

Oka Holdings Pty Ltd

CONSTITUTION

ACN: 680 722 025

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Definitions

In the interpretation of this Constitution unless the subject matter or context otherwise require:

Alternate Director means a person appointed as an alternate director under clause 51.

Company means OKA Holdings Pty Ltd

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

Dispose in relation to any property means sell, transfer, assign, create an encumbrance over, declare oneself a trustee of, part with the benefit of or otherwise dispose of the whole or any interest in or any part of the property.

Director includes a person holding the position of director of the Company or Alternate Director.

Directors mean all or some of the Directors acting as a board.

Dividend includes bonus and interim dividend.

Member means:

- a) A person whose name is entered for the time being on the Register; and
- b) Where clause 27 requires, a person who satisfies the Directors that the person is entitled to a share in consequence of the death bankruptcy or mental incapacity of a person whose name is entered for the time being on the Register.

Register means the register of Members and any branch register kept pursuant to the Corporations Act.

Registered **Address** of a Member means the address of the Member stated in the Register or the last address for notices given to the Company by the Member.

Representative means a person appointed by a Member to act as its representative under the Corporations Act.

Secretary means any person performing the duties of a company secretary of the Company.

OKA Holdings Pty Ltd CONSTITUTION

Purpose

The Company is a standard company with ordinary and other shareholders governed by a Board of Directors. It is solely governed under the *Corporations Act 2001*. It may act as a Trustee of a Family or Unit Trust but is not suited to act as Trustee of a Self -Managed Superannuation Fund.

1. Rule 1 - Replaceable Rules Do Not Apply

- 1.1. The “Replaceable Rules” referred to in Sections 135 and 141 of the Corporations Act 2001 do not apply to the Company except to the extent that the Rules in this Constitution are silent on a matter contained in the Replaceable Rules.

2. Rule 2 – General Concepts

- 2.1. A reference to any entity, body, Company or person also includes a reference to those persons or entities that have authority to act on behalf of the party including their successors, assigns, representatives, Responsible Officers and Legal Personal Representative.
- 2.2. Where a word is capitalised, it may be found in the Definitions section.
- 2.3. Where singular is used in the Rules it is to also mean plural and if a gender is used it is also to mean the opposite gender.
- 2.4. Except where the context requires words and phrases given a meaning by the *Corporations Act 2001* have the same meaning in this Constitution.

3. Rule 3 – Proprietary Company

- 3.1. The Company is a proprietary company limited by shares. Accordingly:
 - 3.1.1. The Company must not engage in any activity that would require disclosure to investors under Chapter 6 of the Corporations Act, except for an offer of its shares to Members or employees of the Company or its subsidiary;
 - 3.1.2. The number of Members is limited to 50 (counting joint holders of shares as one person and not counting an employee of the Company or its subsidiary or a person who was an employee of the Company or its subsidiary when they became a Member).

Shares

4. Rule 4 – Classes of Shares

Subject to this constitution and any rights or restrictions attached to other classes of shares:

4.1. Ordinary shares confer the right:

- 4.1.1. To join in passing resolutions of Members without a meeting, to join in requesting or calling meetings of Members, to receive notice of meetings of Members, and to attend, speak, vote and demand a poll at meetings of Members;
- 4.1.2. To receive Dividends under Rule 7.3 and capital under Rule 7.7; and
- 4.1.3. On a winding up, to participate in any surplus.

4.2. Special class ordinary shares which is detailed as “non” and confer only the right:

- 4.2.1. To join in passing resolutions of Members without a meeting, to join in requesting or calling meetings of Members, to receive notice of meetings of Members, and to attend, speak, vote and demand a poll at meetings of Members;
- 4.2.2. Not be paid a dividend where the company is acting as a Trustee of a Trust or superannuation fund.

4.3. Class A shares confer only the right to join in passing resolutions of Members without a meeting, to join in requesting or calling meetings of Members, to receive notice of meetings of Members, and to attend, speak, vote and demand a poll at meetings of Members;

4.4. Class B shares confer only the right to receive dividends, franked or unfranked, at the rate (fixed or variable) determined by the Directors;

4.5. Class C shares confer only the right:

- 4.5.1. To dividends, franked or unfranked, at the rate (fixed or variable) determined by the Directors; and
- 4.5.2. On a winding up, to participate in any surplus in priority to the holders of any other class of shares.

4.6. Class D shares confer only the right:

- 4.6.1. Dividends, franked or unfranked, at the rate (fixed or variable) determined by the Directors; and
- 4.6.2. On a winding up, to participate in any surplus in priority to the holders of any other class of shares except class C shares.

4.7. Redeemable preference shares which are:

4.7.1. Confer the right;

- 4.7.1.1. To join in passing resolutions of Members without a meeting, to join in requesting or calling meetings of Members, to receive notice of

- meetings of Members, and to attend, speak, vote and demand a poll at meetings of Members;
- 4.7.1.2. To receive non-cumulative Dividends under clause 73 and capital under clause 77; and
- 4.7.1.3. On a winding up, to participate in any surplus;
- 4.7.2. Must be redeemed, on a date determined by the Directors, by payment to those initial Members of the issue price, funded by a further issue of shares (including at least one ordinary share);
- 4.8. All other redeemable preference shares:
 - 4.8.1. Confer only the right;
 - 4.8.1.1. To a fixed, cumulative preferential Dividend at the rate specified in the terms of issue in priority to the right to Dividend of holders of ordinary shares but ranking behind the right to Dividend of holders of class B, C and D shares;
 - 4.8.1.2. To receive notice of and attend meetings of Members;
 - 4.8.1.3. To join in passing resolutions of Members without a meeting, speak, and to vote, speak and demand a poll at meetings of Members, in each case if:
 - 4.8.1.3.1. The Dividend payable on the redeemable preference shares is more than 30 days in arrears; or
 - 4.8.1.3.2. There is a proposal for the winding up of the Company, the sale or disposal of the Company's main undertaking, the reduction or return of any part of the Company's share capital or which affects the rights attached to the redeemable preference shares;
 - 4.8.1.4. On a winding up, to participate in any surplus in priority to the holders of any other class of shares except class C shares;
 - 4.8.2. Must be redeemed, on the date specified in the terms of issue, by the payment to the holders of the issue price plus all arrears of Dividends and Dividends accrued to the date of redemption (whether earned or declared or not) calculated on a daily basis.

5. Rule 5 – Issue of Shares

- 5.1. Subject to the Corporations Act and the rights of holders of existing shares, the Directors may, on behalf of the Company:
 - 5.1.1. Issue shares in the Company; and
 - 5.1.2. Grant options to have shares in the Company issued, on any terms (including special rights or restrictions as to dividends, voting and return of capital), at any issue price, at any time and to any person (subject to the following clause) the Directors determine.
- 5.2. Subject to the terms of issue of existing or new shares or the Corporations Act:

- 5.2.1. New shares rank equally with existing shares of the same class;
- 5.2.2. A new issue is taken not to vary the rights attached to existing shares.

6. Rule 6 – Pre-Emptive Rights on Issue of Shares

- 6.1. Before issuing shares of a particular class, the Directors must offer them to the existing holders of shares of that class. As far as practicable, the number of shares offered to each holder must be in proportion to the number of shares of that class that they already hold.
- 6.2. To make the offer, the Directors must give the holders a statement setting out the terms of the offer, including:
 - 6.2.1. The number of shares offered; and
 - 6.2.2. The period for which it will remain open.
- 6.3. The Directors may issue any shares not taken up under the offer as they see fit.
- 6.4. The Directors may make a particular issue of shares without complying with this clause only if authorised:
 - 6.4.1. By a special resolution passed at a meeting of Members holding shares in the class; or
 - 6.4.2. With the written consent of Members with at least 75% of the votes in the class.

7. Rule 7 – Joint Holders

If two or more persons are Registered as holders of a share, they are taken to hold the share as joint tenants.

8. Rule 8 – Commission

- 8.1. The Company may pay brokerage or commission in respect of an agreement to take up shares in the Company in cash, by the issue of shares in the Company, by the grant of options over shares in the Company, by any combination of these methods or in any other way.
- 8.2. Brokerage or commission must not exceed 10% of the issue price.

9. Rule 9 – Trusts Not Recognised

Except as required by law or this constitution, the Company is not bound to recognise (even if it has notice) that a person holds a share on trust or an equitable contingent future or partial interest in a share or any other right in respect of a share except the Registered holder's absolute right to the entirety.

10. Rule 10 – Certificates

- 10.1. Each Member is entitled to one free certificate for all the shares of each class Registered in the Member's name specifying the shares, the issue price and amount paid up or credited as paid up.

- 10.2. Joint holders of shares are entitled to one free certificate for all the shares of each class Registered in their joint names specifying the shares, the issue price and the amount paid up or credited as paid up. The Company must deliver the certificate to the joint holder whose name appears first in the Register.
- 10.3. The Company must issue a replacement certificate in accordance with the Corporations Act if:
 - 10.3.1. It is satisfied that the old certificate has been lost or destroyed, and has not been pledged sold or otherwise disposed of; and
 - 10.3.2. The Member has undertaken in writing to return the certificate to the Company if it is found or received by the Member.
 - 10.3.3. The Company may issue replacement certificates for worn out or defaced certificates on any terms the Directors determine.

Calls on Shares

11. Rule 11 – Calls

- 11.1. Subject to the terms of issue, the Directors may make calls on the holder of a share for any money unpaid on the share at any time.
- 11.2. A call is made when the Directors pass the resolution authorising it.
- 11.3. The Directors may require a call to be paid by instalments.
- 11.4. The Directors may revoke or postpone a call.
- 11.5. The Directors must give the holder at least 14 days' notice of a call, specifying the amount, due date and place of payment.
- 11.6. A Member to whom such notice is given must pay to the Company the amount called in accordance with the notice.
- 11.7. Failure to send a notice of a call to any Member or the non-receipt of a notice by a Member does not invalidate the call.
- 11.8. Joint holders of a share are jointly and severally liable to pay all calls in respect of their share.

12. Rule 12 – Interest on Calls

- 12.1. If a call or instalment on a call is not paid on or before the due date, the person liable to pay it must also pay:
 - 12.1.1. Interest on the call or instalment from the due date to the time of actual payment at a rate determined by the Directors (not exceeding 10% per annum); and
 - 12.1.2. Expenses incurred by the Company because of the non-payment or late payment.
- 12.2. The Directors may waive all or part of such payment.

13. Rule 13 – Amounts Payable on Issue or Fixed Dates

If an amount is payable (on issue or on a fixed date) under the terms of issue of shares, the Directors are deemed to have properly called that amount and given proper notice of it.

14. Rule 14 – Differentiation

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

15. Rule 15 – Recovery of Amounts Payable

In an action to recover money payable for a call, it is conclusive evidence of the debt if the Company proves that:

- 15.1. The name of the defendant was, when the call was made, on the Register as holder of the shares in respect of which the call was made;
- 15.2. The resolution making the call is recorded in the Directors' minutes; and
- 15.3. Notice of the call was given to the defendant.

16. Rule 16 – Payment Before Call

- 16.1. The Directors may accept from a Member an amount paid before call.
- 16.2. The Company may:
 - 16.2.1. Pay interest on any amount accepted, until the amount is payable under a call, at a rate agreed by the Directors and the Member;
 - 16.2.2. Repay the amount to the Member.
- 16.3. Payment of an amount before call is ignored in determining a Dividend or surplus in a winding up.

Forfeiture and Lien

17. Rule 17 – Forfeiture Notice

- 17.1. If a call or instalment on a call is payable and unpaid by a Member, the Directors may serve a forfeiture notice on the Member requiring payment of the unpaid amount, interest and expenses incurred by the Company because of the non-payment.
- 17.2. The forfeiture notice must:
 - 17.2.1. Specify the due date (at least 14 days after the date of the notice) and place for payment;
 - 17.2.2. State that, if the Member does not comply with the notice, the shares in respect of which the call or instalment is payable will be forfeited.

18. Rule 18 – Forfeiture

- 18.1. If a Member does not comply with a forfeiture notice, the Directors may resolve that the share (in respect of which the forfeiture notice was given) and unpaid Dividends in respect of that share are forfeited.

- 18.2. When a share is forfeited, the Company must:
 - 18.2.1. Notify the former holder that the share is forfeited; and
 - 18.2.2. Record the forfeiture and date of forfeiture in the Register. A failure to do this does not invalidate the forfeiture.
- 18.3. The Directors may sell re-issue or otherwise dispose of the forfeited share on any terms and in any manner they think fit and, in the case of re-issue, with or without any money paid on the share by any former holder being credited as paid up.
- 18.4. The Directors may annul the forfeiture on any terms before sale or re-issue or other disposal of a forfeited share.
- 18.5. The former holder of a forfeited share must immediately pay to the Company:
 - 18.5.1. All calls instalments interest and expenses payable in respect of the share at the date of forfeiture;
 - 18.5.2. Interest on that amount from the date of forfeiture until payment at a rate determined by the Directors (not exceeding 10% per annum).
- 18.6. The forfeiture of a share extinguishes:
 - 18.6.1. The former holder's interest in the share; and
 - 18.6.2. All claims against the Company in respect of the share, including dividends payable in respect of the share.

19. Rule 19 – Lien

- 19.1. The Company has a first and paramount lien on:
 - 19.1.1. Each share Registered to a Member (solely or jointly with others);
 - 19.1.2. Dividends and other money payable in respect of the share; and
 - 19.1.3. Proceeds of sale of the share,
 - for all liabilities (present, future or contingent) of the Member (solely or jointly with others) to the Company in respect of:
 - 19.1.4. Unpaid calls, or instalments due and unpaid, on the share;
 - 19.1.5. Any amounts the Company is required by law to pay in respect of the share;
 - 19.1.6. Interest and expenses payable to the Company in respect of calls, liens or forfeiture.
- 19.2. The Directors may exempt a share wholly or in part from a lien.
- 19.3. Unless otherwise agreed, the registration of a transfer of a share waives the Company's lien on that share.
- 19.4. If a law of any country, state or place imposes or purports to impose an immediate future or contingent liability on the Company to make a payment to a government or taxing authority in respect of shares (whether held solely or jointly) or Dividends or other money due or payable or which may become due and payable to the Member or in respect of a Member:

19.4.1. The Member (or their personal representatives) must:

19.4.1.1. Indemnify the Company against such liability or payment;

19.4.1.2. Reimburse the Company for such payment on demand by the Company;

19.4.1.3. Pay interest on such payment from the date of payment to the date of reimbursement by the Member at a rate determined by the Directors (not exceeding 10% per annum) and any expenses in respect of such payment;

19.4.2. The Company has a lien on the shares, Dividends and other money payable in respect of the shares (whether held solely or jointly) for such liability or payment, interest and expenses;

19.4.3. The Company may deduct the amount of such payment, interest and expenses from amounts payable by the Company to the Member (or their personal representatives);

19.4.4. The Company may recover the amount of such payment, interest and expenses as a debt from the Member (or their personal representatives); and

19.4.5. The Company may refuse to Register a transfer of a share by the Member (or their personal representatives) until the amount of such payment, interest and expenses is paid to the Company.

19.5. The Company may do anything necessary or desirable to protect a lien, charge or other right.

20. Rule 20 – Lien Sale

The Directors may sell a share as they think fit if:

20.1. The Company has a lien on the share for money presently payable;

20.2. The Company gives the Member (or their personal representatives) notice demanding payment of the money and stating that the share will be sold if the Member does not pay all the money to the Company within 14 days after giving the notice; and

20.3. The Member fails to pay all the money demanded within that period.

21. Rule 21 – Disposal of Shares

21.1. The Directors may appoint a person to execute an instrument of transfer of a share sold after forfeiture or to enforce a lien.

21.2. The purchaser is not bound to check the regularity of the proceedings or the application of the purchase money. These do not affect the purchaser's title to the share.

21.3. The Directors must Register the purchaser as the owner of the share.

21.4. After Registration, the validity of the sale or other disposal cannot be impeached and the remedy of any person aggrieved by the sale is in damages only and against the Company exclusively.

- 21.5. The Company must apply the proceeds of a sale on forfeiture or to enforce a lien in the following order:
 - 21.5.1. Expenses of the sale;
 - 21.5.2. All amounts secured by the lien or payable in respect of the forfeited share; and
 - 21.5.3. Any residue to the former Member or their personal representatives.
- 21.6. The Company may do anything necessary or desirable in respect of a transfer under this clause.

Transfer and Transmission of Shares

22. Rule 22 – Instruments of Transfer

- 22.1. Shares may be transferred in a proper instrument of transfer.
- 22.2. The instrument of transfer of any share must be executed by or on behalf of the transferor and transferee.
- 22.3. The transferor remains the holder of the share until the transfer is Registered and the name of the transferee is entered on the Register in respect of the share.
- 22.4. Subject to clause 23.5, the Directors may refuse to Register a transfer of shares for any reason.
- 22.5. The Directors must Register a transfer of shares if:
 - 22.5.1. The duly stamped instrument of transfer and any share certificate have been lodged at the Company's registered office or other place determined by the Directors;
 - 22.5.2. The Directors have been given any information and evidence they reasonably require to establish the transferor's right to transfer the shares;
 - 22.5.3. The transfer is permitted under the Corporations Act and clause 24;
 - 22.5.4. The shares are fully-paid; and
 - 22.5.5. The Company does not have a lien on the shares.
- 22.6. The Directors must Register a transfer of shares within two months of satisfaction of the requirements set out in clause 23.5.
- 22.7. If the Directors refuse to Register a transfer, they must send the transferee notice of refusal within two months of lodgement.
- 22.8. The Company must not charge a fee to Register a transfer of shares.
- 22.9. The Company may keep an instrument of transfer after registration. If the Directors refuse to Register it, they must return it to the person who lodged it, unless fraud is alleged.

23. Rule 23 – Permitted Transfers

- 23.1. Sole Member

A sole Member may transfer shares to any person.

23.2. Transfers to relatives

In this clause relative and related entity have the meanings given by section 9 of the Corporations Act.

If there is more than one Member, a share may be transferred:

- 23.2.1. To a relative of the holder;
- 23.2.2. To a body corporate, of which the holder is a director and shareholder;
- 23.2.3. To the trustee of a trust, under which the holder is a beneficiary;
- 23.2.4. If the holder is deceased, to a relative or the personal representatives of the holder pursuant to the holder's will or the laws of intestacy;
- 23.2.5. If the holder is a personal representative, to successor personal representatives;
- 23.2.6. If the holder is a body corporate, to a related entity.
- 23.2.7. Under clause 27.1 or the following procedure.

23.3. Transfer Notice

- 23.3.1. Each Member (**Disposing Shareholder**) who intends to Dispose of shares other than as permitted under clause 24.1 or 24.2 must give notice (**Transfer Notice**) to the Company of such intention.
- 23.3.2. The Transfer Notice must specify:
 - 23.3.2.1. The number of shares the Disposing Shareholder wishes to transfer (Transfer Shares);
 - 23.3.2.2. The price in money per Transfer Share determined in accordance with clause 24.3 (Transfer Price per Share);
 - 23.3.2.3. That the offer is subject to no other conditions.
- 23.3.3. The Transfer Notice constitutes the Company as the Disposing Shareholder's agent for the transfer of the Transfer Shares.

23.4. Transfer Price

- 23.4.1. The Transfer Price per Share specified in the Transfer Notice must be the value of a Transfer Share calculated by dividing the value of the Company by the number of shares on the Original Offer Date based on:
 - 23.4.1.1. The fair market value of the Company on a going-concern basis between an informed and willing seller (under no compulsion to sell) and an informed and willing buyer (under no compulsion to buy);
 - 23.4.1.2. The goodwill of the Company calculated in accordance with any formula determined by the Directors from time to time; and
 - 23.4.1.3. Without taking into account any restriction imposed upon the transferability of the Transfer Shares under this constitution.

23.4.2. Any Member to which the Transfer Shares are offered in accordance with this clause (Disputing Offeree) may, by giving notice to the Company during the period in which the Disputing Offeree may accept such offer, dispute that the Transfer Price per Share specified by the Disposing Shareholder in the Transfer Notice is the value of a Transfer Share determined in accordance with clause 23.4.1.

23.4.3. If the Disputing Offeree gives notice to the Company under clause 23.4.2:

23.4.3.1. Within seven days of receiving that notice, the Company must instruct an independent valuer nominated by the Directors (**Valuer**) to determine in writing within one month whether the Transfer Price per Share specified by the Disposing Shareholder in the Transfer Notice is the value of a Transfer Share determined in accordance with clause 23.4.1;

23.4.3.2. If the Valuer agrees that the Transfer Price per Share nominated by the Disposing Shareholder in the Transfer Notice is the value of a Transfer Share determined in accordance with clause 23.4.1, there is no adjustment to the Transfer Price per Share;

23.4.3.3. If the Valuer determines that the value of the Transfer Share determined in accordance with clause 23.4.1 is other than the Transfer Price per Share specified by the Disposing Shareholder in the Transfer Notice, the Transfer Price per Share is the value of a Transfer Share determined in accordance with clause 23.4.1 by the Valuer;

23.4.3.4. The Company must promptly provide a copy of the Valuer's written determination to the Disposing Shareholder and any Member to which the Transfer Shares are offered in accordance with this clause;

23.4.3.5. The Disputing Shareholder must pay the costs of the Valuer's determination of the value of a Transfer Share. However if that determination is less than 90% of the Transfer Price per Share nominated by the Disposing Shareholder, the Disposing Shareholder must pay those costs;

23.4.3.6. The Transfer Price per Share for the Transfer Shares determined by the Valuer binds the Company, the Disposing Shareholder and any party to which the Transfer Shares are offered in accordance with this clause;

23.4.3.7. The determination of the Transfer Price per Share under this clause 23.4.3 does not affect any agreement, or the purchase price paid or to be paid under any such agreement, arising from the acceptance of an offer made prior to the Disputing Offeree delivering a notice to the Company under clause 23.4.2.

23.5. Offers of Transfer Shares

23.5.1. The Company must offer the Transfer Shares to all other Members pro rata in proportion to the number of fully paid shares held by them on the Original Offer Date. Any odd share or shares remaining unallocated under this procedure may be offered to and between the Members or such of them as

the Directors deem appropriate to maintain as close as possible those same proportions.

- 23.5.2. If an offer under clause 23.5.1 is not accepted in full, then the Company must offer the unsold Transfer Shares to all Members which accepted the offer under clause 23.5.1, pro rata in proportion to the number of fully paid shares held by them on the Original Offer Date. Any odd share or shares remaining unallocated under the above procedure may be offered to and between the Members or such of them as the Directors deem appropriate to maintain as close as possible those same proportions.

23.6. Disposal of unsold Transfer Shares

If the Company is unable to find a purchaser or purchasers from among the Members for all of the unsold Transfer Shares under clause 24.5, then the Company must transfer any unsold Transfer Shares as agent for the Disposing Shareholder to any person (other than a business competitor of the Company) introduced by the Disposing Shareholder or any other Member on the following conditions:

- 23.6.1. The Company does so at a price per Transfer Share not less than the Transfer Price per Share; and
- 23.6.2. The Transfer is made within three months of the expiry of the last offer made under clause 23.5.

23.7. Notice to Disposing Shareholder

- 23.7.1. The Company must keep the Disposing Shareholder informed of all offers made under this clause and any acceptances of such offers.
- 23.7.2. The Company must promptly notify the Disposing Shareholder of the expiry of the last offer made under clause 23.5.

23.8. Settlement of purchase

- 23.8.1. On acceptance of an offer under this clause the Disposing Shareholder must transfer the Transfer Shares in respect of which the offer was accepted to the Member accepting the offer (**Purchaser**) and the Purchaser must purchase those Transfer Shares.
- 23.8.2. Settlement of the sale and purchase of the Transfer Shares must take place at the office of the Company on or before 3.00pm on the date three months after acceptance of the offer or any earlier date agreed by the Company and the Purchaser (**Settlement Date**).
- 23.8.3. The Disposing Shareholder must ensure that the following documents are delivered to the Purchaser on or before 3.00pm on the Settlement Date:
- 23.8.3.1. The share certificates in respect of the Transfer Shares being transferred;
- 23.8.3.2. Transfers in registrable form in favour of the Purchaser duly executed by the Disposing Shareholder as transferor of the Transfer Shares.

- 23.8.3.3. The Purchaser must ensure that the Transfer Price per Share for the Transfer Shares being sold, payable by bank cheque or other immediately available funds, is delivered to the Disposing Shareholder on or before 3.00pm on the Settlement Date.
- 23.8.4. If the Disposing Shareholder defaults, the Chairperson of Directors, or failing the Chairperson another Director nominated by the Directors for that purpose, is the duly appointed attorney of the Disposing Shareholder with full power to execute on behalf of the Disposing Shareholder a transfer of the Transfer Shares to the Purchaser.
- 23.8.5. The purchase money must be paid by the Purchaser to the Company and the Company's receipt of the same is a valid discharge on behalf of the Disposing Shareholder.
- 23.8.6. If settlement on the sale of the Transfer Shares does not take place on the Settlement Date due to the Purchaser's default then the Purchaser must pay interest on the purchase price calculated:
 - 23.8.6.1. On a daily basis from the day after the Settlement Date up to the date of actual payment;
 - 23.8.6.2. At any interest rate determined by the Directors.

24. Rule 24 – Closure of Register

The Directors may suspend Registration of transfers of shares for up to 30 days in any one calendar year.

25. Rule 25 - Death of Member

- 25.1. If a deceased Member was a joint holder of shares, the Company recognises only the other joint holder as having title to those shares.
- 25.2. If a deceased Member was a sole holder of shares, the Company recognises only their personal representatives as having title to those shares.
- 25.3. The estate of the deceased Member is not released from any liability in respect of the shares.

26. Rule 26 – Transmission

- 26.1. A person (**representative**), who satisfies the Directors that the representative is entitled to a share in consequence of the death bankruptcy or mental incapacity of a Member, may:
 - 26.1.1. By giving a written and signed notice to the Company, elect to be Registered as holder of the share; or
 - 26.1.2. By giving a completed instrument of transfer to the Company, transfer the share to another person.
- 26.2. On receiving an election under clause 26.1.1, the Company must Register the representative as the holder of the share.

- 26.3. A transfer under clause 26.1.2 is subject to the same rules (for example, about entitlement to transfer and registration of transfers) as apply to transfers generally.
- 26.4. Even before Registration, a representative is entitled to all rights in respect of the share as if a Member whose name is entered for the time being on the Register including Dividends.
- 26.5. This clause has effect subject to the *Corporations Act* and the *Bankruptcy Act 1966*.

Proceedings of Members

27. Rule 27 – Resolutions of One Member Companies

If the Company has only one Member, it may pass a resolution by the Member recording it and signing the record.

28. Rule 28 – Circulating Resolutions

The Company may pass resolutions without a meeting, in accordance with section 249A of the *Corporations Act*.

29. Rule 29 – Calling Meetings of Members

- 29.1. A Director may call a meeting of Members at any time.
- 29.2. The Directors must call a meeting of Members when requested by Members in accordance with the *Corporations Act*.
- 29.3. Members may call a meeting of Members in accordance with the *Corporations Act*.
- 29.4. Two Members may call a meeting of Members if at that time there is no Director in Australia capable of acting.

30. Rule 30 – Amount of Notice

Subject to the *Corporations Act*, at least 21 days' notice of a meeting of Members must be given.

31. Rule 31 – Contents of Notice

The notice must:

- 31.1. Set out the place, date and time for the meeting (and, if the meeting is to be held in two or more places, the technology that will be used to facilitate this);
- 31.2. State the general nature of the meeting's business;
- 31.3. If a special resolution is to be proposed at the meeting, set out an intention to propose the special resolution and state the resolution; and
- 31.4. If a Member is entitled to appoint a proxy, contain a statement setting out the following information:
 - 31.4.1. That the Member has the right to appoint a proxy;
 - 31.4.2. Whether or not the proxy needs to be a Member;

31.4.3. That a Member who is entitled to cast two or more votes may appoint two proxies and may specify the proportion or number of votes each proxy is entitled to exercise;

31.5. If there is to be an election of Directors at the meeting, the names of the candidates.

32. Rule 32 – Who Gets Notice

32.1. Notice of a meeting of Members must be given to:

32.1.1. Each Member entitled to vote at the meeting;

32.1.2. Each Director; and

32.1.3. Any auditor of the Company.

32.2. Notice need only be given to the joint Member named first on the Register.

33. Rule 33 – Omission to Give Notice

The accidental omission to give notice of a meeting of Members to a Member, or the non-receipt of notice, does not invalidate the proceedings of the meeting.

34. Rule 34 – Meetings Using Technology

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

35. Rule 35 – Chairperson

35.1. The chairperson of Directors may preside at every meeting of Members.

35.2. If there is no chairperson of Directors, or if the chairperson is not present within 30 minutes after the time appointed for the meeting or is unwilling to act, the Directors present must elect one of themselves to preside at the meeting. If there is no Director present within 30 minutes after the time appointed for the meeting and willing to act, the Members present (in person or by proxy, attorney or Representative) must elect an individual Member or Representative to preside at the meeting.

35.3. The chairperson may determine any question about procedure.

36. Rule 36 – Quorum

36.1. No business may be transacted at a meeting of Members unless a quorum is present (in person or by proxy, attorney or Representative) at all times during the meeting.

36.2. A quorum is:

36.2.1. If the Company has only one Member entitled to vote at the meeting, that Member present in person or by proxy, attorney or Representative;

36.2.2. If the Company has more than one Member entitled to vote at the meeting, two Members entitled to vote and present in person or by proxy, attorney or Representative.

- 36.3. In determining whether a quorum is present:
- 36.3.1. If a Member has appointed more than one proxy attorney or Representative, count only one of them;
 - 36.3.2. If an individual is attending both as a Member and as a proxy attorney or Representative, count them only once.
- 36.4. If a quorum is not present within 30 minutes after the time appointed for the meeting:
- 36.4.1. If the meeting was called on the requisition of Members, it is dissolved; and
 - 36.4.2. In any other case, it is adjourned to the same day in the next week at the same time and place, or to another day, time and place determined by the Directors. If at the resumed meeting a quorum is not present within 30 minutes after the time appointed for the meeting, the meeting is dissolved.

37. Rule 37 – Adjournments

- 37.1. The chairperson of a meeting of Members at which a quorum is present:
- 37.1.1. May adjourn the meeting to any time and place;
 - 37.1.2. Must adjourn the meeting if so directed by the meeting.
- 37.2. Only unfinished business may be transacted at a resumed meeting.
- 37.3. If a meeting of Members is adjourned for 30 days or more, notice of the resumed meeting must be given as for the original meeting. In other cases, notice of the resumed meeting is not necessary.

38. Rule 38 – Decisions

- 38.1. Unless the law or this constitution requires a special resolution, a resolution is passed if a majority of the votes cast by Members entitled to vote are in favour of the resolution.
- 38.2. A special resolution is passed if:
- 38.2.1. The notice of the meeting sets out an intention to propose the special resolution and states the resolution; and
 - 38.2.2. At least 75% of the votes cast by Members entitled to vote on the resolution are in favour of the resolution.
- 38.3. A resolution put to the vote at a meeting of Members must be decided on a show of hands unless a poll is demanded.
- 38.4. Before a vote is taken the chairperson must inform the meeting whether any proxy votes have been received and how the proxy votes are to be cast.
- 38.5. Before or on the declaration of the result on a show of hands a poll may be demanded by:
- 38.5.1. The chairperson; or
 - 38.5.2. At least five Members present in person or by proxy, attorney or Representative entitled to vote on the resolution; or

- 38.5.3. Members with at least 5% of the votes that may be cast on the resolution on a poll and present in person or by proxy, attorney or Representative.
- 38.6. Unless a poll is demanded, on a show of hands, a declaration by the chairperson is conclusive evidence of the result, provided that the declaration reflects the show of hands and the votes of proxies received. Neither the chairperson nor the minutes need to state the number or proportion of the votes recorded in favour or against.
- 38.7. The demand for a poll may be withdrawn.
- 38.8. A poll demanded on a matter other than the election of the chairperson or the question of an adjournment must be taken when and in the manner the chairperson directs. A poll on the election of the chairperson or on the question of an adjournment must be taken immediately.
- 38.9. The demand for a poll does not prevent the meeting dealing with other business.
- 38.10. In the case of an equality of votes (on a show of hands or on a poll) the chairperson has a casting vote.

39. Rule 39 – Entitlement to Vote

- 39.1. Subject to any rights or restrictions attached to any class of shares, at a meeting of Members:
- 39.1.1. On a show of hands, each Member (present in person or by one proxy, attorney or Representative) has one vote; and
- 39.1.2. On a poll each Member (present in person or by proxy, attorney or Representative) has:
- 39.1.2.1. One vote for each fully paid share held by the Member; and
- 39.1.2.2. For each partly paid share, that fraction of a vote which the amount paid on the share bears to the total issue price of the share (ignoring amounts paid in advance of calls).
- 39.2. A person may vote in respect of a share if (before the meeting or resumed meeting) they satisfy the Directors that they are entitled to the share in consequence of the death, bankruptcy or mental incapacity of a Member.
- 39.3. Any one joint Registered holder of a share may vote in respect of the share.
- 39.4. If two or more joint Members purport to vote, only the vote of the joint Member whose name appears first in the Register counts.
- 39.5. The parent or guardian of an infant Member may vote in respect of the infant's share if (before the meeting or resumed meeting) they satisfy the Directors of the relationship or appointment.
- 39.6. A Member must not vote in respect of a share, if a call or other amount is presently payable in respect of the share.
- 39.7. A proxy or attorney must not vote in respect of a share while the Member is present at the meeting.

- 39.8. A person, who represents more than one Member (in their own right or as proxy, representative or attorney), has only one vote on a show of hands.
- 39.9. A vote prohibited by the *Corporations Act* is not counted.

40. Rule 40 – Objections

- 40.1. An objection to the qualification of a voter may only be raised at the meeting or resumed meeting at which the vote is given.
- 40.2. The objection must be referred to the chairperson of the meeting, whose decision is final.

41. Rule 41 – Appointing a Proxy or Attorney

- 41.1. A Member who is entitled to attend and cast a vote at a meeting of Members may appoint a proxy or attorney to act for the Member for all or specified purposes.
- 41.2. The proxy or attorney need not be a Member. The proxy or attorney may be an individual or body corporate.
- 41.3. The appointment may specify the proportion or number of votes the proxy or attorney may exercise.
- 41.4. If the Member is entitled to cast two or more votes at the meeting, they may appoint two proxies or attorneys. If the Member appoints two proxies or attorneys and the appointment does not specify the proportion or number of the Member's votes each proxy or attorney may exercise, each proxy or attorney may exercise half of the votes.
- 41.5. Disregard any fractions of votes resulting from the application of these rules.
- 41.6. An appointment of a proxy is valid if it is signed or authenticated in accordance with regulation 2G.2.01 of the *Corporations Regulations 2001* (Cth) by the Member making the appointment and contains the information required by section 250A of the *Corporations Act*. The Directors may determine that the proxy is valid even if it contains only some of that information.
- 41.7. A power of attorney must be in a form approved by the Directors.
- 41.8. A later appointment of a proxy or attorney revokes an earlier one if both appointments could not be validly exercised at the same time.
- 41.9. An appointment may specify the way a proxy or attorney is to vote on a particular resolution.
- 41.10. If an appointment of a proxy does not name the proxy, the chairperson may act as proxy or complete the appointment by inserting the name of a Director as proxy.
- 41.11. The appointment of a proxy or attorney (and any authority under which the appointment was signed or authenticated or a certified copy of the authority or other evidence required by the Directors) must be given to the Company at least 48 hours before the meeting of Members or resumed meeting, or any shorter period allowed by the Directors.

42. Rule 42 – Rights of Proxies and Attorneys

- 42.1. If an appointment specifies the way a proxy or attorney is to vote on a particular resolution, section 250A(4) of the *Corporations Act* applies (with the necessary changes in the case of an attorney).
- 42.2. Unless otherwise specified in the appointment, the proxy or attorney may:
 - 42.2.1. Agree to a meeting being convened by shorter notice than is required by the *Corporations Act* or this constitution;
 - 42.2.2. Agree to a resolution being proposed and passed as a special resolution at a meeting of which less than 21 days' notice has been given;
 - 42.2.3. Even if the appointment specifies how the proxy or attorney must vote on a particular resolution:
 - 42.2.4. Vote on an amendment to the resolution, a motion not to put the resolution or similar motion;
 - 42.2.5. Vote on a procedural motion, including a motion to elect the chairperson, vacate the chair or adjourn the meeting;
 - 42.2.6. Speak at the meeting;
 - 42.2.7. Vote (but only to the extent allowed by the appointment or the *Corporations Act* or this constitution); and
 - 42.2.8. Demand or join in a demand for a poll.
- 42.3. A proxy's or attorney's authority to speak and vote for a Member at a meeting is suspended while the Member is present at the meeting.
- 42.4. Unless otherwise specified in the appointment, the proxy or attorney may also give a consent or sign an appointment or a resolution or other document for the Member.
- 42.5. If the proxy or attorney is a body corporate, it may appoint a Representative under the following clause.

43. Rule 43 – Representatives

- 43.1. A Member (or a Member's proxy or attorney) which is a body corporate may appoint an individual as its Representative.
- 43.2. The Representative need not be a Member.
- 43.3. Unless otherwise specified in the appointment, the Representative may exercise all the powers that the body corporate could exercise if it were a natural person at a meeting of Members or in voting on a resolution (including a resolution to be passed without a meeting).

44. Rule 44 – Validity

- 44.1. At a meeting, the chairperson's decision as to the validity of an appointment of a proxy or attorney or Representative is final. In any other case, the Directors'

decision as to the validity of an appointment of a proxy or attorney or Representative is final.

- 44.2. Unless the Company has received written notice of the matter before the start or resumption of a meeting, a vote cast by a proxy or attorney or Representative is valid even if, before the vote:

44.2.1. The appointing Member dies or becomes bankrupt or is wound up or deregistered; or

44.2.2. The Member is mentally incapacitated; or

44.2.3. The Member revokes the appointment; or

44.2.4. The Member revokes the authority under which the proxy attorney or representative was appointed by a third party; or

44.2.5. The Member transfers the share in respect of which the vote was cast.

Directors

45. Rule 45 – Appointment of Directors

45.1. There is a minimum of one Director and a maximum of 10 Directors.

45.2. The first Directors of the Company are those persons who have consented to be directors of the Company on the Company's registration.

45.3. Subject to clause 45.1, the Directors may appoint any person to be a Director to fill a casual vacancy or as an addition to the existing Directors.

45.4. Subject to clause 45.1, a meeting of Members may either or both:

45.4.1. Remove a Director;

45.4.2. Appoint a new Director.

45.5. If a person who is the only Director and the only Member dies, cannot manage the Company because of mental incapacity or becomes bankrupt, the personal representatives or trustee of the person may appoint a Director.

45.6. Notwithstanding rule 45.5 the Directors, at the request of a Director, may confirm the appointment of a Successor Director who is to take the Directors directorship in the event of the Director's incapacity, bankruptcy, death or by their own choosing.

46. Rule 46 – Share Qualification

A Director need not be a Member.

47. Rule 47 – Vacation of Office

The office of Director becomes vacant if the Director:

47.1. Becomes disqualified from managing corporations under the *Corporations Act*;

47.2. Ceases to have mental capacity and is a person whose estate or property has had a personal representative or trustee appointed to administer it;

- 47.3. Is absent from Directors' meetings (without appointing an Alternate Director) for three months without leave of the Directors;
- 47.4. Resigns by notice in writing to the Company;
- 47.5. Is removed by a resolution of the Company;
- 47.6. Being an executive Director, ceases to be a full-time employee of the Company or a related body corporate; or
- 47.7. Was appointed for a fixed period and that period expires.

48. Rule 48 – Remuneration

48.1. Directors

48.1.1. The remuneration of the Directors (in that capacity) is a fixed sum from time to time determined by a meeting of Members.

48.1.2. The remuneration is divided between the Directors in any proportions the Directors agree and, in default of agreement, equally.

48.1.3. That remuneration is deemed to accrue from day to day.

48.2. Expenses

The Company must also pay travelling and other expenses properly incurred by a Director in connection with the business of the Company.

48.3. Special duties

If a Director is required to perform services for the Company which the Directors consider outside the ordinary duties of a Director, the Company may pay the Director additional remuneration.

48.4. Payments to former Directors

Subject to the *Corporations Act*, the Company may pay a benefit in connection with retirement as a Director or from services to the Company.

49. Rule 49 – Directors' Interests

49.1. Notice of material personal interest

49.1.1. A Director, who has a material personal interest in a matter that relates to the affairs of the Company, must give the other Directors notice of the interest if required by the *Corporations Act*.

49.1.2. A failure to do so does not affect the validity of any act, transaction, agreement, instrument, resolution or other thing.

49.1.3. Disclosures of interest must be recorded in the minutes of meetings.

49.2. Director may hold other office of profit

A Director or a body or entity in which the Director has an interest or a relative of a Director may:

49.2.1. Hold any other office or place of profit (except as auditor) in the Company, on any terms the Directors determine;

- 49.2.2. Act in a professional capacity (except as auditor) for the Company or a related body corporate of the Company;
- 49.2.3. Hold an office or place of profit or otherwise be interested in a related body corporate of the Company or a body corporate in which the Company is interested;
- 49.2.4. Retain benefits from doing any of these.
- 49.3. Contracts not void
 - 49.3.1. A Director or a body or entity in which the Director has an interest or a relative of a Director may enter into a contract or arrangement with the Company or a related body corporate of the Company and retain benefits from doing so. The Director must disclose the interest under clause 49.1.
 - 49.3.2. That contract or arrangement is not void or voidable only because the Director holds office as a director.
- 49.4. Corporate governance

Subject to the Corporations Act, a Director who has a material personal interest in a matter that is being considered at a Directors' meeting may:

 - 49.4.1. Be counted in a quorum;
 - 49.4.2. Be present while the matter is being considered;
 - 49.4.3. Vote on the matter;
 - 49.4.4. Sign or countersign any document in respect of the contract or arrangement.

50. Rule 50 – Alternate Directors

- 50.1. With the approval of the majority of the other Directors, a Director may appoint an Alternate Director to exercise some or all of the Director's powers for a specified period.
- 50.2. The appointor may terminate the appointment at any time. The appointment ends automatically when the appointor ceases to be a Director.
- 50.3. The Alternate Director need not be a Member.
- 50.4. An appointment or its termination must be in writing and given to the Company.
- 50.5. The Company must give the Alternate Director notice of Directors' meetings.
- 50.6. When an Alternate Director exercises the Director's powers, the exercise of the powers is just as effective as if the powers were exercised by the Director.
- 50.7. Subject to the terms of the appointment, the Alternate Director may attend, be counted in a quorum, speak and vote at Directors' meetings unless the appointor is present. An Alternate Director may do these things even if the appointor is prohibited from doing them by the Corporations Act.
- 50.8. The Alternate Director is an officer of the Company and not the agent of the appointor.

- 50.9. The rules about Directors (except those about remuneration) apply to Alternate Directors.

Powers and Duties of Directors

51. Rule 51 – Directors to Manage

The business of the Company is managed by the Directors. They may exercise all the powers of the Company that the Corporations Act or this constitution or a meeting of Members does not require to be exercised by a meeting of Members.

52. Rule 52 – Wholly-Owned Subsidiary

If the Company is a wholly-owned subsidiary of a body corporate, a Director may act in the best interests of the holding company.

Proceedings of Directors

53. Rule 53 – Sole Director

While the Company has only one Director, the Director may pass a resolution by recording it and signing the record.

54. Rule 54 - Circulating Resolutions

- 54.1. The Directors may pass a resolution without a Directors' meeting being held if all the Directors entitled to vote on the resolution sign a document containing a statement that they are in favour of the resolution set out in the document. An Alternate Director may sign the document instead of their appointor.
- 54.2. Separate copies of a document may be used for signing by Directors if the wording of the resolution and statement is identical in each copy.
- 54.3. The resolution is passed when the last Director signs.

55. Rule 55 – Calling Directors' Meetings

- 55.1. The Directors may meet, adjourn and otherwise regulate their meetings as they think fit.
- 55.2. A Director may at any time, and the Secretary must on the request of a Director, call a meeting of Directors.
- 55.3. Notice of each Directors' meeting must be given to each Director.
- 55.4. Notice may be given in writing, or by any technology consented to by all the Directors. The consent may be a standing one and can only be withdrawn by a Director on 48 hours' notice.

56. Rule 56 – Chairperson

- 56.1. The Directors may elect a Director to chair their meetings for any period. If no chairperson is elected, or if the chairperson is not present within 10 minutes after

the time appointed for a meeting or is unable or unwilling to act, the Directors present may elect one of themselves to chair the meeting or part of the meeting.

56.2. The Directors may remove the chairperson.

56.3. The Chairperson is not to have a casting vote in any circumstance where it may cause a deleterious impact on any trust, superannuation fund or member directly or indirectly associated with the Company.

57. Rule 57 – Quorum

57.1. The quorum for a Directors' meeting:

57.1.1. While there is only one Director, is one;

57.1.2. While there is more than one Director, is two unless otherwise determined by the Directors.

57.2. In determining whether a quorum is present, Alternate Directors are counted separately for each appointment.

57.3. The quorum must be present at all times during the meeting.

57.4. If a quorum cannot be established because of a casual vacancy, the remaining Directors may appoint Directors to form a quorum or call a meeting of Members.

58. Rule 58 – Decisions

58.1. Subject to the Corporations Act, each Director has one vote.

58.2. An Alternate Director has one vote for each appointment (in addition to any vote as a Director).

58.3. A resolution of the Directors is passed by a majority of votes cast.

58.4. The chairperson has a casting vote, if the chairperson has a deliberative vote.

59. Rule 59 – Meetings Using Technology

A meeting of Directors may be held using any technology by which they are able simultaneously to hear each other and participate in discussion, or by any other technology consented to by all the Directors. The consent may be a standing one and can only be withdrawn by a Director on 48 hours' notice.

60. Rule 60 – Validity of Acts of Directors

The acts of the Directors or a committee of Directors are valid even if it is subsequently discovered that there was a defect in the appointment of a Director or a Director was disqualified.

61. Rule 61 – Committees and Delegates

61.1. The Directors may delegate any of their powers (including the power to delegate) to:

61.1.1. A Director;

61.1.2. A committee of Directors;

61.1.3. An employee of the Company; or

61.1.4. Any other person.

61.2. The Directors may revoke or vary that delegation.

61.3. The committee or delegate must exercise the powers in accordance with any directions of the Directors.

61.4. Rules about Directors' meetings apply to committee meetings, unless the Directors otherwise resolve.

62. Rule 62 – Attorneys and Agents

62.1. The Directors may appoint any person to be the attorney or agent of the Company for any purpose, to exercise any of their powers (including the power to delegate), for any period and on any terms the Directors think fit.

62.2. The Directors may revoke or vary the appointment or the powers delegated.

Executive Officers

63. Rule 63 – Managing Director

63.1. The Directors may appoint a Director as managing director for any period and on any terms, and subject to the terms of the employment contract, may remove or dismiss or suspend the managing director at any time, with or without cause.

63.2. If a managing director ceases to be a Director, their appointment as managing director terminates automatically.

63.3. The Directors may confer on a managing director any of their powers (including the power to delegate), on any terms and with any restrictions the Directors think fit. That power may be concurrent with or exclude the Directors' powers.

63.4. The Directors may revoke or vary the powers of the managing director.

64. Rule 64 – Secretary

64.1. If required by the *Corporations Act*, the Directors must appoint at least one Secretary, for any period, for any remuneration and on any terms they think fit.

64.2. Subject to the terms of the employment contract, the Directors may remove or dismiss the Secretary at any time, with or without cause.

65. Rule 65 – Indemnity

65.1. To the extent permitted by the *Corporations Act*, the Company must indemnify each person who is or has been an officer of the Company or its subsidiary against:

65.1.1. Any liability (except for legal costs) incurred by that person as an officer of the Company or its subsidiary; and

65.1.2. Reasonable legal costs incurred in defending an action for a liability by that person as an officer of the Company or its subsidiary.

- 65.2. To the extent permitted by the *Corporations Act*, the Company may pay a premium for a contract insuring a person who is or has been an officer of the Company or its subsidiary against those liabilities.
- 65.3. Subject to the *Corporations Act*, the Company may contract with an officer of the Company or its subsidiary to:
 - 65.3.1. Keep a set of the Company's books (including minutes) and allow the officer and the officer's advisers access to the books;
 - 65.3.2. Indemnify the officer against liability incurred as an officer of the Company or its subsidiary;
 - 65.3.3. Insure the officer against liability incurred as an officer of the Company or its subsidiary.
- 65.4. In this clause, officer means a Director or Secretary.

Documents and Records

66. Rule 66 – Execution of Documents

- 66.1. The Company may execute a document (including a deed):
 - 66.1.1. In accordance with section 127 of the *Corporations Act*; or
 - 66.1.2. In any other way approved by the Directors.
- 66.2. The Company may execute a document only if authorised by the Directors.
- 66.3. If the Company has a common seal the Directors must provide for its safe custody.

67. Rule 67 – Negotiable Instruments

All negotiable instruments (including cheques) and receipts for payments to the Company must be signed, drawn, accepted, endorsed or otherwise executed:

- 67.1. While the Company has only one Director, by that Director; and
- 67.2. While the Company has more than one Director, by two Directors, or in any other manner the Directors determine.

68. Rule 68 – Minutes

- 68.1. The Directors must cause minutes to be made of:
 - 68.1.1. All appointments of Directors and Secretaries;
 - 68.1.2. The names of the Directors and Secretaries present at all meetings of Members, Directors' meetings and meetings of Directors' committees;
 - 68.1.3. All resolutions and proceedings at all such meetings, and all resolutions passed without meetings;
 - 68.1.4. All disclosures of interest.
- 68.2. Minutes must be signed by the chairperson of the meeting or of the next meeting.

- 68.3. Unless proved incorrect, signed minutes are presumed to be an accurate record of the proceedings.

69. Rule 69 – Financial Records and Reports

- 69.1. Unless authorised by the Directors or a meeting of Members or the *Corporations Act*, a Member is not entitled to inspect the books of the Company.

70. Rule 70 – Auditor

The Directors or a meeting of Members must appoint an auditor only if required by the *Corporations Act*.

Dividends and Reserves

71. Rule 71 – Determination

- 71.1. Subject to any special rights or restrictions attached to a share, the Directors may:
- 71.1.1. Declare that the Company pay a Dividend; or
 - 71.1.2. Determine that a Dividend is payable by the Company and fix the amount, time for payment and method of payment. The methods of payment may include the payment of cash, the issue of shares, the grant of options and the transfer of assets. The Directors may revoke the determination to pay the Dividend at any time before the time for payment. If no time is fixed the Dividend is payable at the time of the determination.
- 71.2. A Dividend may only be paid where permitted by the *Corporations Act*.

72. Rule 72 – Entitlement

- 72.1. Subject to any special rights or restrictions attached to a share, Dividends may be paid:
- 72.1.1. On shares of one class but not another;
 - 72.1.2. At different rates for different classes.
- 72.2. Subject to any special rights or restrictions attached to a share, a Dividend on a share must be paid in proportion to the amounts paid up or credited as paid up on the share.
- 72.3. Amounts paid or credited as paid in advance of a call are not counted.
- 72.4. Subject to the terms of issue, all shares of the same class rank equally, irrespective of the date of issue.
- 72.5. Interest is not payable on a Dividend.
- 72.6. Subject to clause 27, if a Dividend on a share is declared or determined to be payable or paid after the transfer of the share but before registration, the transferor is entitled to the Dividend.

73. Rule 73 – Payment

- 73.1. The Company may pay Dividends and other money payable in respect of shares by:
 - 73.1.1. Cheque (payable to the Member or other person the Member directs) posted to the Registered Address of the Member or of the joint holder of shares shown first in the Register;
 - 73.1.2. Electronic funds transfer to an account with a financial institution requested by the Member; or
 - 73.1.3. Any other means determined by the Directors.
- 73.2. Any joint holder of a share may give receipts for Dividends or other money payable in respect of that share.

74. Rule 74 – Deductions

The Directors may deduct from a Dividend payable to a Member any money payable by the Member (or their personal representatives) to the Company (including for calls).

75. Rule 75 – Distribution of Assets

- 75.1. The Directors may resolve that a Dividend be paid wholly or in part by the distribution of specific assets, including fully paid shares or debentures of another company.
- 75.2. The Directors may resolve any problem about a distribution of specific assets as they think fit. For example they may:
 - 75.2.1. Fix the value of the specific assets;
 - 75.2.2. Pay cash to a Member on the basis of the valuation of the specific assets;
 - 75.2.3. Ignore fractions of shares;
 - 75.2.4. Round amounts;
 - 75.2.5. Vest specific assets in a trustee on trust for the Members entitled.

76. Rule 76 – Capitalisation of Profits

- 76.1. The Directors may:
 - 76.1.1. Capitalise profits; and
 - 76.1.2. Apply the capital for the benefit of the Members, in the proportions to which Members are entitled to Dividends, in any manner including by:
 - 76.1.2.1. Paying amounts unpaid on shares already issues;
 - 76.1.2.2. Paying up in full shares or securities to be issued to Members.
- 76.2. The Directors may resolve any problem about an application of capital as they think fit. For example they may:
 - 76.2.1. Fix the value of shares or securities;
 - 76.2.2. Issue fractional certificates;
 - 76.2.3. Pay cash to a Member instead of fractional shares or securities;

- 76.2.4. Ignore fractions of shares;
 - 76.2.5. Round amounts;
 - 76.2.6. Vest specific assets in a trustee on trust for the Members entitled; or
 - 76.2.7. Authorise a person to make, on behalf of the Members entitled, an agreement with the Company for paying amounts unpaid on their shares or for issuing to them further shares or securities, credited as fully paid up, and any such agreement binds all the Members entitled.
- 76.3. The Members must accept such application of capital in full satisfaction of their interests in the capital.
- 76.4. The Directors may fix the time at which entitlements are determined.

77. Rule 77 – Reserves

- 77.1. The Directors may set aside reserves out of profits.
- 77.2. The Directors may apply the reserves for any purpose for which profits may be lawfully applied.
- 77.3. Until application the reserves remain undistributed profits, and Directors may invest or use them for the benefit of the Company. Resulting income is part of the gross profit of the Company.
- 77.4. The Directors may carry forward undistributed profits without transferring them to a reserve.

78. Rule 78 – Bonus Share Plans and Dividend Reinvestment Plans

- 78.1. A meeting of Members may authorise the Directors to establish bonus share plans (where a Member may elect to receive fully paid shares instead of Dividends) and dividend reinvestment plans (where a Member may elect that Dividends payable to the Member will be applied on behalf of the Member in subscribing for fully paid shares).
- 78.2. The Directors may decide the terms of, implement, suspend, terminate or vary those plans.

Winding Up

79. Rule 79 – Distribution of Assets in Kind

- 79.1. Subject to any special rights or restrictions attached to shares, if the Company is wound up, the liquidator may, with the sanction of a special resolution of the Company:
 - 79.1.1. Divide among the Members in kind all or any of the assets of the Company (whether they consist of property of the same kind or not); and
 - 79.1.2. Determine how the division shall be carried out as between the members or different classes of members.
- 79.2. A Member need not accept any property in respect of which there is a liability.

79.3. The liquidator may resolve any problem about such a distribution as the liquidator thinks fit. For example the liquidator may:

79.3.1. Pay cash to a Member;

79.3.2. Ignore fractions of shares;

79.3.3. Round amounts;

79.3.4. Value assets for distribution;

79.3.5. Vest assets in a trustee on trust for the Members entitled;

79.3.6. Capitalise profits and distribute capital as if the liquidator were the Directors.

80. Rule 80 – Distribution on Surplus

Subject to any rights or restrictions attached to a share, on a winding up any surplus is divided among the Members in proportion to the capital paid up or credited as paid up on their shares at the commencement of the winding up (without the necessity of a call up).

81. Rule 81 – Encumbered Property

On a winding up, no Member is compelled to accept property in respect of which there is a liability.

Notices

82. Rule 82 – Notice to Members

82.1. Each Member must notify the Company in writing of the Member's address for notices and any change to that address.

82.2. The Company may give notice to a Member:

82.2.1. Personally;

82.2.2. By sending it by post to the Member's Registered Address;

82.2.3. By sending it to the fax number or electronic address (if any) nominated by the Member;

82.2.4. If it is a notice of meeting, by giving it in accordance with section 249J of the Corporations Act; or

82.2.5. If the Member's has no Registered Address, by posting it on a noticeboard at the Company's registered office or any other way determined by a meeting of Members.

82.3. A notice is deemed to be received:

82.3.1. If hand delivered, on delivery;

82.3.2. If sent by prepaid mail, two business days after posting within Australia (or seven business days after posting by airmail to or from a place outside Australia);

- 82.3.3. If sent by facsimile, at the time and on the day shown in the sender's transmission report, if it shows that the entire notice was sent to the correct facsimile number;
- 82.3.4. If sent by electronic transmission or by posting on the noticeboard, 24 hours after transmission or posting;
- 82.3.5. If given under section 249J(3)(cb) of the *Corporations Act*, on the business day after the day on which the Member is notified that the notice of meeting is available.

However if the notice is deemed to be received on a day that is not a business day or after 5:00pm at the registered office of the Company, the notice is deemed to be received at 9:00am on the next business day at the registered office of the Company.

- 82.4. The Company may give notice to joint holders by giving the notice to the joint holder named first in the Register.
- 82.5. The Company may give notice to a person, who is entitled to a share in consequence of death mental incapacity or bankruptcy of a Member and who is not Registered as the holder of the share:
 - 82.5.1. By giving it to the person, addressed by name or capacity, in a manner permitted by clause 83.2 (with the necessary changes); or
 - 82.5.2. By giving it to the Member from whom the person derives title.
- 82.6. Each person, who is entitled to a share but not Registered, is bound by any notice given to the Member from whom the person derives title.
- 82.7. A notice given to a Member in accordance with this clause is sufficient, even if the Member (whether or not a joint Member) is dead, mentally incapacitated, an infant, bankrupt or an externally-administered body corporate, and even if the Company has notice of that event.

83. Rule 83 – Notice to Company

A Member or Director must give any document or notice required by the *Corporations Act* or this constitution to the Company at its registered office.

84. Rule 84 – Calculating Time

Time is calculated in accordance with the *Corporations Act*.

Loans made to members

85. Rule 85 – Resolution

A resolution of members must be passed for a loan to be made to a member.

86. Rule 86 – Loan Terms

The terms of any loans to a member must be set out in an agreed upon loan agreement.

87. Rule 87 – Division 7A Loan

All loans and loan agreements must meet any requirements in relation to Division 7A of the 1936 Tax Act.

Loans made to officeholders

88. Rule 88 – Resolution

A resolution of officeholders must be passed for a loan to be made to an officeholder.

89. Rule 89 – Loan Terms

The terms of any loans to an officeholder must be set out in an agreed upon loan agreement.

90. Rule 90 – Division 7A Loan

All loans and loan agreements must meet any requirements in relation to Division 7A of the 1936 Tax Act.