register a transfer of a shares unless the transfer is in accordance with Schedule 2.

29.5 **Transferor remains holder until transfer registered**

The transferor of a share remains the holder of it until the transfer is registered and the name of the transferee is entered in the Register in respect of it.

29.6 **Powers of attorney**

The Company may assume, as against a member, that a power of attorney granted by that member that is lodged with or produced or exhibited to the Company remains in force, and may rely on it, until the Company receives express notice in writing at its registered office of:

- (a) the revocation of the power of attorney; or
- (b) the death, dissolution or insolvency of the member

29.7 **Drag Along and Tag Along Rights**

For so long as the Company is not subject to Chapter 6 of the Act, Schedule 4 applies in the event of a Drag Along Event or a Tag Offer.

29.8 **Initial Public Offering**

Schedule 5 applies in the event of an IPO.

30. **TRANSMISSION OF SHARES**

30.1 **Death of joint holder**

The Company must recognise only the surviving joint holders as being entitled to shares registered jointly in the names of a deceased member and others. The estate of the deceased joint holder is not released from any liability in respect of the shares.

30.2 **Death of single holder**

The Company must not recognise anyone except the legal personal representative of the deceased member as having any title to shares registered in the sole name of a deceased member. If the personal representative gives the Board the documents described in

section 1071B(9) or 1071B(13) of the Act or other information that satisfies the Board of the representative's entitlement to be registered as holder of the shares:

- (a) subject to rule 29.4 and rule 30.4 the Company must register the personal representative as the holder of the shares as soon as practical after receipt of a written and signed notice to the Company from the representative requiring it to do so; and
- (b) whether or not registered as the holder of the shares, the personal representative:
 - (i) may, subject to rule 29, transfer the shares to another person; and
 - (ii) has the same rights as the deceased member.

30.3 **Transmission of shares on insolvency or mental incapacity**

Subject to the *Bankruptcy Act 1966*, if a person entitled to shares because of the insolvency or mental incapacity of a member gives the Board the information it reasonably requires to establish the person's entitlement to be registered as holder of the shares:

- (a) subject to rule 29.4 and rule 30.4 the Company must register that person as the holder of the shares as soon as practical after receipt of a written and signed notice to the Company from that person requiring it to do so; and
- (b) whether or not registered as the holder of the shares, that person:
 - (i) may, subject to rule 29, transfer the shares to another person; and
 - (ii) has the same rights as the insolvent or incapable member.

If section 1072C of the Act applies, this rule is supplemental to it.

30.4 **Refusal to register holder**

The Company has the same right to refuse to register a personal representative or person entitled to shares on the insolvency or mental incapacity of a member as it would have if that person was the transferee named in a transfer signed by a living, solvent, competent member.

31. **SHARE CAPITAL**

31.1 **Capitalisation of profits**

The Company may capitalise profits, reserves or other amounts available for distribution to members. Subject to the terms of issue of shares, members are entitled to participate in a capital distribution in the same proportions in which they are entitled to participate in dividends.

31.2 **Adjustment of capitalised amounts**

The Board may settle any difficulty that arises in regard to a capitalisation of profits as it thinks appropriate and necessary to adjust the rights of members among themselves including:

- (a) fix the value of specific assets;
- (b) issue fractional certificates;

- (c) make cash payments to members on the basis of the value fixed or on the basis that fractional entitlements are disregarded so as to adjust the rights of members between themselves; and
- (d) vest cash or specific assets in trustees.

31.3 **Conversion of shares**

Subject to Part 2H.1 of the Act and rule 22.3 and rule 31.7, the Company may convert:

- (a) an ordinary share into a preference share;
- (b) a preference share into an ordinary share; and
- (c) all or any of its shares into a larger or smaller number of shares.

31.4 **Reduction of capital**

The Company may reduce its share capital:

- (a) by reduction of capital in accordance with Division 1 of Part 2J.1 of the Act;
- (b) by buying back shares in accordance with Division 2 of Part 2J.1 of the Act;
- (c) in the ways permitted by sections 258E and 258F of the Act; or
- (d) in any other way for the time being permitted by the Act.

31.5 **Payments in kind**

Where the Company reduces its share capital in accordance with Division 1 of Part 2J.1 of the Act, it may do so by way of payment of cash, distribution of specific assets (including shares or other securities in another corporation), or in any other manner permitted by law. If the reduction is by distribution of specific assets, the Board may:

- (a) fix the value of any assets distributed;
- (b) make cash payments to members on the basis of the value fixed so as to adjust the rights of members between themselves; and
- (c) vest an asset in trustees.

31.6 **Payment in kind by way of securities in another corporation**

Where the Company reduces its share capital by way of distribution of specific assets, being shares or other securities in another corporation, each member is taken to have agreed to become a member of that corporation and to have agreed to be bound by the constitution of that corporation. Each member also appoints each Director and each Secretary their agent and attorney to:

- (a) agree to the member becoming a member of that corporation;
- (b) agree to the member being bound by the constitution of that corporation; and
- (c) execute any transfer of shares or securities, or other document required to give effect to the distribution of shares or other securities to that member.

31.7 **Variation of rights**

If the Company issues different classes of shares, or divides issued shares into different classes, the rights attached to shares in any class may (subject to sections 246C and 246D of the Act) be varied or cancelled only:

- (a) with the written consent of the holders of 75% of the issued shares of the affected class; or
- (b) by special resolution passed at a separate meeting of the holders of the issued shares of the affected class.

Subject to the terms of issue of shares, the rights attached to a class of shares are not treated as varied by the issue of further shares of that class.

32. **WINDING UP**

32.1 **Entitlement of members**

Subject to the terms of issue of shares and this rule 32, the surplus assets of the Company remaining after payment of its debts are divisible among the members in proportion to the number of fully paid shares held by them and, for this purpose, a partly paid share is counted as a fraction of a fully paid share equal to the proportion which the amount paid on it bears to the total issue price of the share.

32.2 **Distribution of assets generally**

If the Company is wound up, the liquidator may, with the sanction of a special resolution:

- (a) divide the assets of the Company among the members in kind;
- (b) for that purpose, fix the value of assets and decide how the division is to be carried out as between the members and different classes of members; and
- (c) vest assets of the Company in trustees on any trusts for the benefit of the members the liquidator thinks appropriate.

32.3 **No distribution of liabilities**

The liquidator cannot compel a member to accept marketable securities in respect of which there is a liability as part of a distribution of assets of the Company.

32.4 **Distribution not in accordance with legal rights**

If the liquidator decides on a division or vesting of assets of the Company under rule 32.2 which is not in accordance with the legal rights of the contributories, any contributory who would be prejudiced by it has a right to dissent and ancillary rights as if that decision were a special resolution passed under section 507 of the Act.

33. **NOTICES**

33.1 **Notices by Company**

A notice is properly given by the Company to a member if it is:

- (a) in writing signed on behalf of the Company (by original or printed signature);
- (b) addressed to the member to whom it is to be given; and

- (c) either:
 - (i) delivered personally;
 - (ii) sent by prepaid mail (by airmail if the addressee is overseas) to that member's address;
 - (iii) sent by fax to the fax number (if any) nominated by that member; or
 - (iv) sent by electronic message to the electronic address (if any) nominated by that member.

33.2 **Overseas members**

A member whose registered address is not in Australia may notify the Company in writing of an address in Australia to which notices may be sent.

33.3 **When notice is given**

A notice to a member by the Company is regarded as given and received:

- (a) if it is delivered personally or sent by fax or electronic message (including email):
 - (i) by 5.00 pm (local time in the place of receipt) on a business day - on that day; or
 - (ii) after 5.00 pm (local time in the place of receipt) on a business day, or on a day that is not a business day - on the next business day; and
- (b) if it is sent by mail:
 - (i) within Australia - one business day after posting; or
 - (ii) to a place outside Australia - three business days after posting.

A certificate in writing signed by a Director or Secretary stating that a notice was sent is conclusive evidence of service.

33.4 **Business days**

For the purposes of rule 33.3, a business day is a day that is not a Saturday, Sunday or public holiday in the place to which the notice is sent.

33.5 **Notice to joint holders**

Notice to joint holders of shares must be given to the joint member named first in the Register. . Every person who becomes entitled to a share is bound by every notice in respect of that share that was properly given to a person registered as the holder the share before the transfer or transmission of the share was entered in the Register.

33.6 **Counting days**

If a specified period must pass after a notice is given before an action may be taken, neither the day on which the notice is given nor the day on which the action is to be taken may be counted in reckoning the period.

34. **BREACHES OF THIS DOCUMENT**

If an Event of Default occurs Schedule 6 applies.

35. **UNCLAIMED MONEY**

The Company must deal with unclaimed dividends and distributions in accordance with the law relating to unclaimed money in the Company's jurisdiction of registration.

SCHEDULE 1

Terms of issue of preference shares

1. DEFINITIONS

The following definitions apply in relation to a preference share issued under rule 22.3.

Dividend Amount for any Dividend Period means the amount calculated as

$$DA = \frac{AP \times DR \times N}{365}$$

where:

DA = Dividend Amount;

AP = amount paid on the share;

DR = Dividend Rate; and

N = number of days in the relevant Dividend Period.

Dividend Date means a date specified in the Issue Resolution on which a dividend in respect of that preference share is payable.

Dividend Period means:

- (a) the period that begins on and includes the Issue Date and ends on and includes the day before the first Dividend Date after the Issue Date; and
- (b) the period that begins on and includes each Dividend Date and ends on and includes the day before the next Dividend Date; and
- (c) the period that begins on and includes the last Dividend Date and ends on and includes the day before the Redemption Date.

Dividend Rate means the rate specified in the Issue Resolution for the calculation of the amount of dividend to be paid on that preference share on any Dividend Date.

franked dividend means a distribution franked in accordance with section 202-5 of the Tax Act.

Issue Date means the date on which the share is issued.

Issue Resolution means the resolution passed under clause 2 of this Schedule.

redeemable preference share means a preference share which the Issue Resolution specifies is liable to be redeemed:

- (a) at a fixed time or on the happening of a particular event;
- (d) at the Company's option; or
- (e) at the holder's option.

Redemption Amount in relation to a redeemable preference share means the amount specified in the Issue Resolution to be paid on redemption of that share.

Redemption Date in relation to a redeemable preference share, means the date on which the Issue Resolution requires the Company to redeem that share.

Tax Act means the *Income Tax Assessment Act 1936* (Cth), the *Income Tax Assessment Act 1997* (Cth), or both, as applicable.

2. **ISSUE RESOLUTION**

If the Board resolves to issue a preference share, it must pass a resolution which specifies:

- (a) the Dividend Date;
- (b) the Dividend Rate;
- (c) whether dividends are cumulative or non-cumulative;
- (d) the priority with respect to payment of dividends and repayment of capital over other classes of shares;
- (e) whether the share is a redeemable preference share or not, and if so:
 - (i) the Redemption Amount; and
 - (ii) if the share is redeemable at the end of a fixed period, the Redemption Date, or otherwise the circumstances (if any) in which the share is redeemable at the option of the holder or of the Company, the way in which that option must be exercised and the way in which the resulting Redemption Date is ascertained; and
- (f) such other terms as the Board may determine.

3. **FRANKED DIVIDENDS**

If the Issue Resolution specifies that the dividend on preference shares must be a franked dividend, it may also specify:

- (a) the extent to which the dividend must be franked (within the meaning of the Tax Act); and
- (b) the consequences of the dividend not being franked to that extent, which may include an increase of the dividend by an amount equal to the additional amount of franking credit which would have been imputed to the holder of the share under the Tax Act if the dividend had been franked in accordance with the Issue Resolution.

4. **DIVIDEND ENTITLEMENT**

The holder of a preference share is entitled to be paid on each Dividend Date or, in the case of the final dividend payable on the share, on the Redemption Date, in priority to any payment of dividend on any other class of shares over which the relevant Issue Resolution or rights conferred under rule 22.3 give it priority, a preferential dividend of the Dividend Amount for the Dividend Period ending on the day before that Dividend Date or the Redemption Date (as the case may be).

The dividend entitlement is cumulative if the Issue Resolution states that it is cumulative and otherwise is non-cumulative.

5. **PRIORITY ON WINDING UP**

The holder of a preference share is entitled, on a winding up, to payment in cash of:

- (a) the amount then paid up on the share; and
- (b) if the Issue Resolution states that dividends are cumulative, any arrears of dividend,

in priority to any payment to the holders of ordinary shares and any other class of preference share over which the relevant Issue Resolution or rights conferred under rule 22.3 give it priority but has no right to participate in surplus assets and profits of the Company.

6. **VOTING**

The holder of a preference share has no right to vote at any meeting of members except:

- (a) if the Issue Resolution states that dividends are cumulative, during a period during which a dividend on the share is in arrears; and
- (b) if approval of preference shareholders is required under Part 2J.1 of the Act:
 - (i) on a proposal to reduce the Company's share capital; or
 - (ii) on a resolution to approve the terms of a buy-back agreement, on that proposal or resolution; and
- (c) on a proposal that affects rights attached to the share.

7. **NOTICES AND FINANCIAL REPORTS**

The Company must give the holder of a preference share notice of each meeting of members in accordance with rule 12 and send the holder financial reports in accordance with rule 21.2.

8. **REDEMPTION OF REDEEMABLE PREFERENCE SHARES**

Subject to the Act, the Company must redeem a redeemable preference share on the Redemption Date by paying the Redemption Amount to the holder in cash, by cheque or in any other form that the Board decides. If the Company sends the holder of a redeemable preference share a cheque for the Redemption Amount, the share is redeemed on the date on which rule 33.3(b) would treat the cheque as being received by the holder, whether or not the holder has presented the cheque. If the holder of a redeemable preference share does not present a cheque for the Redemption Amount within a reasonable period after it is sent, the Company must deal with the Redemption Amount in accordance with rule 35.

9. **EQUAL RANKING ISSUES**

Subject to the terms of issue of any particular class of preference share, the issue of further preference shares that rank equally with any issued preference shares is not taken to affect the rights of the holders of the existing preference share whether or not the Dividend Rate for the new preference share is the same as or different from that applicable to that preference share.

SCHEDULE 2

Disposal restrictions and pre-emptive rights

1. RESTRICTIONS ON SECURITY INTERESTS AND DISPOSAL

1.1 Restriction on Security Interests over shares

A member must not create or permit to exist any Security Interest over all or any of its shares unless:

- (a) the Security Interest forms part of this document; or
- (b) the Board resolves to allow the Security Interest on whatever terms and conditions it considers appropriate.

1.2 Restrictions on Disposals of shares

A Shareholder must not Dispose of any shares, except pursuant to:

- (a) clause 1.3 of this Schedule;
- (b) clause 2 of this Schedule;
- (c) acceptance of a takeover bid under Chapter 6 of the Act or pursuant to a scheme of arrangement under Part 5.1 of the Act;
- (d) a Disposal approved by the Board as a Board Special Resolution;
- (e) a Disposal to a Shareholder that is not a Substantial Shareholder and that does not, by virtue of the Disposal, become a Substantial Shareholder; or
- (f) a Disposal approved in accordance with the Company's Financial Hardship and Compassionate Policy that is in relation to the whole of that Shareholder's holding.

each a **Permitted Disposal**.

1.3 Permitted transfers to Affiliates and custodians

A Shareholder may transfer its shares to an Affiliate on the condition that the shares must be transferred back to such Shareholder if the transferee ceases to be an Affiliate of the Shareholder. A Shareholder may also transfer its shares to a person who is a custodian holding for that Shareholder on condition that the shares must be transferred to such Shareholder if the holder is no longer a custodian of that Shareholder or an Affiliate of that Shareholder.

2. PRE-EMPTIVE RIGHTS ON TRANSFER

2.1 Transfer Notice

- (a) If a Shareholder wishes to Dispose of its shares otherwise than as a Permitted Disposal, the Shareholder (the **Seller**) must give the Company notice stating:
 - (i) the number and class of shares it is proposing to sell (the **Sale Shares**);
 - (ii) the price at which it is prepared to sell the Sale Shares (the **Specified Price**); and

- (iii) any other terms of the sale of the Sale Shares.
- (b) A Shareholder may only give one Transfer Notice in any given six-month period and must not give a Transfer Notice within 10 Business Days of a Subscription Notice under Schedule 3, in each case unless the Board determines otherwise.
- (c) The Company must give to each Shareholder (other than the Seller) (the **Offeree**) a notice in writing (a **Transfer Notice**) stating:
 - (i) the date of the Transfer Notice;
 - (ii) the Specified Price (which must be the same for each Offeree);
 - (iii) the terms and conditions of the Sale Shares (which must be the same for all offerees);
 - (iv) the total number of Sale Shares;
 - (v) the number of Sale Shares which is equal to the Offeree's pro rata entitlement (based on the Equity Proportions of the Offerees) to the Sale Shares as at the date of the Transfer Notice; and
 - (vi) any other matters which the Company wishes to include in the Transfer Notice.

2.2 **Acceptance by members**

- (a) Within 10 Business Days after receiving a Transfer Notice (the **Offer Period**), each Offeree must give notice to the Company stating:
 - (i) whether it wishes to purchase all or a specified number of the Sale Shares contained in the Transfer Notice and, if so, the number of Sale Shares it wishes to purchase (the **Requested Sale Shares**); and
 - (ii) if it wishes to purchase a greater number of Sale Shares than the number specified in the Transfer Notice, the specified number of those Sale Shares not purchased by the other Offerees (the **Unallocated Sale Shares**) that it wishes to purchase (the **Additional Requested Sale Shares**).

(an **Acceptance Notice**).
- (b) If an Offeree does not give an Acceptance Notice to the Company within the Offer Period of its acceptance or rejection of the offer to purchase shares, that Offeree is taken to have rejected its offer and will have no further right to purchase the Sale Shares.

2.3 **Notice to Seller**

As soon as reasonably practicable after the end of the Offer Period, the Company must give to the Seller written notice of:

- (a) the aggregate number of Sale Shares that Offerees have applied to acquire under Acceptance Notices;
- (b) whether the total number of Sale Shares applied for by Offerees is greater or less than the number of Sale Shares that the Seller wishes to sell; and
- (c) the options that the Seller has under clause 2.4(b) of this schedule.

2.4 **Seller's rights in relation to Sale Shares**

- (a) If the Offerees in aggregate are willing to acquire all of the Sale Shares, then the Seller must sell the Sale Shares to the Offerees (as applicable) in accordance with this clause 2.4 of this schedule.
- (b) If the Offerees in aggregate are willing to acquire less than all of the Sale Shares, then within 5 Business Days of notice under clause 2.3 of this schedule the Seller may elect in writing by notice to the Company to:
 - (i) revoke the Transfer Notice so that no Sale Shares are sold Offerees and retain the Sale Shares; or
 - (ii) sell the Sale Shares the subject of the Acceptance Notices to the Offerees and either:
 - (A) retain the remaining Sale Shares; or
 - (B) sell the remaining Sale Shares under clause 2.7 of this schedule.
- (c) If no such election is given to the Company, then the Seller is deemed to have revoked the Transfer Notice so that no Sale Shares are sold and the Sale Shares are retained by the Seller.

2.5 **Allotment of Sale Shares to members**

- (a) If the Company receives Acceptance Notices agreeing to purchase an amount equal to the number of Sale Shares available to be acquired by Offerees, the number of Sale Shares allocated to each Offeree is the number of Sale Shares that each Offeree has offered to purchase as set out in the Offeree's Acceptance Notice.
- (b) If the Company receives Acceptance Notices agreeing to purchase more Sale Shares than the number of Sale Shares available to be acquired by Offerees, the number of Sale Shares allocated to each Offeree is to be determined by the Board as follows:
 - (i) the Requested Sale Shares of the Offeree; and
 - (ii) in respect of the Unallocated Sale Shares, the number of the Unallocated Sale Shares as determined by the Board having regard to the Equity Proportion (as at the date of the Transfer Notice) of those Offerees that have requested Additional Requested Sales Shares.
- (c) If the Company receives Acceptance Notices from Offerees agreeing to purchase an amount less than the total number of Sale Shares specified in the Sale Notice and the Seller has elected under clause 2.4(b)(ii) of this schedule to sell the Sale Shares the subject of Acceptance Notices to Offerees, then each Offeree shall be allocated the number of Sale Shares specified in their Acceptance Notice.
- (d) As soon as reasonably practicable after the determination of the allocation of the Sale Shares to Offerees under this clause 2.5 of this schedule, the Company must send a written notice to each Offeree which has accepted an Offer under this clause 2.5 of this schedule setting out:
 - (i) the number of Sale Shares which have been allocated to that Offeree;
 - (ii) the total consideration payable in respect of the Sale Shares which have been allocated to that Offeree; and

- (iii) the date on which the consideration for the Sale Shares is to be paid to the Seller, which must not be less than 5 Business Days from the end of the Offer Period.

2.6 **Completion of sale of Sale Shares**

On the completion date of the sale of the Sale Shares to Offerees:

- (a) each Offeree which has accepted an offer to purchase Sale Shares must pay to the Seller in cleared funds the consideration for the Sale Shares it has been allocated;
- (b) the Seller must deliver to each Offeree duly executed transfer forms in respect of the Sale Shares and any documents of title; and
- (c) the Company must record the relevant member as the owner of the Sale Shares in the applicable register.

2.7 **Unaccepted Sale Shares**

If any Sale Shares are not acquired by Offerees pursuant to an Acceptance Notice (the **Unaccepted Sale Shares**), then the Seller may enter into an agreement to sell such Unaccepted Sale Shares to a buyer (or buyers) within 3 months from the end of the Offer Period provided the price of the Sale Shares is not less than the price specified in the Transfer Notice.

3. **REGULATORY APPROVALS**

3.1 **FIRB approval**

If a member wishes to exercise any rights to acquire Sale Shares (the **Relevant Party**) and the exercise of those rights by the Relevant Party would constitute a 'notifiable action' for the purposes of the FATA then:

- (a) the terms of such offer will be deemed to be varied such that any acceptance of that offer by the Relevant Party is conditional on obtaining FIRB Approval;
- (b) the Relevant Party must lodge an application to the Treasurer under the FATA within five Business Days of receipt of a notice under clause 2.5(d) of this schedule;
- (c) the time period for settlement for the Relevant Party under this schedule shall be extended until the third Business Day after the day on which the condition has been satisfied; and
- (d) the time periods and procedural elements applicable to any other recipients of the relevant offer to acquire may be adjusted by the Board to ensure an equitable result should the condition referred to in clause 3.1(a) of this schedule not be satisfied (for example so that the acceptances are not taken into account in determining allocations of shares as between accepting members).

3.2 **Other regulatory approvals**

If a member wishes to exercise any rights to acquire Sale Shares and the exercise of those rights require member approval under the Act or another Government Agency then the Board may vary the time periods and procedural elements of this schedule as it sees fit in order to accommodate such approval.

4. **AFFILIATE NOMINATION RIGHT**

A member may nominate an Affiliate to exercise any rights or assume any obligations of that member under this schedule, in which case the provisions of the relevant clause apply to that party as if that party was that member for the purposes of those clauses.

SCHEDULE 3

Pre-emptive rights on new issues

1. FUNDING, ISSUE OF FURTHER EQUITY SECURITIES AND BORROWING

1.1 No obligation to subscribe

- (a) A member does not have to subscribe for Equity Securities under this schedule.
- (b) This schedule does not diminish any other rights and obligations entered into between the Company and member with respect to the subscription for Equity Securities.

1.2 Issue of Equity Securities

If the Board resolves to issue Equity Securities, it must do so in accordance with the pre-emptive rights regime in clause 1.3 to clause 1.9 (inclusive) of this Schedule, unless:

- (a) **(shareholder approval)** the members approve the issuance of Equity Securities in a manner other than under clause 1.3 to clause 1.9 (inclusive) of this schedule by a special resolution;
- (b) **(ESOP)** issued as part of an incentive plan adopted by the Board from time to time pursuant to which securities (including, shares of any class, options, performance rights and other instruments) in the Company may be granted or otherwise provided for the benefit of Directors, employees and consultants of the Company;
- (c) **(convertible securities)** the Equity Securities are issued pursuant to the terms of an agreement, option or warrant or other security convertible into or exercisable in exchange for an Equity Security that existed before the date that this document was adopted by members or was entered into after that date in accordance with this document;
- (d) **(commercial agreements)** the Equity Securities are issued as part of a commercial agreement with a third party in connection with the provision of goods or services to the Group which has been approved of by the Board as a Board Special Resolution;
- (e) **(acquisitions)** the Equity Securities are issued as part of the consideration for the acquisition by a Group Company of an interest in any business, entity or company approved of by the Board as a Board Special Resolution;
- (f) **(CSF Offer)** the Equity Securities are issued as part of a CSF Offer; or
- (g) **(Equity Securities)** the Equity Securities:
 - (i) are not greater:
 - (A) in the 2023/2024 financial year, 200,000 Equity Securities; and
 - (B) in any subsequent financial year, 20% of the Equity Securities on the final day of the immediately preceding financial year;and
 - (ii) are issued at a price per share no less than the greater of:
 - (A) \$0.80 per Equity Security; and

- (B) the issue price per share by the Company in the Company's most recent capital raise.

1.3 **Price of new Equity Securities**

The Board must determine the price of any new Equity Securities to be offered.

1.4 **Offer of new Equity Securities**

- (a) If the Board resolves to issue new Equity Securities, it must offer such new Equity Securities (the **Offer**) to each Shareholder (the **Offeree**) in proportion to their Equity Proportion as at the date of the Subscription Notice.
- (b) The Board may vary the process set out in this schedule with respect to a procedural aspect of the issue of Equity Securities, provided there is no material adverse impact on the rights or interests of members.
- (c) Procedural defects in the application of the process in this schedule will not impact on the issue of Equity Securities, provided there is no material adverse impact on the rights or interests of Offerees and provided that the Equity Securities are offered pro rata in accordance with clause 1.4(a).
- (d) An allocation of Equity Securities that includes fractional interests of Equity Securities may be rounded to the nearest whole number, at the Board's absolute discretion.

1.5 **Subscription Notice**

The Board must make the Offer by notice in writing (the **Subscription Notice**) specifying:

- (a) the date of the Subscription Notice;
- (b) the price of each Equity Security (which must be the same for each Offeree);
- (c) the terms and conditions of the Equity Security (which must be the same for each Offeree);
- (d) the total number of Equity Securities available for subscription;
- (e) the number of Equity Security being offered to each Offeree; and
- (f) any other matters which the Board wishes to include in the Subscription Notice.

1.6 **Response to Offer**

- (a) Within 10 Business Days after receiving a Subscription Notice, each Offeree give notice to the Company stating:
 - (i) whether it wishes to subscribe for the Equity Securities the subject of the Subscription Notice and, if so, the number of Equity Securities it wishes to subscribe for; and
 - (ii) if it wishes to subscribe for a greater number of Equity Securities than the number in its Offer, that it offers to subscribe for a specified number of those Equity Securities not subscribed for by the other Offerees.
- (b) If an Offeree does not give written notice to the Board within the period specified in this clause 1.6 of its acceptance or rejection of its Offer, that Offeree is taken to have rejected its Offer.

1.7 **Allocation of Equity Securities**

- (a) If any Equity Securities are not taken up under the Offer (the **Remaining Equity Securities**), then the Board may allot and issue those Remaining Equity Securities to Offerees who have offered under clause 1.6(a)(ii) to subscribe for more Equity Securities than the number in their Offers.
- (b) If Offerees have offered under clause 1.6(a)(ii) to subscribe for more Equity Securities than the number in their respective Offers and the total number so offered to be subscribed for exceeds the number of Remaining Equity Securities, the Remaining Equity Securities must be allotted and issued to those Offerees as determined by the Board having regard to their Equity Proportion as at the date of the Subscription Notice.

1.8 **Confirmation of allocation of new Equity Securities**

As soon as reasonably practicable after the determination of the allocation of new Equity Securities to members, the Company must send a written notice to each Offeree which has accepted an Offer setting out:

- (a) the number of new Equity Securities which have been allocated to that member;
- (b) the total consideration payable in respect of the new Equity Securities which have been allocated to that Offeree;
- (c) the date or dates on which subscription funds for the new Equity Securities is to be paid to the Company, which must not be less than 5 Business Days from the date of the notice (the **Settlement Date**); and
- (d) any other matters regarding settlement as determined by the Board.

1.9 **Settlement**

On the Settlement Date:

- (a) each Offeree that has accepted an Offer to subscribe for new Equity Securities must pay to the Company in cleared funds the consideration for the new Equity Securities it has been allocated; and
- (b) upon receipt of the consideration in cleared funds for the new Equity Securities, the Company must issue the new Equity Securities, record the relevant Offeree as the owner of the new Equity Securities in the applicable register and issue any documents of title to the relevant member.

1.10 **Issue of Equity Securities to new investors**

If after the process set out in clause 1.3 to clause 1.9 (inclusive) of this Schedule has been completed and any Equity Securities remain unallocated and unissued, the Board may issue any such number of Equity Securities to any person, provided that the issue price is equal to or greater than the price specified in the Subscription Notice and the subscriber enters into a binding agreement within three months of the Settlement Date.

2. **REGULATORY APPROVALS**

2.1 **FIRB approval**

If an Offeree wishes to exercise any rights to acquire Equity Securities (the **Relevant Party**) and the exercise of those rights by the Relevant Party would constitute a 'notifiable action' for the purposes of the FATA then:

- (a) the terms of such Offer will be deemed to be varied such that any acceptance of that offer by the Relevant Party may be conditional on obtaining FIRB Approval;
- (b) the Relevant Party must lodge an application to the Treasurer under the FATA within five Business Days of receipt of a notice under clause 1.8 of this schedule;
- (c) the time period for settlement for the Relevant Party under this schedule shall be extended until 3 Business Days after the day on which the condition has been satisfied; and
- (d) the time periods and procedural elements applicable to any other recipients of the Offer to acquire may be adjusted by the Board to ensure an equitable result should the condition referred to in clause 2.1(a) of this schedule not be satisfied (for example so that the acceptance is not taken into account in determining allocations of shares as between accepting members).

2.2 **Other regulatory approvals**

If an Offeree wishes to exercise any rights to acquire Equity Securities and the exercise of those rights require member approval under the Act or another Government Agency then the Board may vary the time periods and procedural elements of this schedule as it sees fit in order to accommodate such approval.

3. **AFFILIATE NOMINATION RIGHT**

An Offeree may nominate an Affiliate to exercise any rights or assume any obligations of that Offeree under this schedule, in which case the provisions of the relevant clause apply to that party as if that party was that member for the purposes of those clauses.

SCHEDULE 4

Drag Along and Tag Along Rights

1. **Drag Along Rights**

1.1 **Drag Along Event**

If members who alone or together with other members hold in aggregate 60% or more of the shares (calculated assuming all Shares have converted into ordinary shares) (the **Majority Shareholders**) make or receive a *bona fide* offer in writing on arm's length terms to sell all of their shares (the **Majority Sale Offer**) to a buyer of shares and the terms of the Majority Sale Offer provide that the buyer offers to acquire all of the shares (the **Drag Along Event**), this Schedule 4 applies.

1.2 **Content of Majority Sale Notice**

If a Drag Along Event occurs, the Majority Shareholders may give notice (the **Majority Sale Notice**) to the other members which:

- (a) confirms the intention of the Majority Shareholders to proceed to complete the Majority Sale Offer;
- (b) specifies the number of shares the Majority Shareholders wish to sell;
- (c) specifies the proposed sale price for each share which must be a cash price and any other material terms and conditions of the Majority Sale Offer (the **Majority Sale Terms**);
- (d) specifies the proposed settlement date of the Majority Sale Offer;
- (e) specifies the name of the proposed buyer; and
- (f) requires the members to sell their shares at the same time as the sale by the Majority Shareholders of their shares to the buyer and on the same terms as the Majority Sale Terms.

1.3 **Effect of Majority Sale Notice on Shareholders**

Each Shareholder that receives a Majority Sale Notice must:

- (a) sell to the buyer its shares at the same time as the sale by the Majority Shareholders of their shares to the buyer and on the same terms as the Majority Sale Terms; and
- (b) do all things necessary, and execute all documents as are reasonably required by the Majority Shareholders or the buyer to effect the transaction contemplated by the Majority Sale Notice.

1.4 **Multiple issue**

If a Drag Along Event, the subject of a Majority Sale Notice, does not complete for any reason whatsoever, then the Majority Shareholders may issue further Majority Sale Notices in the future.

1.5 **Power of Attorney**

Each member that receives a Majority Sale Notice irrevocably appoints each of the directors of the Company in accordance with Schedule 7.

2. Tag Along Rights

2.1 Tag Offer

If Majority Shareholders make or receive an offer in writing to sell more than 50% of the shares to a buyer and a Majority Sale Notice has not been issued in respect of that sale (the **Tag Offer**), clause 2 of this schedule applies.

2.2 Tag Along Invitation

If a Tag Offer is made or received, the Majority Shareholders must give a copy of the Tag Offer to each other member together with a notice in writing inviting each other member to sell its shares at the same time to the buyer on the same terms as the Tag Offer (the **Tag Along Invitation**).

2.3 Tag Along Notice

Any member that receives a Tag Along Invitation may give a notice (the **Tag Along Notice**) to the Majority Shareholders, with a copy to the Company, within 10 Business Days of the date of the Tag Along Invitation specifying that the member wishes to sell its shares to the buyer on the same terms as the Tag Offer.

2.4 Completion of sale – Majority Shareholders do not receive Tag Along Notice

If on expiry of the 10 Business Day period referred to in clause 2.3, the Majority Shareholders have not received any Tag Along Notice, those Majority Shareholders may proceed to complete the transaction contemplated by the Tag Offer on the terms of the Tag Offer (but not on any other terms).

2.5 Completion of sale – Majority Shareholders receive Tag Along Notices

If on expiry of the 10 Business Day period referred to in clause 2.3, the Majority Shareholders have received any Tag Along Notices:

- (a) the Majority Shareholders may only sell their shares to the buyer if the buyer simultaneously purchases all shares specified in each Tag Along Notice on the same terms as the Tag Offer; and
- (b) each member that has given a Tag Along Notice must do all things necessary, and execute all documents as are reasonably required by the Majority Shareholders or by the buyer, to effect the transaction contemplated by the Tag Along Notice.

2.6 Power of Attorney

If a member defaults on its obligations under clause 2 of this Schedule, then it irrevocably appoints the each of the directors of the Company in accordance with Schedule 7.

2.7 Disapplication

Clause 1 to clause 2.6 (inclusive) only apply for so long as the Company is not regulated by the provisions of Chapter 6 of the Act.

SCHEDULE 5

IPO

1. Initial public offers

1.1 Assistance with an IPO

If the Board approves an IPO, each member must use reasonable endeavours to ensure that the IPO is effected or completed as soon as possible, including actions to:

- (a) **(appointing board)** appointing an appropriate board of directors to the Company or IPO Vehicle;
- (b) **(obtaining approvals)** obtaining any necessary ASIC and/or ASX (or comparable securities exchange) or other regulatory approvals;
- (c) **(pre-IPO reorganisation)** approving any pre-IPO reorganisation including any, share split, consolidation, buy back, or similar capital reorganisation (provided such reorganisation is fair and equitable to all members) and do all things required under the applicable law to approve or otherwise give effect to such reorganisation and if applicable, exchanging the members shares or other Equity Securities in the Company for similar securities in an IPO Vehicle;
- (d) **(shareholder resolutions)** procuring the passing of members' resolutions of any Group Company; and
- (e) **(Constitution)** agreeing to amendments to the Constitution (or the constitution of any other Group Company),

and each Party must do all things, execute all documents in a timely manner and do or cause to be done all things necessary under this Schedule 5.

1.2 Escrow restrictions

As part of an IPO each member agrees to:

- (a) such restrictions on the number of securities in the IPO it is permitted to realise for cash as part of the IPO; and
- (b) such escrow arrangements for its securities in the IPO following the IPO,

as are required by law, the rules of the relevant recognised stock exchange or as may be recommended by the underwriter or financial adviser to enable the success of the IPO.

1.3 No obstruction

- (a) A member must not use any consent or approval rights conferred on that member under this document or any other document that deals with an Equity Securities, to prevent, prejudice, hinder or delay the implementation of an IPO.
- (b) Each Major Shareholder must procure that any Representative Director appointed by it does not use any consent or approval rights under this document or any other document to prevent, prejudice, hinder or delay the implementation of an IPO.

SCHEDULE 6

Default Provisions

1. Notification of an Event of Default

- (a) A Defaulter must notify the Company as soon as practicable after it becomes aware it has committed an Event of Default or an Event of Default occurs in respect of it and such notice must set out full details of the Event of Default.
- (b) If a member becomes aware of an Event of Default in respect of another member it must as soon as practicable notify the Company of the Event of Default and such notice must set out full details of the Event of Default.
- (c) If the Company becomes aware of an Event of Default, either directly or the Board is reasonable satisfied that a matter specified in a notice under clause (a) or clause (b) amounts to an Event of Default, the Company may give a notice to the Defaulter which sets out full details of the Event of Default (the **Default Notice**).

2. Opportunity to remedy Event of Default

If a member commits an Event of Default or an Event of Default occurs in respect of it, it may remedy that breach to the satisfaction of the Board as soon as practicable and, in any event within 20 Business Days after the earlier of the date of the breach and the date of the Default Notice given under clause 1(c) (the **Remedy Period**).

3. Consequence of unremedied Event of Default

3.1 Suspension of rights

If a Default Notice is given then, despite any other provision of this document, from the date of the Defaulter receives the Default Notice:

- (a) the Defaulter must not, and is not entitled to, vote at any meeting of members;
- (b) the non-attendance of a Defaulter at a member of meeting shall not constitute a lack of quorum at a meeting of members;
- (c) any Representative Director appointed by the Defaulter must not, and is not entitled to, vote at any Board meeting;
- (d) the non-attendance of any Representative Director appointed by the Defaulter shall not constitute a lack of quorum for a Board meeting;
- (e) the Defaulter is not entitled to participate in a pro rata funding round under Schedule 3; and
- (f) the Defaulter is not entitled to exercise right under Schedule 2 in respect of a pre-emptive right on transfer.

3.2 Duration of suspension of rights

The provisions in clause 3.1(a) to clause 3.1(f) apply in respect of a Defaulter until the earlier of:

- (a) the date the Event of Default is remedied to the satisfaction of the Board (and, if the default is not capable of remedy, are suspended indefinitely); or

- (b) the date on which all the shares of the Defaulter are transferred under this schedule.

4. Right of Nondefaulting Shareholders to buy Defaulter's Share

4.1 Default Sale Notice

If a Default Notice is given and the Event of Default is not remedied by the end of the Remedy Period, the Company must give notice (the **Default Sale Notice**) to each member which together with its Affiliates has an Equity Proportion of 2% or more (other than the Defaulting Shareholder) (each a **Nondefaulting Shareholder**) that sets out the following:

- (a) the date of the Default Sale Notice;
- (b) the details of the Event of Default;
- (c) that the Nondefaulting Shareholders have the right to acquire the shares held by the Defaulter (the **Defaulter Shares**) under this schedule;
- (d) the total number and class of the Defaulter Shares for sale under this schedule;
- (e) each Nondefaulting Shareholder's pro rata entitlement (based on the Equity Proportions of the Nondefaulting Shareholders) to the Defaulter Shares as at the date of the Default Sale Notice;
- (f) the Default Price for each of Defaulter Share;
- (g) that if the offer to acquire the Default Shares is not accepted within 10 Business Days of the date of the Default Sale Notice (the **Default Offer End Date**) it is taken to have been declined; and
- (h) any other matters which the Board wishes to include in the Event of Default Notice.

4.2 Acceptance by Nondefaulting Shareholders

- (a) A Nondefaulting Shareholder may accept the offer in respect of Default Shares by giving the Company on or before the Default Offer End Date a written notice stating:
 - (i) the number of Default Shares that it wishes to acquire (the **Requested Defaulter Shares**); and
 - (ii) if it wishes to acquire a greater number of Defaulter Shares than that member's pro rata entitlement as specified in the Default Sale Notice, the specified number of those Defaulter Shares not purchased by the other Nondefaulting Shareholders (the **Unallocated Defaulter Shares**) that it wishes to purchase (the **Additional Requested Defaulter Shares**),
(Default Acceptance Notice).
- (b) If a Nondefaulting Shareholder does not give a Default Acceptance Notice to the Company by the Default Offer End Date, that Nondefaulting Shareholder is taken to have rejected its offer and will have no further right to acquire the Default Shares.

4.3 Allocation of Default Shares

- (a) If the aggregate acceptances in respect of Default Shares received by the Company are less than the total number of Default Shares available, each Nondefaulting Shareholder who accepts its offer must be allocated the number of Default Shares set out in its Default Acceptance Notice.

- (b) If the Company receives Default Acceptance Notices agreeing to acquire more Default Shares than the number of Default Shares available, the number of Default Shares allocated to each Nondefaulting Shareholder is to be determined by the Board as follows:
 - (i) the Requested Defaulter Shares of the Nondefaulting Shareholder; and
 - (ii) in respect the Unallocated Defaulter Shares, the number of the Unallocated Defaulter Shares as determined by the Board having regard to the Equity Proportion (as at the date of the Default Sale Notice) of those Nondefaulting Shareholders that have requested Additional Requested Defaulter Shares.
- (c) having regard to their Equity Proportion as at the date of the Default Sale Notice.

4.4 Notice of allocation

As soon as reasonably practicable after the determination of the allocation of the Default Shares, the Company must give to the Nondefaulting Shareholders who submitted a Default Acceptance Notice written notice of (the **Default Allocation Notice**):

- (a) the number of Default Shares that have been allocated to the Nondefaulting Shareholder;
- (b) the total consideration payable in respect of the Default Shares that have been allocated to the Nondefaulting Shareholder; and
- (c) the date on which the completion of the sale and purchase of the Default Shares is to occur, which must not be less than 10 Business Days after the Default Allocation Notice (the **Default Completion Date**).

4.5 Completion of sale and purchase of Default Shares

- (a) On the Default Completion Date:
 - (i) each Nondefaulting Shareholder which has accepted an offer to acquire Default Shares must pay to the Company (or as the Company directs) in cleared funds the consideration for the Default Shares it has been allocated;
 - (ii) the Defaulter must do anything (including execute any document) reasonably required by the Board to give effect to the sale of the Defaulter Shares free from any Security Interest, including:
 - (A) deliver to the relevant Nondefaulting Shareholders a signed transfer form in respect of the relevant Default Shares; and
 - (B) deliver to the Company the certificate(s) for the Default Shares (if any) or evidence satisfactory to the Board of its loss or destruction; and
 - (iii) the Company and must record the relevant Nondefaulting Shareholders as the owner of the Default Shares in the applicable register and issue any new documents of title to the relevant Shareholder.
- (b) Within 5 Business Days of the Default Completion Date, the Company must pay to the Defaulter the consideration in respect of the Default Shares sold under this schedule .

4.6 Regulatory approvals

Notwithstanding any other provision of this schedule, if a Nondefaulting Shareholder wishes to exercise a right to purchase Default Shares and such purchase would constitute a 'notifiable action' purposes of the FATA or requires a Regulatory Approval, then clause 2 of Schedule 3 applies *mutatis mutandis* to this schedule.

4.7 Remaining Defaulter Shares

- (a) If following clause 4 to clause 4.5 (inclusive), there are remaining Defaulter Shares held by the Defaulter (the **Remaining Defaulter Shares**), the Company may:
 - (i) acquire some or all of the Remaining Defaulter Shares; or
 - (ii) solicit third party investors to acquire the Remaining Defaulter Shares.
- (b) If the Company wishes to acquire some or all of the Remaining Defaulter Shares the buy-back contract then arising is conditional on satisfaction of the requirements of Part 2J.1 of the Corporations Act and completion of the buy back of the relevant number of Remaining Defaulter Shares between the Defaulter and the Company is to take place on the date specified by the Company following satisfaction of those statutory requirements and all members must vote in favour of any necessary members' resolutions, and give any other necessary consents and approvals, to give effect to the buy back in accordance with its terms.
- (c) If the Company procures a new third-party investors to acquire some or all of the Remaining Defaulter Shares:
 - (i) the Defaulter must do anything (including execute any document) reasonably required by the Board to give effect to the sale of the relevant number of Remaining Defaulter Shares free from any Security Interest on the date specified by the Company provided that the sale price is equal to the Default Price; and
 - (ii) the Company must procure that the third-party investor pays to the Defaulter the Default Price in respect of the relevant number of Remaining Defaulter Shares.

4.8 Costs of sale

The Defaulter must pay all expenses (including stamp duty) incurred by a Nondefaulting Shareholder or the Company in relation to a sale under this schedule.

5. Rights under this schedule not exclusive

The rights and remedies under this schedule are in addition to, and do not take away from any other right or remedy a member may have at law or in equity.

6. Procedural matters

- (a) The Parties acknowledge and agree that the Board may vary the process set out in this schedule with respect to a procedural aspect of the transfer of Default Shares, provided there is no material adverse impact on the rights or interests members.
- (b) Procedural defects in the application of the process in this schedule do not impact on the transfer of Default Shares under this schedule, provided there is no material adverse impact on the rights or interests of members.

- (c) An allocation of Default Shares that includes fractional interests of Default Shares may be rounded to the nearest whole number, at the Board's absolute discretion.

7. Power of attorney

If a Defaulter fails to complete the transfer of its Default Shares in accordance with this schedule, that Defaulter irrevocably appoints each Director as its attorney to do anything (including execute any document) to effect the transfer of the relevant Default Shares in accordance with this schedule and the Company as its agent to receive the sale price in respect of the relevant shares, in each case, in accordance with schedule 7.

SCHEDULE 7

Power of Attorney

1. Power of Attorney

- (a) Attorneys appointed under this document are appointed severally, as agent and attorney, with power to do everything necessary or expedient in the name of each member and on its behalf to give effect to the relevant rule which includes the power to:
 - (i) settle, execute and deliver in the name of each member and on its behalf all documents contemplated by or reasonably, ancillary or incidental to the transactions contemplated the relevant rule, including conveyances, assignments, novations and transfers;
 - (ii) do everything necessary or expedient in the name of each member and on its behalf to complete the transactions contemplated by the relevant rule; and
 - (iii) exercise any rights attaching to the member's shares, including voting rights, rights to appoint a proxy or representative, rights to attend and speak at a meeting of members of the Company and agree to them being called on short notice.
- (b) Each attorney may:
 - (i) appoint or remove any substitute, delegate or sub-attorney at any time; and
 - (ii) exercise its rights and powers under this schedule:
 - (A) in its own name or in the name of each member; and
 - (B) even if it benefits from the exercise of the rights or powers.
- (c) Each member declares that all acts and things done by any director of the Company in exercising powers under the power of attorney granted pursuant to this schedule will be as good and valid as if they had been done by the member and agrees to ratify and confirm whatever is done in exercising powers under this power of attorney
- (d) The appointing member agrees to indemnify the attorney against all claims, demands, costs, charges, expenses, outgoings, losses and liabilities arising in any way in connection with the lawful exercise of all or any of the attorney's powers and authorities under that appointment except in respect claims demands and costs arising as a result of the attorney's fraud or wilful misconduct.