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2 December 2011

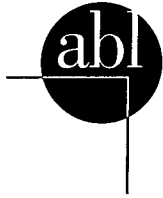
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In accordance with LR 15.4.2 I attach a copy of Nufarm Limited's amended Constitution as unanimously adopted at the Annual General Meeting held on Thursday 1 December 2011.

Yours faithfully,

A handwritten signature in black ink, appearing to read 'Rodney Heath', written in a cursive style.

RODNEY HEATH
Company Secretary



CONSTITUTION

OF

NUFARM LIMITED

[formerly known as FERNZ CORPORATION LIMITED]

(incorporating all amendments
up to and including 1 December 2011)

PREPARED BY:

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LAWYERS & ADVISERS

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Corporations Law

A Company limited by Shares

CONSTITUTION

— of —

NUFARM LIMITED

I N D E X

<u>Clause</u>	<u>Subject Matter</u>	<u>Page</u>
1.	DEFINITIONS	1
2.	INTERPRETATION.....	3
3.	EXERCISE OF POWERS.....	4
4.	SHARE CAPITAL.....	4
5.	BROKERAGE AND COMMISSION	5
6.	OWNERSHIP OF SHARES	6
7.	VARIATION OF CLASS RIGHTS	6
8.	CERTIFICATES	6
9.	CALLS ON SHARES	7
10.	FORFEITURE OF SHARES	9
11.	LIEN.....	10
12.	TAXATION LIEN.....	11
13.	TRANSFER OF SHARES.....	12
14.	TRANSMISSION OF SHARES.....	16
15.	CONVERSION AND REDUCTION OF CAPITAL	17
16.	GENERAL MEETINGS	17
17.	PROCEEDINGS AT GENERAL MEETING	19

18.	VOTES OF MEMBERS.....	21
19.	PROXIES	22
20.	BODY CORPORATE REPRESENTATIVES	23
21.	MEETINGS OF CLASSES OF SHAREHOLDERS	24
22.	DIRECTORS.....	24
23.	DISQUALIFICATION OF DIRECTORS	26
24.	ROTATION OF DIRECTORS	28
25.	TENURE AND REMOVAL OF DIRECTORS	28
26.	MANAGING DIRECTOR.....	29
27.	ATTORNEYS OF DIRECTORS AND ALTERNATE DIRECTORS	29
28.	POWERS AND DUTIES OF DIRECTORS	30
29.	PROCEEDINGS OF DIRECTORS	34
30.	SECRETARY	36
31.	MINUTES.....	36
32.	SEAL AND EXECUTION OF DOCUMENTS	37
33.	DIVIDENDS	38
34.	RESERVES AND PROVISIONS.....	41
35.	ACCOUNTS.....	42
36.	NOTICES	42
37.	WINDING UP	44
38.	INDEMNITY AND INSURANCE.....	45
39.	DEADLOCK	46
40.	AUSTRALIAN STOCK EXCHANGE LIMITED	46

CONSTITUTION OF NUFARM LIMITED

1. DEFINITIONS

1.1 In this Constitution the following expressions shall, unless there is something in the subject or context inconsistent therewith, have the meanings hereunder set out -

1.1.1 "**Alternate Director**" means any person appointed under Clause 27;

1.1.2 "**Board**" means the Board of Directors of the Company from time to time or any committee thereof;

1.1.3 "**Business Day**" has the same meaning given to that term in the Listing Rules;

1.1.4 "**call**" includes an instalment of a call and a premium payable upon a share;

1.1.5 "**certificated shares**" means shares in the capital of the Company which are evidenced by certificates which have been issued and not subsequently cancelled and "**certificated holding**" has a like meaning;

1.1.6 "**Chairperson**" means the chairperson of Directors for the time being of the Company and includes, any deputy chairperson or other person who is acting for the time being as chairperson of the Company;

1.1.7 "**CHESS**" has the same meaning given to that term in the SCH Business Rules;

1.1.8 "**CHESS approved**" in relation to shares or other securities, means shares or other securities of the Company for which CHESS approval has been given in accordance with the SCH Business Rules;

1.1.9 "**Company**" means Nufarm Limited (formerly known as Fernz Corporation Limited);

1.1.10 "**Constitution**" means this Constitution as supplemented, substituted or amended from time to time;

1.1.11 "**Directors**" means the Directors for the time being, or such number of them as have authority to act for the Company acting as a body and includes, a person duly appointed and for the time being acting as an attorney for a Director or as an alternate Director;

1.1.12 "**Dividend**" includes bonus and interim Dividend;

1.1.13 "**Exchange**" means Australian Stock Exchange Limited (ACN 008 624 691) or the Company's Home Branch (as the context requires) and includes any body corporate

succeeding to all or most of the powers, functions and duties of Australian Stock Exchange Limited;

- 1.1.14 "**holding lock**" has the same meaning given to that term in the SCH Business Rules;
- 1.1.15 "**Home Branch**" has the same meaning given to that term in the Listing Rules;
- 1.1.16 "**Law**" means the Corporations Law;
- 1.1.17 "**Listing Rules**" means the Listing Rules of the Exchange and any other rules of the Exchange which are applicable while the Company is admitted to the Official List, except to the extent of any express written waiver by the Exchange;
- 1.1.18 "**Managing Director**" means a Director appointed to that office pursuant to Clause 26;
- 1.1.19 "**Member**" means any person who qualifies as a member of the Company and includes any person who is the holder of a share in the capital of the Company;
- 1.1.20 "**month**" means calendar month;
- 1.1.21 "**office**" or "**office of the Company**" means its registered office for the time being;
- 1.1.22 "**Official List**" has the same meaning given to that term in the Listing Rules;
- 1.1.23 "**Ordinary Share**" means an ordinary share in the capital of the Company issued in accordance with the provisions of Clause 4;
- 1.1.24 "**paid up**" includes credited as paid up;
- 1.1.25 "**Preference Share**" means a preference share in the capital of the Company issued in accordance with the provisions of Clause 4;
- 1.1.26 "**present**" when used of a Member in relation to a meeting, means present in person, or by proxy, or by attorney, or if a corporation, by a representative appointed pursuant to this Constitution or the Law;
- 1.1.27 "**proper SCH transfer**" has the same meaning given to that term in the Law;
- 1.1.28 "**Register**" means the register of Members required to be maintained pursuant to the Law and includes any other subregister required to be maintained under the Listing Rules or the SCH Business Rules;

- 1.1.29 **"Restricted Securities"** has the same meaning given to that term in the Listing Rules;
- 1.1.30 **"SCH"** means the securities clearing house;
- 1.1.31 **"SCH Business Rules"** means the business rules of SCH;
- 1.1.32 **"Tax Act"** means the Income Tax Assessment Act 1936 and the Income Tax Assessment Act 1997 of the Commonwealth of Australia and all acts encompassed thereby (as applicable);
- 1.1.33 **"uncertificated shares"** means shares in the capital of the Company for which no certificates are issued (or in respect of which any certificate previously issued has been cancelled) and for which certificates are not required by the Law, the SCH Business Rules and the Listing Rules to be issued and **"uncertificated holding"** has a like meaning; and
- 1.1.34 **"writing"** or **"written"** includes printed or lithographed or represented or reproduced in a visible form by any other means.

2. INTERPRETATION

2.1 In this Constitution -

- 2.1.1 references to "Clauses" are references to Clauses of this Constitution;
- 2.1.2 references to an officer of the Company include any person acting for the time being as an officer;
- 2.1.3 words importing the singular include the plural and vice versa;
- 2.1.4 words importing the masculine gender include the feminine gender and vice versa;
- 2.1.5 words importing persons include partnerships, associations and corporations and vice versa;
- 2.1.6 words, terms or expressions defined in the Law, the Listing Rules or the SCH Business Rules but not defined in this Constitution shall, if not inconsistent with the subject or context, bear the same meaning when used in this Constitution; and
- 2.1.7 references to the Law, the Listing Rules or the SCH Business Rules include any amendment, variation or replacement thereof and any reference to any provision of the Law, the Listing Rules or the SCH Business Rules is a

reference to that provision as so amended, varied or replaced (as the case may be) and includes any regulations proclaimed thereunder.

2.2 The headings to clauses or groups of clauses shall not affect the construction of this Constitution.

2.3 Division 10 of Part 1.2 of the Law applies in relation to this Constitution as if it were an instrument made under the Law as in force on the day when this Constitution becomes binding on the Company.

2.4 The replaceable rules contained in the Law shall not apply to the Company.

3. EXERCISE OF POWERS

The Company may, by resolution or special resolution as the Law requires, exercise from time to time any power which, by the Law, a company limited by shares may exercise if authorised by its constitution.

4. SHARE CAPITAL

4.1 Subject to the Listing Rules, all shares which are issued from time to time shall be called Ordinary Shares and shall be deemed to be of one class with the exception of any shares which, by the terms of issue by the Directors pursuant to Clause 4.2, are classified as Ordinary Shares of any type or class or as Preference Shares of any type or class and are referred to in this Constitution as "voting shares" unless, by the terms of issue, they are declared to be non-voting shares.

4.2 Subject to this Constitution, the Listing Rules and to the provisions of the Law with respect to the consent of the Members affected and subject and without prejudice to any special rights attached to any shares for the time being issued, all shares shall be under the absolute control of the Directors who may, from time to time -

4.2.1 issue any share;

4.2.2 create any class of shares or new class of Ordinary Shares or Preference Shares (including a class of Preference Shares which are, or at the option of the Company, to be redeemed, the terms and manner of redemption being (subject to the Law) determined by the Directors upon the issue of the shares);

4.2.3 reclassify any share;

4.2.4 issue or grant options in respect of, or otherwise dispose of, any shares to such persons, on such terms and conditions and at such times and subject or not to the

payment of any part of the amount of the shares in cash, as the Directors may determine;

4.2.5 issue any new shares as fully or partly paid shares as part payment for any property bought by the Company, or for services rendered to the Company;

4.2.6 create any new class of shares with preferred, deferred or other special rights, or subject to rights of compulsory sale, or pre-emption, or subject to rights and restrictions (whether in regard to Dividends, voting, return of share capital or other matters) as the Directors may determine.

4.3 The Company may, in accordance with the Law and the Listing Rules, buy back its own shares.

4.4 The Company shall not prevent, delay or in any way interfere with the issue of shares in the capital of the Company which are officially quoted by the Exchange except as permitted by the Listing Rules and except that the Company may, in accordance with the Listing Rules, issue shares to a nominee where the issue would result in the contravention of, or failure to observe, the provisions of any law.

5. BROKERAGE AND COMMISSION

5.1 The Company may, at any time, pay brokerage or commission to any person for subscribing or agreeing to subscribe (whether absolutely or conditionally) for any shares, debentures or debenture stock of the Company, or procuring, or agreeing to procure subscriptions (whether absolute or conditional) for any shares, debentures or debenture stock of the Company and so that -

5.1.1 the statutory conditions and requirements for the time being in force (if any) shall be observed and complied with;

5.1.2 the amount shall not exceed 10% of the price at which the shares, debentures or debenture stock are issued unless otherwise determined by the Directors;

5.1.3 the amount may be paid either in cash, or in fully paid shares, debentures or debenture stock of the Company of any class, or in such other manner as the Directors may determine; and

5.1.4 the Company may grant to any person subscribing, or agreeing to subscribe, or procuring, or agreeing to procure subscriptions for shares, debentures or debenture stock, an option to require the Company to issue to that person, or a nominee of that person, any further shares of the Company.

5.2 The powers conferred by Clause 5.1 upon the Company may be exercised on its behalf by the Directors.

6. OWNERSHIP OF SHARES

Except as required by law, no person shall (unless the Directors in any case otherwise determine) be recognized by the Company as holding any share upon any trust and the Company shall not be bound by, or be compelled in any way to recognize (even when the Company has received notice of the matter) any equitable, contingent, future, or partial interest in any share or unit of a share, or (except only as by this Constitution or by law otherwise provided) any other rights in respect of any share, except an absolute right in the registered holder.

7. VARIATION OF CLASS RIGHTS

7.1 If at any time the issued share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may be varied with either –

7.1.1 the written consent of the holders of not less than 75% of the issued shares of that class; or

7.1.2 the sanction of a special resolution passed at a separate general meeting of the holders of the shares of that class.

7.2 If the Company issues any further or new shares that rank equally with the existing shares of a class, the issue of those shares is not a variation of the rights attaching to those shares unless otherwise expressly provided by the terms of issue of the existing shares of that class.

8. CERTIFICATES

8.1 Subject to Clause 8.2 every person whose name is entered as a Member in the Register shall, without payment, be entitled to a certificate.

8.2 The Company shall participate in, or seek admission to, any computerised or electronic system or scheme approved by the Law and, if shares are officially quoted by the Exchange, or deemed to be quoted by the SCH Business Rules and the Exchange allows, or otherwise requires, trading of uncertificated shares and the Company shall comply with the Listing Rules, the SCH Business Rules and any other rules of the Exchange and the Law regulating the system or scheme applicable to uncertificated shares.

8.3 Without limiting the generality of Clause 8.2 a Member may, subject to the provisions of the Listing Rules and, if applicable, the SCH Business Rules, request that all or any of the certificated shares held by him in the capital of the Company be converted to uncertificated shares or vice versa and on receipt by the Company of any such request, the Company shall comply with the Listing Rules, the SCH Business Rules and the Law regulating the system

or scheme applicable to certificated shares and uncertificated shares.

- 8.4 In the case of shares or other securities which are CHES approved the Company shall at all times, as applicable, comply with the provisions of the Listing Rules and/or the SCH Business Rules.
- 8.5 In respect of a share or shares held jointly by several persons, the Company shall not be bound to issue more than one certificate or statement (as the case may be) and delivery of a certificate or statement for a share to one of several joint holders shall be sufficient delivery to all.
- 8.6 The Company must, subject to Clause 8.2, the Listing Rules and the SCH Business Rules, issue a replacement certificate for shares in accordance with the Law, the Listing Rules and the SCH Business Rules if -
- 8.6.1 the certificate to be replaced is received by the Company for cancellation and is cancelled; or
- 8.6.2 satisfactory evidence has been received by the Company that the certificate previously issued has been lost or destroyed and has not been disposed of and the Member undertakes to return the certificate to the Company if it is found or received by the Member.
- 8.7 Every certificate, statement or notice (as applicable) in respect of a Member's shareholding must be issued and despatched in accordance with the requirements of the Law, the Listing Rules and/or the SCH Business Rules.

9. CALLS ON SHARES

- 9.1 The Directors may, subject to the terms and conditions of issue of any shares and to the requirements of the Listing Rules and the Law, make calls upon the Members in respect of any money unpaid on their shares and not by the conditions of issue of those shares made payable at fixed times but so that -
- 9.1.1 no call shall be payable earlier than 30 Business Days from the date fixed for the payment of the last preceding call; and
- 9.1.2 each Member shall (subject to the provisions of Clause 9.2 and receiving at least 10 Business Days' notice or, if the Company is a participant in any computerised or electronic system or scheme relating to shares which are officially quoted by the Exchange, subject to receiving such period of notice before the due date for payment as is required by the Listing Rules) pay to the Company, at the time or times and place so specified, the amount called on his shares.

- 9.2 In the event that a person becomes registered as a new Member of the Company or a Member's shareholding changes after the date of despatch of any notice referred to in Clause 9.1, the Directors shall despatch notices to that new Member and those Members whose shareholdings have changed since despatch of any notice referred to in Clause 9.1 at least four (4) Business Days prior to and inclusive of the due date of payment of the sum called, or such other period as is required under the Listing Rules.
- 9.3 Subject to the requirements of the Listing Rules, a call may be revoked or postponed before the due date for payment.
- 9.4 A call shall be deemed to have been made at the time when the resolution of the Directors authorizing the call was passed and may be required to be paid by instalments.
- 9.5 The joint holders of a share shall be jointly and severally liable to pay all calls in respect of that share.
- 9.6 If a sum called in respect of a share is not paid before or on the day appointed for payment, the person from whom the sum is due shall pay interest on that sum from the day appointed for payment to the time of actual payment at such rate as the Directors may determine.
- 9.7 Any sum which by the terms of issue of a share becomes payable on issue or at any fixed date shall, for the purposes of this Constitution, be deemed to be a call duly made and payable on the date on which by the terms of issue the sum becomes payable and in the event of non-payment of interest and expenses, forfeiture or otherwise shall apply as if the sum had become payable by virtue of a call duly made and notified.
- 9.8 The Directors may, on the issue of shares, differentiate between the holders as to the amount of calls to be paid and the times of payment.
- 9.9 The Directors may, to the extent permissible by law, waive or compromise all or any part of any payment due to the Company under this Clause 9.
- 9.10 The Directors shall do all such things as may be necessary, or appropriate, under the SCH Business Rules to protect any rights to which the Company may be entitled under any law or under this Constitution.
- 9.11 The Directors may, if they think fit, receive from any Member willing to advance the same all or any part of the money uncalled and unpaid upon any shares held by him and upon all or any part of the money so advanced may (until the same would but for the advance become payable) pay interest at such rate not exceeding (unless the Company in general meeting shall otherwise direct) 8% per annum as may be agreed upon between the Directors and the Member paying the sum in advance.

- 9.12 On the trial or hearing of any action for the recovery of any money due for any call, it shall be sufficient to prove that -
- 9.12.1 the name of the Member sued is entered in the Register as the holder or one of the holders of the shares in respect of which such debt accrued;
 - 9.12.2 the resolution making the call is duly recorded in the minute book; and
 - 9.12.3 notice of such call was duly given to the Member sued in pursuance of this Constitution

and it shall not be necessary to prove the appointment of the Directors who made such call or that a quorum of Directors was present at the meeting at which such call was made nor any other matters whatsoever and the proof of the matters aforesaid shall be conclusive evidence of the debt.

10. FORFEITURE OF SHARES

- 10.1 If a Member fails to pay any call or instalment of a call on the day appointed for payment thereof the Directors may, at any time thereafter, during such time as any part of the call or instalment remains unpaid serve a notice on him requiring payment of so much of the call or instalment as is unpaid together with any interest which may have accrued and all expenses which may have been incurred by the Company by reason of non-payment.
- 10.2 The notice shall name a day (not earlier than 14 days from the date of the notice) and a place or places on and at which the call and interest and expenses are to be paid. The notice shall also state that in the event of non-payment at or before the time and at the place appointed the shares in respect of which the call is payable will be liable to be forfeited.
- 10.3 If the requirements of any such notice are not complied with, any shares in respect of which the notice has been given may, at any time thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the Directors to that effect. Such forfeiture shall include all Dividends declared in respect of the forfeited shares and not actually paid before the forfeiture.
- 10.4 When any share has been so forfeited, notice of the resolution shall be given to the Member in whose name it stood immediately prior to the forfeiture and an entry of the forfeiture with the date shall forthwith be made in the Register.
- 10.5 The forfeiture of a share shall involve the extinction of all interest in and also of all claims and demands against the Company in respect of the share and all other rights incident to the share except only such of those rights as by this Constitution are expressly waived.

- 10.6 A forfeited share shall (subject to the Law and the Listing Rules) be cancelled, sold or otherwise disposed of on such terms and in such manner as the Directors think fit and at any time before a sale or disposition the forfeiture may be cancelled on such terms as the Directors think fit. Any residue remaining after satisfaction of all moneys payable in respect of such forfeited shares including expenses, shall be held in trust and dealt with in accordance with the requirements of the Listing Rules and the Law.
- 10.7 A person whose shares have been forfeited shall cease to be a Member in respect of the forfeited shares but shall, notwithstanding, remain liable to pay and shall forthwith pay to the Company all money which at the date of forfeiture was payable by him in respect of the shares as set out in the notice hereinbefore provided (together with interest from the date of forfeiture on the money for the time being unpaid at such rate as the Directors may determine until the actual date of payment) but his liability shall cease if and when the Company receives payment in full of all such money in respect of the shares.

11. LIEN

- 11.1 The Company shall subject to this Constitution, the Listing Rules, the SCH Business Rules and the Law have a first and paramount lien on every share registered in the name of each Member (whether solely or jointly with others) for –
- 11.1.1 all calls payable at a fixed time in respect of that share and due but unpaid;
 - 11.1.2 such amounts (if any) as the Company may be required by law to pay and has paid in respect of that share; and
 - 11.1.3 all monies due and remaining outstanding to the Company pursuant to loans made by the Company to any Member under any employee incentive scheme in respect of that share
- but the Directors may, at any time, declare any share to be wholly or in part exempt from the provisions of this Clause.
- 11.2 The Company's lien on a share shall extend to all Dividends payable thereon and all reasonable interest and expenses incurred because of monies remaining outstanding.
- 11.3 Unless otherwise agreed the registration of a transfer of shares shall operate as a waiver of the Company's lien (if any) on such shares.
- 11.4 The Company may sell in such manner as the Directors think fit any shares on which the Company has a lien but no sale shall be made

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- 11.4.1 unless a sum in respect of which the lien exists is presently payable; and
 - 11.4.2 until the expiration of 14 days after a notice in writing stating and demanding payment of such part of the amount in respect of which the lien exists as is presently payable has been given to the registered holder for the time being of the share or the person entitled thereto by reason of his death or bankruptcy.
- 11.5 To give effect to any sale pursuant to Clause 11.4, the Directors may authorize some person to effect on behalf of the holders thereof an instrument of transfer in order to transfer the shares sold to the purchaser thereof. The purchaser shall be registered as the holder of the shares comprised in any such transfer and shall not be bound to see to the application of the purchase money nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.
- 11.6 The proceeds of the sale shall be received by the Company and applied in payment of such part of the amount in respect of which the lien exists as is presently payable and the residue if any shall (subject to a like lien for sums not presently payable as existed upon the shares before the sale) be paid to the person entitled to the shares at the date of the sale.
- 11.7 The Directors shall do all such things as may be necessary or appropriate under the SCH Business Rules to protect any lien, charge or other right to which the Company may be entitled under any law or under this Constitution.

12. TAXATION LIEN

- 12.1 Whenever in respect of, or in connection with, any shares registered in the name of a Member (whether solely or jointly with others) or with any Dividends or bonus thereon and whether in consequence of his death or for any reason any law for the time being of the Commonwealth of Australia or of any Australian State or Territory or of any other country or place imposes or purports to impose any immediate or future or possible liability upon the Company to make any payments to any Government or taxing authority -
- 12.1.1 the Company shall, in respect of any such liability, be fully indemnified by the Member and his executors or administrators wheresoever constituted or situated;
 - 12.1.2 any moneys paid by the Company in respect of any such liability imposed or purported to be imposed on the Company may be recovered by action from the Member or his executors or administrators wheresoever constituted as a debt due by him or his estate to the Company with interest at 8% per annum from the date when the moneys were paid until repayment;

- 12.1.3 any such moneys and interest may be deducted by the Company from any Dividend or other moneys payable by it to the Member or his executors or administrators;
 - 12.1.4 the provisions of Clause 11 with respect to the Company's lien for debts of a Member and the Company's power of sale to enforce any such lien shall apply with respect to moneys paid by the Company in respect of any liability to which this Clause relates;
 - 12.1.5 nothing herein contained shall prejudice or affect any right or remedy which in respect of any such payment by the Company any law may confer or purport to confer upon the Company; and
 - 12.1.6 it is hereby expressly declared that as between the Company and the Member or his estate and his executors or administrators wheresoever constituted, any such right or remedy shall be enforceable by the Company and every Member of the Company as between himself and the Company shall hereby be deemed to agree and bind his executors administrators and estate to submit to the legislative power and jurisdiction of the State Territory country or place imposing such liability upon the Company.
- 12.2 If under the Tax Act or any other enactment the Company becomes liable to pay additional tax with respect to any undistributed amount of its profits then, notwithstanding any other provisions of this Constitution, the Company in making any subsequent distribution of its profits whether out of that undistributed amount or out of other profits may, if the Directors think fit but not so as to affect any priority to which under this Constitution the holders of any class of shares are entitled, to declare Dividends at different rates with respect to the shares of the same class held by different Members in such a way as to ensure, as nearly as may be, that each Member bears his proper share of the additional tax which the Company has become liable to pay.

13. TRANSFER OF SHARES

- 13.1 Subject to the Law, the Listing Rules and the SCH Business Rules shares may be transferred by -
 - 13.1.1 a proper SCH transfer;
 - 13.1.2 a transfer document in writing in any usual or common form executed by or on behalf of the transferor or stamped by the transferor's broker and executed by or on behalf of the transferee or stamped by the transferee's broker; or
 - 13.1.3 any other form approved by the Directors.

- 13.2 Whilst the Company is a participant in any computerised or electronic system or scheme relating to shares which are officially quoted by the Exchange or deemed to be quoted by the SCH Business Rules and whilst the rules regulating such system or scheme provide that, in any case, a written instrument of transfer is not required then the provisions of Clause 13.1 shall, so far as applicable, not apply.
- 13.3 For the purposes of Clause 13.2, the Directors shall do all such things as may be necessary or appropriate to enable the Company to participate in any computerised or electronic system or scheme for facilitating the transfer of shares or operation of the Company's registers which may be operated or sponsored by the Exchange or SCH including (without limitation) the provisions under the Listing Rules and/or the SCH Business Rules.
- 13.4 No fee shall be charged on the transfer of any shares except to the extent permitted by the Law or permitted under the Listing Rules.
- 13.5 The Company shall not in any way prevent, delay or interfere with the registration of a paper-based transfer in registrable form except that the Company may, in accordance with the provisions of the Listing Rules, refuse to register any such transfer of shares or other securities where -
- 13.5.1 the Company has a lien; or
 - 13.5.2 it is permitted or required to do so under the Listing Rules; or
 - 13.5.3 it is required to do so in accordance with any law relating to stamp duty or pursuant to a court order; or
 - 13.5.4 registration of the transfer would contravene a law of Australia and the Exchange has agreed in writing that the Company may refuse to register such transfers.
- 13.6 The Company shall not in any way prevent, delay or interfere with the registration of a proper SCH transfer in registrable form except that the Company may, in accordance with the provisions of the Listing Rules, request SCH to apply a holding lock to prevent a proper SCH transfer where -
- 13.6.1 the Company has a lien; or
 - 13.6.2 it is permitted or required to do so under the Listing Rules; or
 - 13.6.3 it is required to do so pursuant to a court order; or
 - 13.6.4 registration of the transfer would contravene a law of Australia and the Exchange has agreed in writing to the application of a holding lock.

- 13.7 Notwithstanding the provisions of Clause 13.5 the Company shall in accordance with the Listing Rules, refuse to register a paper-based transfer where some or all of the shares or other securities the subject of the transfer are reserved for an offeror because the offeree has accepted a takeover offer unless -
- 13.7.1 the takeover offer is not, or ceases to be, subject to a defeating condition; and
- 13.7.2 the transfer is in favour of the offeror, or is effected in accordance with directions by the offeror.
- 13.7A(1) Subject to the Listing Rules, the SCH Business Rules, Clause 13.7B and despite any other provision of this Constitution, if offers are made under a proportional takeover bid for securities of the Company –
- 13.7A(1).1 the Directors shall refuse to register a transfer giving effect to a takeover contract for the bid unless and until a resolution (an "**approving resolution**") to approve the bid is passed in accordance with the provisions of this Clause; and
- 13.7A(1).2 a person (other than the bidder or an associate of the bidder) who, as at the end of the day on which the first offer under the bid was made, held bid class securities is entitled to vote on an approving resolution; and
- 13.7A(1).3 an approving resolution is to be voted on at a general meeting of the Company by the persons entitled to vote on the resolution, or in such other manner provided by the *Corporations Act 2001* (the "**Act**"); and
- 13.7A(1).4 an approving resolution that has been voted on is taken to have been passed if the proportion that the number of votes cast in favour of the resolution bears to the total number of votes cast on the resolution is greater than 50%, and otherwise is taken to have been rejected.
- 13.7A(2) For the purposes of Clause 13.7A(1), an approving resolution in relation to a proportional takeover bid must be passed before the 14th day before the last day of the bid period to be effective.
- 13.7A(3) The provisions of Clauses 16 to 20 (inclusive) of this Constitution and/or the Act that apply to general meetings of the Company have effect, with such modifications as the circumstances may require, to a meeting called and held under Clause 13.7A(1).

- 13.7B Clause 13.7A ceases to have effect on the third anniversary of the date of passing of the special resolution to insert that Clause in the Company's Constitution, or its last renewal, in accordance with the Act and, in the event that the Act is amended to remove the requirement to periodically renew that Clause, this Clause shall cease to have any effect.
- 13.8 Notwithstanding the provisions of Clauses 13.5 and 13.6, no disposal of Restricted Securities shall be permitted during the escrow period and, in the case of such Restricted Securities, the Company shall refuse to acknowledge a disposal (including registering a transfer) of any such Restricted Securities during the escrow period except as permitted by the Listing Rules and the Exchange.
- 13.9 In the event that the Company refuses to register a transfer of any shares in accordance with the provisions of Clauses 13.5 or 13.7, the Company shall give to the lodging party written notice of the refusal and the precise reasons for the refusal within five Business Days after the date on which the transfer was lodged with the Company.
- 13.10 In the event that the Company requests SCH to apply a holding lock in accordance with the provisions of Clause 13.6, the Company shall give the holder of the shares or securities written notice of the holding lock and the reasons for the holding lock within five Business Days after the date on which the Company requested the SCH to apply the holding lock.
- 13.11 Every transfer document shall -
- 13.11.1 in the case of a transfer of certificated shares -
 - 13.11.1.1 be left at the office of the Company or the office of the Company's share registry;
 - 13.11.1.2 be accompanied by a certificate for the shares the subject of the instrument of transfer unless the Directors waive production of the certificate on receiving satisfactory evidence of the loss or destruction of the certificate; and
 - 13.11.1.3 be accompanied by such other evidence of the transferor's right to transfer the shares as the Directors may require;
 - 13.11.2 in the case of a transfer of shares where a Member has elected to have his holding converted from certificated to uncertificated mode, be left at the office of the Company or the office of the Company's share registry but need not be accompanied by a certificate; and
 - 13.11.3 in the case of a transfer of uncertificated shares, in accordance with the rules of the Exchange or the SCH

Business Rules or any other rules regulating transfer and registration procedures.

- 13.12 All instruments of transfer once registered shall be retained by the Company but any instrument of transfer which the Directors may decline to register shall, except in the case of apparent fraud, be returned on demand to the person depositing the instrument.
- 13.13 Except as otherwise permitted by the Law, the Listing Rules or the SCH Business Rules, the Register shall remain open every Business Day.
- 13.14 The Directors must cause the Register to be audited in accordance with the provisions of the Listing Rules and the SCH Business Rules.
- 13.15 The Directors may, to the extent permissible by law, waive all or any of the requirements of this Clause 13 and prescribe such other requirements for the purposes of giving effect to the provisions of Clause or otherwise.
- 13.16 The Directors may delegate their authority under this Clause 13 to any person as the Directors may consider to be appropriate or necessary having regard to all the circumstances.

14. TRANSMISSION OF SHARES

- 14.1 The legal personal representatives of a deceased sole holder of a share shall be the only persons recognized by the Company as having any title to the share.
- 14.2 In the case of a share registered in the names of two or more holders, the survivors or survivor, or the legal representatives of the deceased survivor, shall be the only persons recognized by the Company as having any title to the share but nothing contained in this Constitution shall release the estate of a deceased joint holder from any liability in respect of any share which had been held jointly by him with other persons.
- 14.3 Any of the following persons -
 - 14.3.1 either of the parents or the guardian of any infant Member;
 - 14.3.2 any person becoming entitled to a share in consequence of the bankruptcy of a Member;
 - 14.3.3 the legal personal representative of a deceased Member;
 - 14.3.4 the beneficiaries of a deceased Member becoming entitled to a share under the deceased Member's will or the next of kin of the deceased Member entitled on an intestacy;

- 14.3.5 any person having authority in law to manage the affairs of a Member who, by reason of mental or physical infirmity, is unable to manage his affairs

shall, upon such evidence being produced as to his status or authority as is from time to time properly required by the Directors, have the right either to be registered himself or themselves or to make such transfer of the share as the Member could have made but the Directors shall, in any such case, have the same right to decline or suspend registration as they would have had in the case of a transfer of the share by the Member, if the Member had been alive or capable of transferring the share.

- 14.4 Where two or more persons are jointly entitled to be registered pursuant to the provisions of Clause 14.3 they shall, for the purposes of this Constitution, be deemed to be joint holders of the share.
- 14.5 A person entitled to be registered as a Member in respect of a share pursuant to Clause 14.3 shall be entitled to the same Dividends and other advantages to which he would be entitled if he were the registered holder of the share except that he shall not, before being registered as a Member in respect of the share, be entitled in respect of the share to exercise any right conferred by membership in relation to a general meeting of the Company unless at least 48 hours prior to the time of holding the relevant general meeting at which he proposes to vote, he shall satisfy the Directors of his entitlement to be registered as a Member in respect of a share pursuant to Clause 14.3, or the Directors shall have previously admitted his right to vote at an adjourned general meeting.

15. CONVERSION AND REDUCTION OF CAPITAL

- 15.1 The Company may (subject to Clause 7, the Listing Rules and the Law) by resolution convert all or any of its shares into a larger or small number.
- 15.2 For the purposes of Clause 15.1, any amount unpaid on shares to be converted is to be apportioned equally among the replacement shares.
- 15.3 Subject to the Listing Rules and the Law, the Company may reduce its share capital in any way which is not otherwise authorised by law.

16. GENERAL MEETINGS

- 16.1 An annual general meeting of the Company shall be held in accordance with the provisions of this Constitution and the Law. Any reference in this Constitution to "general meetings" shall (where the context so requires) mean and include annual general meetings.

- 16.2 The Directors may, whenever they think fit, call a general meeting and general meetings shall be called on such requisition or, in default, may be called by such requisitionists as provided by the Law.
- 16.3 The Directors may, subject to the provisions of the Law, by notice in writing to the Exchange postpone, cancel or change the place of any general meeting as the Directors may consider to be necessary or appropriate from time to time.
- 16.4 If at any time there are not sufficient Directors capable of acting to form a quorum for the purpose of calling a general meeting, any Director or any Members of the Company with not less than 5% of the votes that may be cast at general meetings may call and arrange to hold a general meeting in the same manner, as nearly as possible, in which meetings may be called by the Directors.
- 16.5 Subject to the provisions of the Law relating to resolutions and special resolutions and agreements for shorter notice and to the provisions of the Listing Rules, written notice must be given in accordance with the Law and the Listing Rules of all general meetings specifying -
- 16.5.1 the place, date and time for the meeting (and, if the general meeting is to be held in 2 or more places, the technology that will be used to facilitate this);
 - 16.5.2 the general nature of the business of the general meeting;
 - 16.5.3 if a special resolution is to be proposed –
 - 16.5.3.1 an intention to propose the special resolution; and
 - 16.5.3.2 the special resolution itself;
 - 16.5.4 if a Member is entitled to appoint a proxy, that –
 - 16.5.4.1 the Member has a right to appoint a proxy;
 - 16.5.4.2 the proxy does not need to be a Member of the Company; and
 - 16.5.4.3 that a Member who is entitled to cast 2 or more votes may appoint 2 proxies and may specify the proportion or number of votes each proxy is appointed to exercise; and
 - 16.5.5 such other information as provided by Clause 19.6 or prescribed by the Law or the Listing Rules.
- 16.6 The holders of Preference Shares (if any) shall have the same rights as the holders of Ordinary Shares as regards receiving

notices, reports and accounts and shall be entitled to attend general meetings of the Company.

- 16.7 The accidental omission to give notice of a meeting to any Member, or the non-receipt of notice of a meeting by any Member, shall not invalidate the proceedings at any meeting.
- 16.8 All business shall be deemed special that is transacted at a general meeting and all business that is transacted at an annual general meeting shall also be deemed special with the exception of –
- 16.8.1 sanctioning a Dividend;
 - 16.8.2 the consideration of the annual financial report, Directors' report and auditor's report;
 - 16.8.3 the election of Directors;
 - 16.8.4 the appointment of the auditor; and
 - 16.8.5 the fixing of the auditor's remuneration.
- 16.9 Subject to the Law, any resolution of the Company determined on without any general meeting and evidenced in writing under the hand of each Member of the Company who, for the time being, is entitled to attend and vote or of his proxy or attorney appointed as provided in this Constitution, or (if the Member is a corporation) of its corporate representative appointed as provided in this Constitution or the Law, shall be as valid and effectual as a resolution duly passed at a general meeting of the Company.
- 16.10 Any resolution passed in accordance with the provisions of Clause 16.9 may consist of identical copies of the document recording the resolution and accompanying information, each signed by one or more Members or their respective proxies, attorneys or, if any Members are corporations, by their respective representatives.

17. PROCEEDINGS AT GENERAL MEETING

- 17.1 No business shall be transacted at any general meeting unless a quorum of 5 Members is present at the time when the meeting proceeds to business.
- 17.2 If within 30 minutes from the time appointed for the meeting a quorum is not present -
- 17.2.1 the meeting, if called on the requisition of Members, shall be dissolved; and
 - 17.2.2 in any other case -
 - 17.2.2.1 it shall stand adjourned to the same day, in the next week, at the same time and place; and

- 17.2.2.2 if at the adjourned meeting a quorum is not present within 30 minutes from the time appointed for the meeting, the meeting shall be dissolved.
- 17.3 Subject to the provisions of the Law and the Listing Rules, the Chairperson (if any) elected by the Directors shall chair each general meeting of the Company or if there is no such Chairperson, or if at any meeting he is not present within 15 minutes after the time appointed for holding the meeting, or is unwilling to act, the persons present and entitled to vote at a meeting shall choose some one of their number to chair the meeting.
- 17.4 The Chairperson may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place but so that -
- 17.4.1 no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place;
- 17.4.2 when a meeting is adjourned for 30 days or more at any one time, notice of the adjourned meeting shall be given as in the case of an original meeting;
- 17.4.3 save as aforesaid it shall not be necessary to give any notice of an adjourned meeting or of the business to be transacted at an adjourned meeting.
- 17.5 At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the results of the show of hands) demanded -
- 17.5.1 by the Chairperson;
- 17.5.2 by at least three Members present having the right to vote at the meeting; or
- 17.5.3 by any Member or Members present and representing not less than 5% of the votes that may be cast on the resolution on a poll
- and unless a poll is so demanded, a declaration by the Chairperson that a resolution has, on a show of hands, been carried or carried unanimously or by a particular majority or lost and an entry to that effect in the book containing the minutes of the proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
- 17.6 The demand for a poll may be withdrawn.
- 17.7 If a poll is duly demanded, it shall be taken in such manner and either at once or after an interval or adjournment, or otherwise as the Chairperson directs and the result of the poll shall be the

resolution of the meeting at which the poll was demanded but a poll demanded on the election of a Chairperson, or on a question of adjournment, shall be taken forthwith.

- 17.8 In the case of an equality of votes, whether on a show of hands or on a poll, the Chairperson of the meeting at which the show of hands takes place, or at which the poll is demanded, shall not be entitled to a second or casting vote.

18. VOTES OF MEMBERS

- 18.1 Subject to this Constitution and to any special rights or restrictions imposed on or attaching to any shares or classes of shares by the Directors -

18.1.1 on a show of hands, each Member present who holds one or more voting shares is entitled to one vote at meetings of Members; and

18.1.2 on a poll, every such Member shall have one vote for each share he holds provided that, if at any time there is on issue any share which has not been fully paid up, that share shall confer only such proportion of one vote which the sum paid up (excluding any amount credited as paid up) on that share bears to the total issue price of that share.

- 18.2 In the event of a breach of the Listing Rules relating to Restricted Securities, or a breach of a restriction agreement entered into by the Company under the Listing Rules in relation to shares or securities which are classified under the Listing Rules or by the Exchange as Restricted Securities, the Member holding such shares shall cease to be entitled to vote in respect of such shares for so long as the breach subsists.

- 18.3 The holders of Preference Shares (if any) shall be entitled to vote at any general meeting called and held for the purpose of -

18.3.1 reducing the capital of the Company;

18.3.2 sanctioning the terms of a buy-back agreement;

18.3.3 winding up the Company and during the winding up of the Company;

18.3.4 sanctioning a disposal of the whole of the property, business and undertaking of the Company;

18.3.5 where any proposition directly affects the rights and privileges attaching to the Preference Shares; and

the holders of Preference Shares (if any) shall be entitled to vote at any general meeting during a period when any Dividend (or part of

a Dividend) payable in respect of those Preference Shares is in arrears.

- 18.4 In the case of joint holders, the vote of the senior present who tenders a vote shall be accepted to the exclusion of the votes of the other joint holders and for this purpose, seniority shall be determined by the order in which the names stand in the Register.
- 18.5 A Member who is of unsound mind or is a person whose person or estate is liable to be dealt with in any way under any relevant law relating to mental health, may vote whether on a show of hands or on a poll by his committee or by the trustee or by such other person as properly has the management of his estate and any such committee, trustee or other person may vote by proxy or attorney.
- 18.6 A Member who is an infant may vote by either of his parents or by his guardian upon such evidence being produced of the relationship or of the appointment of the guardian as the Directors may, from time to time, properly require.
- 18.7 No Member shall be entitled to vote at any general meeting in respect of any particular shares on which calls due and payable by him to the Company in respect of those shares have not been paid or as otherwise provided under the Listing Rules.
- 18.8 Subject to the Listing Rules, no objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered and every vote not disallowed at such meeting shall be valid for all purposes. Any objection made in due time shall be referred to the Chairperson of the meeting whose decision shall be final and conclusive.
- 18.9 On a show of hands and on a poll votes may be given either personally or by representatives appointed pursuant to this Constitution or by attorney or by proxy.

19. PROXIES

- 19.1 Each Member of the Company entitled to attend and cast a vote at a general meeting may appoint an individual as his proxy to attend and vote for that Member at the general meeting.
- 19.2 The instrument appointing a proxy shall be in writing under the hand of the appointor or of his attorney duly authorized in writing or if the appointor is a corporation, in accordance with the constitution of that corporation.
- 19.3 A proxy need not be a Member of the Company.
- 19.4 The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed, or a notarially certified copy of that power or authority, must be received by the Company not less than 48 hours before the time for holding the

general meeting or adjourned general meeting at which the person named in the instrument proposes to vote (unless a shorter period is specified in the notice of general meeting to which the proxy relates) and in default, the instrument of proxy shall not be treated as valid unless otherwise determined by the Chairperson.

- 19.5 For the purposes of Clause 19.4, an instrument appointing a proxy must be received by the Company at any of the following –
- 19.5.1 the office of the Company; or
 - 19.5.2 a fax number at the office of the Company;
 - 19.5.3 the share registry office of the Company; or
 - 19.5.4 a place, fax number or electronic address specified for that purpose in the notice of meeting.
- 19.6 An instrument appointing a proxy shall be forwarded to Members with notices calling general meetings of the Company which will enable Members to vote for or against each resolution.
- 19.7 An instrument appointing a proxy may be in any usual or other form which the Directors may approve and if a Member is entitled to cast two or more votes at the general meeting, that Member may appoint not more than two proxies.
- 19.8 Where a Member appoints two proxies, the appointment may specify the proportion or number of votes that the proxy may exercise.
- 19.9 Any instrument appointing a proxy confers authority to demand, or join in demanding, a poll.

20. BODY CORPORATE REPRESENTATIVES

- 20.1 Any body corporation which is a Member of the Company may by resolution of its directors or other governing body appoint an individual (whether a Member of the Company or not) whom it thinks fit as its representative to exercise all or any of the powers that the body corporate may exercise -
- 20.1.1 at general meetings of the Company or of any class of Members of the Company; or
 - 20.1.2 at meetings of creditors or debenture holders; or
 - 20.1.3 in respect of resolutions to be passed without meetings.
- 20.2 The person so appointed shall be entitled to exercise the same powers on behalf of the body corporate which he represents as that body corporate could exercise (including the giving of any consent and the signing of any resolution, appointment or other document) if it were a natural person and also to exercise all the powers

mentioned in Clause 20.1 as are conferred by the instrument of appointment.

- 20.3 A certificate executed in accordance with the constitution of the body corporate, accompanied by such other evidence as the Directors may properly require of any appointment of a representative, must be received by the Company before the commencement of the meeting or adjourned meeting at which the person named in the certificate proposes to vote and, in the case of a resolution to be determined on without any general meeting, before the resolution or other document or statement in which the resolution is set out is circulated for signing by the Members of the Company entitled to vote on the resolution.
- 20.4 For the purposes of Clause 20.3, a certificate of appointment must be received by the Company at any of the following –
- 20.4.1 the office of the Company; or
 - 20.4.2 a fax number at the office of the Company;
 - 20.4.3 the share registry office of the Company; or
 - 20.4.4 a place, fax number or electronic address specified for that purpose in the notice of meeting or resolution.

21. MEETINGS OF CLASSES OF SHAREHOLDERS

At every separate meeting of holders of shares of any class, the provisions of this Constitution relating to general meetings shall, with such modifications as are necessary, apply but so that (subject to Clause 7.1) -

- 21.1 the necessary quorum shall be two Members holding between them a majority of the issued shares of the class; or
- 21.2 where only one Member is the holder of shares of the class - that Member present shall for all purposes constitute a quorum; and
- 21.3 any holder of shares of the class present at the meeting may demand a poll.

22. DIRECTORS

- 22.1 The number of the Directors shall, unless otherwise provided by the Law, be not less than three. The number of Directors shall not be more than eleven.
- 22.2 The Company may from time to time by resolution passed at a general meeting, fix the number of Directors or increase or reduce the number of Directors (but so that the number shall be not less than the minimum number required by Clause 22.1) and may (subject to the provisions of Clause 24) determine in what rotation the increased or reduced number is to go out of office.

- 22.3 No person shall be eligible for appointment as a Director who is the auditor, or a partner or employer or employee of the auditor, or who is bankrupt, or who has current a composition or arrangement with or an assignment of his estate for the benefit of his creditors, or who is a person whose person or estate is liable to be dealt with in any way under any relevant law relating to mental health.
- 22.4 No person other than a retiring Director shall be eligible for election as a Director at any general meeting unless he or some other Member intending to propose him has, at least 35 Business Days before the meeting or such other period as required, from time to time, by the Listing Rules (unless a shorter period is permitted by the Board), left at the office a notice in writing duly signed by the nominee giving his consent to the nomination and signifying his candidature for the office or the intention of such Member to propose him provided that, in the case of a person recommended by the Directors for election, 10 Business Days' notice only shall be necessary.
- 22.5 Notice of each and every candidate for election to the Board shall be served on the Members at least seven Business Days prior to the date of the meeting at which the election is to take place.
- 22.6 No share qualification shall be required of a Director.
- 22.7 The Directors (other than executive Directors) shall be paid out of the funds of the Company by way of remuneration for their services such fixed sum as may, from time to time, be determined by the Board and such remuneration shall be paid to, or applied for the benefit of, the Directors in such proportions and in such manner as the Directors may determine and in default of such determination, equally.
- 22.8 If any Director, being willing, shall be called upon to perform extra services or to make any special exertions in going from his usual residence or otherwise for any of the purposes of the Company, the Company may remunerate the Director (other than any executive Director) for so doing in such sum (not being a commission on, or percentage of, profits or of operating revenue) as may be determined by the Board and such remuneration may be either in addition to, or in substitution for, his or their remuneration as herein provided.
- 22.9 Executive Directors of the Company shall be remunerated in such manner as the Directors may from time to time determine (not being a commission on, or percentage of, operating revenue).
- 22.10 The remuneration of the Directors shall not be increased except at a general meeting called by a notice specifying the intention to propose the increase, the amount of the increase and the maximum sum that may be paid to the Directors as a whole. The provisions of this Clause do not apply to the salary of an executive Director.

- 22.11 The Directors may also be paid all travelling and other expenses properly incurred by them in attending, participating in and returning from meetings of the Directors, or any committee of the Directors, or general meetings of the Company, or otherwise in connection with the business of the Company.

23. DISQUALIFICATION OF DIRECTORS

- 23.1 The office of Director shall be vacated if the Director -
- 23.1.1 ceases to be a Director pursuant to any provision of the Law;
 - 23.1.2 becomes bankrupt or makes any arrangement or composition with his creditors generally;
 - 23.1.3 becomes prohibited from being a Director by reason of any order made under the Law;
 - 23.1.4 becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under any relevant law relating to mental health;
 - 23.1.5 resigns his office by notice in writing to the Company; or
 - 23.1.6 is removed from office pursuant to this Constitution.
- 23.2 Notwithstanding any rule of law or equity to the contrary but subject always to the provisions of the Law and the Listing Rules -
- 23.2.1 a Director shall not be disqualified by his office from contracting with the Company either as vendor, purchaser or otherwise, or from being employed or acting in any capacity professionally or otherwise by or on behalf of the Company;
 - 23.2.2 no contract made by a Director with the Company and no contract or arrangement entered into by or on behalf of the Company with any company or partnership of, or in which, any Director is a director, Member or otherwise in any way directly or indirectly interested and no contract or arrangement entered into by or on behalf of the Company in which any Director is in any way interested shall be liable to be impeached, affected or avoided by reason of the Director holding his office or of the fiduciary relation thereby established, or by reason of the Director being a party thereto, or otherwise interested therein;
 - 23.2.3 no Director so contracting or being such Director, Member or so interested shall be liable to account to the Company for any profit realised by any such contract or arrangement by reason only of such Director holding his office, or of the fiduciary relation thereby established, or by reason of his interest;

- 23.2.4 subject to the provisions of Clause 23.3 and the Law, a Director (including an alternate Director) may not be present at a meeting of Directors while a matter relating to a contract or arrangement in which the Director has (directly or indirectly) a material personal interest is being considered and may not vote on, or in relation to, the matter;
- 23.2.5 a Director may execute, or attest the affixing of the common seal to, any document relating to a contract or arrangement in which the Director has an interest;
- 23.2.6 a Director may hold any other office or place of profit in the Company in conjunction with his directorship and may be appointed thereto upon such terms as to remuneration, tenure of office and otherwise as may be arranged by the Directors;
- 23.2.7 a Director of the Company may be or become a director of any other companies promoted by the Company and any subsidiary company or company having dealings with the Company and that Director shall not be accountable for any benefits received as a director or member of or holder of any office or place of profit under such company and the Directors may exercise the voting power conferred by the shares in any companies held or owned by the Company in such manner, in all respects, as the Directors think fit (including the exercise thereof in favour of any resolution appointing the Directors, or any of them, to be directors of such companies or voting or providing for the payment of remuneration to directors of such companies) and any such Director of the Company may vote in favour of the exercise of such voting rights in the manner aforesaid notwithstanding that he may be, or be about to be, appointed a director of such other company.
- 23.3 The provisions of Clause 23.2.4 shall not apply to an interest that a Director has as a Member of the Company and in common with the other Members of the Company, nor any contract of insurance merely because the contract insures or would insure that Director as an officer of the Company in accordance with the provisions of Clause 38.1, or as otherwise permitted by the Law.
- 23.4 The Company shall, in accordance with the provisions of the Listing Rules, advise the Exchange without delay (or within such period of time as required, from time to time, by the Listing Rules) of any information concerning Directors' interest, the affairs of the Company including (without limitation) any contract or arrangement involving Directors' interests, and of any other information or matter required by the Listing Rules from time to time, that may be considered to have a material effect on the price or value of the Company's shares.

24. ROTATION OF DIRECTORS

- 24.1 Subject to Clause 26.2 a Director, other than a Managing Director, shall not hold office for more than three years or beyond the third annual general meeting following his appointment (whichever is the longer period) without submitting himself for re-election.
- 24.2 An election of Directors, other than a Managing Director, shall be held in each year.
- 24.3 A retiring Director may act until the conclusion of the meeting at which he retires and is eligible for re-election.
- 24.4 Subject to Section 227(10) of the Law, the Directors to retire by rotation at each annual general meeting are those who have been longest in office and the length of time a Director has been in office shall be computed from his last election.
- 24.5 As between Directors who have been in office an equal length of time the Directors to retire shall, in default of agreement between them, be determined by drawing lots in any manner determined by the Chairperson of Directors or if he is not able and willing to act, by the deputy Chairperson.
- 24.6 For the purpose of ascertaining the number and identity of the Directors to retire by rotation, neither a Director appointed by the Directors nor a Director whose office has become vacant pursuant to Section 228 of the Law shall be taken into account.
- 24.7 The Company may, at a meeting at which the Directors retire by rotation, fill all or any of the vacant places by electing persons thereto and may fill up any other vacancy.

25. TENURE AND REMOVAL OF DIRECTORS

- 25.1 Each Director shall hold office until he resigns or is removed or vacates office as provided in this Constitution.
- 25.2 The holders of not less than 60% of the issued shares that confer the right to vote, by notice in writing, may from time to time -
- 25.2.1 appoint a new Director in place of any Director who vacate office or is removed from office; and
- 25.2.2 appoint additional Directors
- and any Director so appointed shall hold office only until the next following general meeting and shall then be eligible for re-election.
- 25.3 The Directors shall have power, at any time and from time to time, to appoint any person to be a Director either to fill a casual vacancy or as an addition to the existing Directors but so that the total number of Directors shall not at any time exceed the number (if any) fixed in accordance with this Constitution. Any Director so

appointed shall hold office only until the next annual general meeting and shall then be eligible for re-election.

26. MANAGING DIRECTOR

26.1 The Directors may, from time to time, appoint one or more of their body to the office of Managing Director for a period not exceeding five years and on such other terms as they think fit and subject to the terms of any agreement entered into in any particular case, may revoke any such appointment. A Director so appointed shall not, while holding that office, be subject to retirement by rotation or be taken into account in determining the rotation of retirement of Directors but his appointment shall be automatically determined if he ceases, from any cause, to be a Director.

26.2 If there is more than one Managing Director appointed then only one of them shall, while holding office as a Managing Director, be entitled to the exception under Clause 24.1 and such Managing Director shall not, while such exception applies, be taken into account in determining the rotation of retirement of Directors. The Managing Director to whom the exception applies shall -

26.2.1 in the case of Managing Directors appointed on different dates - be the first appointed Managing Director; and

26.2.2 in the case of Managing Directors appointed on the same date - be such Managing Director as determined and nominated by the Board

provided that in any case the exception shall apply as long as the person to whom it applies holds office as a Managing Director and that any determination by the Board in accordance with the provisions of Clause 26.2.2 shall not be exercised so as to enable any Managing Director to infringe or circumvent the requirement to submit himself for re-election under Clause 24.1.

26.3 The Managing Director shall, subject to the terms of any agreement entered into in any particular case, receive such remuneration (whether by way of salary or participation in profits or partly in one way and partly in another) as the Directors may determine.

26.4 The Directors may entrust to and confer upon the Managing Director any of the powers exercisable by them upon such terms and conditions and with such restrictions as they may think fit and either collaterally with, or to the exclusion of, their own powers and may from time to time revoke, withdraw, alter or vary all or any of those powers.

27. ATTORNEYS OF DIRECTORS AND ALTERNATE DIRECTORS

27.1 Subject to the Law, any Director may be represented at meetings of the Directors and otherwise act in the duties of his office by a duly

authorised attorney under power who need not be a Member of the Company.

- 27.2 Every power of attorney authorising an attorney to act for a Director shall be deposited at the office of the Company or such other place and in such manner as may be determined by the Directors, together with such evidence of the due execution thereof as the Directors may require at least one day before the attorney becomes entitled to act under it.
- 27.3 Every attorney so appointed shall cease to be capable of acting if and when the Director who appointed him vacates office as a Director or revokes the appointment.
- 27.4 Every attorney so appointed, so long as his appointment continues, shall be entitled to exercise all the powers and discretion's of the Director who appointed him.
- 27.5 A Director may, subject to the prior approval by a majority of the other Directors, appoint any person (who need not be a Member of the Company) to be an alternate Director in his place and so that -
- 27.5.1 any such appointment shall have effect and such appointee whilst he holds office as an alternate Director, shall be entitled to notice of meetings of the Directors and to attend and vote and otherwise act as a Director in place of his appointor at any meeting at which the appointor is not present but he shall ipso facto vacate office as an alternate Director if and when his appointor vacates office as a Director or removes the appointee from office; and
- 27.5.2 any appointment or removal under this Clause shall be effected by notice in writing under the hand of the Director making the appointment or removal given to the Secretary.
- 27.6 Without limiting the generality of Clauses 22.7 to 22.11 (inclusive) and Clause 38, an alternate Director may be paid expenses and shall be entitled to be indemnified by the Company to the same extent (with such changes as the circumstances require) as if he or she was a Director but shall not be entitled to be remunerated in respect of his or her appointment as an alternate Director except only such proportion (if any) of the remuneration otherwise payable to his or her appointor as such appointor may director by written notice to the Company.

28. POWERS AND DUTIES OF DIRECTORS

- 28.1 The business of the Company shall be managed by the Directors who may exercise all the powers of the Company that are not by the Law or by this Constitution required to be exercised by the Company in general meeting subject nevertheless to any provision of this Constitution and to the provisions of the Law.

- 28.2 Notwithstanding the general powers hereinbefore conferred upon them, the Directors shall not make a significant change (either directly or indirectly) to the nature and scale of its activities except after having disclosed full details to the Exchange in accordance with the requirements of the Listing Rules and the Directors shall not sell or otherwise dispose of the main undertaking of the Company without the approval of the Company in general meeting in accordance with the requirements of the Listing Rules.
- 28.3 Without limiting the generality of the last preceding Clause and the other powers conferred by this Constitution, the Directors may -
- 28.3.1 purchase or otherwise acquire for the Company any property rights or privileges which the Company is authorised to acquire at such price and generally on such terms and conditions as they think fit;
 - 28.3.2 secure the fulfilment of any contracts or agreements entered into by the Company by mortgage or charge of all or any of the property of the Company and its uncalled capital for the time being or in such other manner as they may think fit;
 - 28.3.3 appoint and at their discretion remove or suspend such managers, secretaries, officers, clerks, agents and servants for permanent, temporary or special services as they may, from time to time, think fit and determine their powers and duties and fix their salaries or emoluments and to require security in such instances and to such amount as they think fit;
 - 28.3.4 institute, conduct, defend, compound or abandon any legal proceedings by or against the Company or its officers or otherwise concerning the affairs of the Company and also to compound and allow time for payment or satisfaction of any debts due and of any claims or demands by or against the Company;
 - 28.3.5 refer any claims or demands by or against the Company to arbitration and observe and perform the awards;
 - 28.3.6 make and give receipts, releases and other discharges for money payable to the Company and for the claims and demands of the Company;
 - 28.3.7 determine who shall be entitled to sign on the Company's behalf receipts, acceptances, endorsements, releases, contracts and documents;
 - 28.3.8 from time to time, by power of attorney appoint any company firm or person or body of persons, whether nominated directly or indirectly by the Directors, to be the attorney or attorneys of the Company for such purposes and with such powers authorities and discretions (not exceeding those vested in or exercisable by the Directors

under this Constitution) and for such period and subject to such conditions as they may think fit and any such powers of attorney may contain such provisions for the protection and convenience of persons dealing with any such attorney as the Directors may think fit and may also authorise any such attorney to delegate or sub-delegate all or any of the powers authorities and discretions vested in him;

- 28.3.9 from time to time, provide for the management of the affairs of the Company in any place or country outside Australia in such manner as they think fit and in particular to appoint any persons to be the attorneys or agents of the Company with such powers (including power to sub-delegate) and upon such terms as the Directors think fit;
- 28.3.10 invest and deal with any of the moneys of the Company not immediately required for its purposes upon such securities (not being shares in the Company) and in such manner as they may think fit and from time to time, vary or realise such investments;
- 28.3.11 give to any person employed by the Company (excluding Directors) a commission on the profits of any particular business or transaction or a share in the general profits of the Company and such commission or share of profits shall be treated as part of the working expenses of the Company;
- 28.3.12 pay out of the moneys of the Company for the time being all expenses involved in the formation and registration of the Company and the vesting in the Company of assets acquired by the Company;
- 28.3.13 enter into all such negotiations and contracts and rescind and vary all such contracts and execute and do all such acts deeds and things in the name and on behalf of the Company as they may consider expedient for or in relation to any of the matters aforesaid or otherwise for the purposes of the Company; and
- 28.3.14 lend money to the Company at interest with or without security, or may for a commission or profit, guarantee the repayment of any money borrowed by the Company and underwrite or guarantee the subscription of shares or securities of this or any company in which the Company may be interested without being disqualified in respect of their or his office and without being liable to account to the Company for any such commission or profit.

28.4 The Directors may from time to time at their discretion raise or borrow any sum or sums of money for the purpose of the Company.

- 28.5 The Directors may raise, borrow or secure the payment or repayment of such moneys or any debts or liabilities arising out of contracts or obligations undertaken or incurred by the Company and/or interest payable in respect of any of them in such manner, by such means and upon such terms and conditions in all respects as they think fit and in particular and without prejudice to the generality of the foregoing by the issue or re-issue of bonds, debentures or debenture stock, notes or unsecured notes or any mortgage charge or other security charged upon all or any part of the property of the Company (both present and future) including its uncalled and unpaid capital for the time being and may give or accept guarantees or indemnities.
- 28.6 The Directors may, for the purpose of securing the payment or repayment of any debentures bonds or other securities or any money borrowed or payable under any contract, guarantee or indemnity or otherwise and/or interest payable in respect of any of them, make and carry into effect any arrangement which they may deem expedient by assigning or conveying any property of the Company (including uncalled capital) to trustees.
- 28.7 Any bond, debenture stock or other security created by the Company may so be framed that the same shall be assignable free from all equities between the Company and the original or any intermediate holders.
- 28.8 Any bonds, debentures or other securities may be issued at a discount premium or otherwise (with or without the right to the holders thereof to exchange the same, in whole or part, for shares) and with any special privileges as to redemption, issue of shares, attending and voting at general meetings, appointment of Directors and otherwise and generally with such rights and upon such conditions and with such options in all respects as the Directors shall think fit.
- 28.9 If any uncalled capital of the Company is included in or charged by any debenture, mortgage or other security the Directors may by instrument authorise the person in whose favour such debenture, mortgage or security is executed or any other person in trust for him to make calls on the Members in respect of such uncalled capital and to sue in the name of the Company or otherwise for the recovery of moneys becoming due in respect of calls so made and to give valid receipts for such moneys and such authority shall subsist during the continuance of the debenture, mortgage or security notwithstanding any change in the Directors and shall be assignable if so expressed.
- 28.10 The Directors shall cause a proper register to be kept, in accordance with the Law, of all mortgages and charges affecting specific property of the Company and of all floating charges on the undertaking or any property of the Company and with regard thereto shall duly comply with the requirements of the Law in respect to registration and other matters specified therein.

- 28.11 If the Directors, or any of them, or any other person shall become personally liable for the payment of any sum primarily due from the Company, the Directors may execute or cause to be executed any mortgage, charge or security over or affecting the whole or any part of the assets of the Company to indemnify the Directors or person so becoming liable as aforesaid against any loss in respect of such liability.

29. PROCEEDINGS OF DIRECTORS

- 29.1 The Directors may meet together to adjourn and otherwise regulate their meetings as they think fit using any technology consented to from time to time by all the Directors.
- 29.2 Questions arising at any meeting shall be decided by a majority of votes cast by Directors entitled to vote.
- 29.3 In the case of an equality of votes, the Chairperson shall not have a second or casting vote.
- 29.4 A Director may and the Secretary on the requisition of a Director, shall at any time call a meeting of the Directors.
- 29.5 The quorum necessary for the transaction of the business of the Directors may be fixed by the Directors and unless so fixed shall be two, being Directors who are entitled to attend and vote.
- 29.6 The continuing Directors or Director may act notwithstanding any vacancy in their body but if and so long as their number is reduced below the number fixed pursuant to this Constitution as the minimum number of Directors, the continuing Directors or Director may act in the event of an emergency or for the purpose of calling a general meeting of the Company but for no other purpose.
- 29.7 The Directors may elect a Chairperson of their meetings and determine the period for which he is to hold office but if no Chairperson is elected or, if at any meeting the Chairperson is not present within 15 minutes after the time appointed for holding the meeting or declines to act, the Directors present may choose one of their number to chair the meeting.
- 29.8 The Directors may delegate any of their powers to a committee of the Directors. Any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that are imposed on that committee by the Directors.
- 29.9 A committee may elect a Chairperson of its meetings but if no Chairperson is elected or, if at any meeting the Chairperson is not present within 15 minutes after the time appointed for holding the meeting or declines to act, the members of that committee present may choose one of their number to chair the meeting.
- 29.10 A committee may meet and adjourn as it thinks proper. Questions arising at any meeting shall be determined by a majority of votes of

the members of such committee present and the Chairperson shall have a deliberative but not a second or casting vote.

- 29.11 The Directors may delegate any of their powers to one of their number who shall in the exercise of the powers so delegated, conform to any regulations which may be imposed upon him by the Directors and receive such remuneration as the Directors may determine.
- 29.12 All acts done by any meeting of the Directors, or of a committee of Directors, or by any person acting as a Director, shall notwithstanding that it is afterwards discovered that there was some defect in the appointment of any Director or person so acting, or that they or any of them were disqualified, be as valid as if every Director or other person had been duly appointed and was qualified to be a Director.
- 29.13 A resolution in writing signed by all the Directors for the time being entitled to receive notice of a meeting of the Directors and to attend and vote at meetings of Directors shall be as valid and effectual as if it had been passed at a meeting of the Directors duly convened and held.
- 29.14 Any resolution passed in accordance with the provisions of Clause 29.13 may consist of identical copies of the document recording the resolution and accompanying information, each signed by one or more Directors.
- 29.15 For the purpose of this Constitution, the contemporaneous linking together by telephone or by such other method of audio or audio visual communication system, of a number of the Directors not less than the quorum specified in Clause 29.5 hereof whether or not any one or more of the Directors is out of Australia shall constitute a meeting of the Directors and all the provisions in this Constitution as to meetings of the Directors shall apply to such meetings subject to the following conditions namely -
- 29.15.1 all the Directors for the time being entitled to receive notice of a meeting of the Directors shall be entitled to notice of a meeting by telephone or by such other method of audio or audio visual communication system and to be linked by telephone or such other audio or audio visual communication system for the purposes of such meeting;
- 29.15.2 each of the Directors taking part in the meeting by telephone must be able to hear each of the other Directors taking part at the commencement of the meeting; and
- 29.15.3 at the commencement of the meeting each Director must acknowledge his presence for the purpose of a meeting of the Directors of the Company to all other Directors taking part.

- 29.16 A notice of a meeting of Directors may be given by telephone or such other method of audio or audio visual communication system as the Directors may from time to time determine or as provided in Clause 36.
- 29.17 A Director may not leave the meeting by disconnecting his telephone or such other audio or audio visual communication system unless he has previously obtained the express consent of the Chairperson of the meeting and a Director shall be conclusively presumed to have been present and to have formed part of the quorum at all times during the meeting unless he has previously obtained the express consent of the Chairperson to leave the meeting as aforesaid.
- 29.18 A minute of the proceedings at such meeting by telephone or such other method of audio or audio visual communication system shall be sufficient evidence of such proceedings and of the observance of all necessary formalities if certified to be a correct minute by the Chairperson of the meeting.

30. SECRETARY

One or more Secretaries shall, in accordance with the Law, be appointed by the Directors for such term at such remuneration and upon such conditions as they may think fit and any Secretary so appointed may be removed by them.

31. MINUTES

- 31.1 The Directors shall cause minutes to be made -
- 31.1.1 of all appointments of officers;
 - 31.1.2 of the names of the Directors present at each meeting of the Directors and of any committee of the Directors;
 - 31.1.3 of all resolutions and proceedings at all meetings of Members of the Company and of the Directors and of committees of Directors and of all resolutions determined on without meetings; and
 - 31.1.4 of all other matters required by the Law.
- 31.2 Except in the case of documents deemed to constitute minutes in accordance with the provisions of the Law and resolutions signed in accordance with the provisions of Clauses 16.9 and 29.13, all minutes shall be signed by the Chairperson of the meeting at which the proceedings were held or by the Chairperson of any succeeding meeting.

32. SEAL AND EXECUTION OF DOCUMENTS

- 32.1 The Company may have a common seal.
- 32.2 If the Company has a common seal, the Directors shall provide for the safe custody of the common seal of the Company (and if they think fit of a share seal which is hereby authorized in accordance with the Law) which shall only be used with the authority of the Directors and every instrument to which the common seal is affixed shall be signed by at least one Director and shall be countersigned by the Secretary or another Director or by some other person or persons appointed by the Directors to attest the affixing of the common seal.
- 32.3 All documents which of legal necessity need not be under common seal and which the Company is capable in law of entering into shall be legally binding on the Company if signed in the same manner as is prescribed in Clause 32.2 or as otherwise provided by the Law.
- 32.4 The Company may have a duplicate common seal which shall be a copy of the common seal with the addition on its face of the words "duplicate seal" or "share seal" or "certificate seal" and a certificate for shares issued under such seal if affixed in the same manner as is prescribed in Clause 32.1 shall be deemed for all purposes to be sealed with the common seal.
- 32.5 The Directors may, by resolution, determine either generally or in any particular case where the common seal or duplicate common seal is to be affixed to any instrument, that the signature of any Director or the Secretary or any other person may be affixed by some mechanical or other means (other than autographic) specified in such resolution.
- 32.6 The Company may have for use in any place outside the State or Territory where the common seal is kept one or more duplicate common seals each of which shall be a copy of the common seal with the addition on its face of the name of every place where it is to be used.
- 32.7 The Company may by writing, whether under common seal or not, authorise any person appointed for the purpose in any such place to affix the duplicate common seal to any deed or other instrument to which the Company is a party in that place.
- 32.8 The authority of any such person shall, as between the Company and any person dealing with him, continue during the period (if any) mentioned in the instrument conferring the authority or if no period is therein mentioned, then until notice of the revocation or determination of the authority has been given to any person dealing with him.
- 32.9 The person affixing any such duplicate common seal shall by writing under his hand certify on the deed or other instrument to which the duplicate common seal is affixed the date on which and the place at which it is affixed.

- 32.10 A deed or other instrument to which the official seal is duly affixed shall bind the Company as if it had been sealed with the common seal and any share certificate so sealed shall be deemed to have been sealed with the common seal.
- 32.11 All cheques, bills of exchange, promissory notes or other negotiable instruments shall be signed, drawn, made, accepted or endorsed (as the case may be) for and on behalf of the Company in such manner and by such person or persons as the Directors may from time to time determine.
- 32.12 The Directors shall have power to determine whether or not printed or facsimile signatures may be used on instruments referred to in Clause 32.11.

33. DIVIDENDS

- 33.1 Subject to this Constitution, the Law and the terms of issue of shares, the Board may:
- 33.1.1 resolve to pay any Dividend it thinks appropriate;
 - 33.1.2 fix the time and method for payment; and
 - 33.1.3 determine that a Dividend is payable to the holders of one class of shares to the exclusion of any other class.
- 33.2 The Board may amend or revoke a resolution made under clause 33.1 at any time before the date fixed for payment.
- 33.3 A Dividend may only be paid in accordance with the Law.
- 33.4 In the event of a breach of the Listing Rules relating to Restricted Securities or a breach of a restriction agreement entered into by the Company under the Listing Rules in relation to shares or securities which are classified under the Listing Rules or by the Exchange as Restricted Securities, the Member holding such shares shall cease to be entitled to any Dividends in respect of such shares for so long as the breach subsists.
- 33.5 Dividends will be paid according to the amounts paid up (excluding amounts credited as paid up) on the shares in respect of which the Dividend is being paid. In determining this:
- 33.5.1 an amount paid in advance of calls is not taken as paid on a share; and
 - 33.5.2 if an amount was paid on a share during the period to which the Dividend relates, the Board may resolve that only the relevant portion of that amount counts as part of the amount paid on the share.
- 33.6 The Directors may retain the Dividends payable upon shares in respect of which any person is under Clause 14.3 entitled to be

registered as a Member of which any person under that Clause is entitled to transfer, until any such person shall become a Member in respect of such shares or shall duly transfer the same.

- 33.7 Subject to the provisions of the Listing Rules, or the SCH Business Rules, a transfer of shares shall not pass the right to any Dividend declared on such shares unless the transfer is lodged for registration on or before the date fixed by the Directors as the record date in respect of the Dividend or if a date is not so fixed, the date the Dividend is declared.
- 33.8 Any one of the several persons who are registered as the joint holders of any share may give effectual receipts for all Dividends and payments on account of Dividends in respect of that share.
- 33.9 All Dividends unclaimed for one year after having been declared may be invested or otherwise made use of by the Directors for the benefit of the Company until duly claimed or until the said moneys become payable to some official under any law relating to unclaimed moneys.
- 33.10 Any Dividend may, unless otherwise directed by a Member, be paid by automatic payment to any bank account nominated in writing for that purpose by a Member or person entitled or by cheque or warrant sent through the post to the registered address of a Member or person entitled or, in the case of joint holders, to the bank account nominated by or the registered address of that one whose name stands first in the Register in respect of the joint holding. The Company shall not be liable for any loss arising from any mode of payment referred to in this Clause.
- 33.11 Any general meeting declaring a Dividend may make a call on the Members of such amount as the meeting fixes but so that the call on each Member shall not exceed the Dividend payable to him and so that the call be made payable at the same time as the Dividend and that the Dividend may be set off against the call. The making of a call under this Clause shall be deemed ordinary business of an annual general meeting which declares a Dividend.
- 33.12 The Directors may, from time to time, in respect of any Dividend or any part of a Dividend, direct that the payment be effected wholly or in part by the distribution to the persons entitled thereto of specific assets or documents of title and, without limiting the generality of the foregoing -
- 33.12.1 paid up ordinary shares, debentures or debenture stock in or of the Company; or
- 33.12.2 paid up ordinary shares, debentures or debenture stock in or of any other company; or
- 33.12.3 any combination of the above

and any disputes or other difficulties which may arise in relation to such distribution shall be settled in such manner as the Directors

may determine and (without limiting the rights granted to the Directors in respect of such disputes or differences) the Directors may make such determinations as may be necessary in order to adjust the rights for Members and to make provision for the case of fractions and shall be entitled to fix the value for distribution of any such specific assets aforesaid or of any part thereof and shall, likewise, be entitled to determine that cash payments shall be made to any Member or Members and shall be entitled to vest any specific assets of the Company in trustees upon trust for all or some of the Members entitled to the Dividend (as the case may be).

33.13 The Directors may, subject to the Law and the Listing Rules, establish and maintain one or more plans (each "a Plan") whereby -

33.13.1 some or all of the Members may elect in terms of one or more of the following for a period or periods as provided in the Plan -

33.13.1.1 that Dividends paid in respect of some or all of the shares from time to time held by the Member shall be satisfied by the issue of fully paid shares of the same class as such shares so held; or

33.13.1.2 that Dividends shall not, to the extent provided in the Plan, be declared or paid in respect of some or all of the shares from time to time held by the Members but that the Member will receive an issue of fully paid shares of the same class as the shares so held in accordance with the Plan; or

33.13.1.3 if elections in terms of Clause 33.13.1.1 and Clause 33.13.1.2 are available under the Plans, in terms of Clause 33.13.1.1 as to some of the shares from time to time held by the Member and in terms of Clause 33.13.1.2 as to the others of them; or

33.13.2 certain employees of the Company or employees of a related body corporate or associated company or entity may acquire shares or options to acquire shares.

33.14 For the purposes of Clause 33.13, the Directors may (subject to the Listing Rules) in their absolute discretion -

33.14.1 prescribe the terms and conditions of the Plan, including any rules in relation thereto;

33.14.2 from time to time vary the terms and conditions of the Plan and any agreement between the Company and a Member relating to the Plan;

33.14.3 determine whether a Member shall be permitted to participate in the Plan or shall cease to participate in the Plan; and

33.14.4 terminate or suspend the Plan,

and a Member who participates in the Plan shall be bound by the terms and conditions of the Plan as prescribed and as varied from time to time.

33.15 Any Plan established and maintained under the provisions of Clauses 33.13 and 33.14 shall have effect in accordance with its terms and the Directors will do (and will have authority under Clauses 33.13 and 33.14 to do) all things necessary and convenient for the purposes of implementing the Plan, including (but without limitation) the issue of shares and of necessary appropriation, capitalisation, application, payment and distribution of funds which may lawfully be appropriated, capitalised, applied, paid or distributed for the purposes of the issue.

34. RESERVES AND PROVISIONS

34.1 The Directors may set aside reserves out of the profits of the Company or out of other amounts available for distribution to Members as permitted by law as they think proper which shall, at the discretion of the Directors, be applicable for any purpose to which the profits of the Company or other amounts available for distribution to Members may be properly applied and, pending any such application, may at the like discretion either be employed in the business of the Company or be invested in such investments (other than shares of the Company) as the Directors may from time to time think fit.

34.2 The Directors may, without placing the same to reserve, carry forward any amount which they may think prudent not to divide.

34.3 The Directors may, subject to the Listing Rules and the Law, resolve to capitalise profits, reserves or other amounts available for distribution to Members. The Directors may, but need not, resolve to apply the sum capitalised in any of the ways set out in clause 34.4 for the benefit of Members in the proportions to which those Members would have been entitled in a distribution of that sum by way of Dividend.

34.4 For the purposes of Clause 34.1 –

34.4.1 the resolution may declare that all or any part of the capitalised fund shall be applied in paying up in part or in full shares or debentures of the Company and that such application shall be accepted by the Members entitled to share in the distribution in part or in full satisfaction of their interests in the capitalised sum;

34.4.2 when any such resolution has been passed the Directors may issue a sufficient number of shares or may issue a sufficient amount of debentures to the Members entitled to share in the distribution in satisfaction of their respective interests in the capitalised sum and as nearly as may be in proportion to the amounts paid up on the shares of the relevant class or classes held by them; and

34.4.3 prior to such issue the Directors may authorize any person on behalf of the holders of the shares to whom a distribution is to be made to enter into any agreement with the Company for the issue to them of shares to be credited as fully paid up or partly paid up and in satisfaction of the bonus or for the issue to them of debentures in satisfaction of the bonus and any agreement made under such authority shall be effective.

34.5 The Directors may do all things necessary to give effect to a resolution under clause 34.3 and deal with any difficulties as they think expedient.

34.6 For the purpose of Clause 33 and this Clause 34 the Directors may, with the approval of the Member concerned or pursuant to the terms of issue of any shares held by such Member, determine to pay any amount payable to such Member in the currency of another country and the Directors may fix a date for payment at which date the relevant exchange rate will be determined.

35. ACCOUNTS

35.1 The Directors shall keep or cause to be kept proper books of account and shall distribute copies of financial reports as required by the Law and the Listing Rules and shall, from time to time, determine whether and to what extent and at what times and places and under what conditions or regulations the records, accounts and books of the Company, or any of them, shall be open to the inspection of Members not being Directors and no Member (not being a Director) shall have any right of inspecting any record, account, book or paper of the Company except as conferred by statute or authorized by the Directors or by the Company in general meeting.

35.2 The Directors must cause the accounts of the Company to be audited in accordance with the requirements of the Law and the Listing Rules.

36. NOTICES

36.1 A notice may be given by the Company to any Member –

36.1.1 personally; or

- 36.1.2 by sending it by post to him at his registered address or to the address (if any) supplied by him to the Company for the giving of notices to him; or
 - 36.1.3 by sending it to the fax number or electronic address (if any) nominated by the Member; or
 - 36.1.4 in the case of an overseas Member, by air mail or to the fax number nominated by that Member or such other manner as will ensure expeditious receipt by that Member; or
 - 36.1.5 by any other means determined by the Directors in accordance with the provisions of Clause 36.3.
- 36.2 Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing prepaying and posting a letter containing the notice and to have been effected, in the case of a notice of a meeting, on the day after the date of its posting and in any other case, at the time at which the letter would be delivered in the ordinary course of post. A notice of meeting sent by fax or other electronic means is taken to be given on the business day after it is sent.
- 36.3 Notwithstanding the provisions of Clause 36.1, if the Directors shall so determine, a notice may be given by any other means as shall ensure expeditious receipt of the notice and service of the notice shall be deemed to be effected if the mode of service of the notice is properly addressed and paid for and lodged for delivery or transmission with a competent authority or body and to have been effected at the time at which in the ordinary course that mode of service of the notice would be delivered.
- 36.4 A notice may be given by the Company to the joint holders of a share by giving the notice to the joint holder first named in the Register in respect of the share.
- 36.5 A notice may be given by the Company to the persons entitled to a share in consequence of the death or bankruptcy of a Member by sending it through the post in a prepaid letter addressed to them by name or by the title of representatives of the deceased or assignee of the bankrupt or by any like description at the address if any supplied for the purpose by the persons claiming to be so entitled or (until such an address has been so supplied) by giving the notice in any manner in which the same might have been given if the death or bankruptcy had not occurred.
- 36.6 Notice of every general meeting shall be given in any manner hereinbefore authorized to —
- 36.6.1 every Member except those Members who have not supplied to the Company an address for the giving of notices to them;

- 36.6.2 every person entitled to a share in consequence of the death or bankruptcy of a Member who but for his death or bankruptcy would be entitled to receive notice of the meeting;
 - 36.6.3 the auditor for the time being of the Company;
 - 36.6.4 the Exchange; and
 - 36.6.5 such other persons as required by the Law.
- 36.7 No person other than as referred to in Clause 36.6 shall be entitled to receive notices of general meetings.

37. WINDING UP

- 37.1 If the Company is wound up and the assets available for distribution among the Members be insufficient to repay the whole of the paid up capital such assets shall be distributed so that, as nearly as may be, the losses shall be borne by the Members in proportion to the capital paid up or which ought to have been paid up at the commencement of the winding up on the shares held by them respectively and if in a winding up, the assets available for distribution among the Members are more than sufficient to repay the whole of the capital paid up at the commencement of the winding up, the excess shall be distributed amongst the Members in proportion to the capital at the commencement of the winding up paid up or which ought to have been paid up on the shares held by them respectively but this Clause shall not add to or detract from the rights of the holders of shares issued upon special terms and conditions.
- 37.2 On the sale of the Company's main undertaking or on the voluntary liquidation of the Company, no fee or commission shall be paid to any Director or liquidator unless it shall have been ratified by the Members in general meeting. Written notification of the amount of such proposed payments shall be given to all Members at least 14 days prior to the meeting at which any such payment is to be considered.
- 37.3 If the Company is wound up, whether voluntarily or otherwise, the liquidator may with the sanction of a special resolution divide among the contributories in specie or in kind any part of the assets of the Company and may with the like sanction vest any part of the assets of the Company in trustees upon such trusts for the benefit of the contributories or any of them as the liquidator with the like sanction thinks fit.
- 37.4 If thought expedient any such division may be otherwise than in accordance with the legal rights of the contributories and, in particular, any class may be given preferential or special rights or may be excluded altogether or in part but in the event of a determination otherwise than in accordance with the legal rights of the contributories any contributory who would be prejudiced thereby

shall have a right to dissent and ancillary rights as if such determination were a special resolution passed pursuant to Section 507 of the Law.

- 37.5 In case any shares to be divided as aforesaid involve a liability to calls or otherwise any person entitled under such division to any of the said shares may within 10 days after the passing of the special resolution by notice in writing direct the liquidator to sell his proportion and pay him the net proceeds and if practicable the liquidator shall act accordingly.

38. INDEMNITY AND INSURANCE

- 38.1 Subject to the Law every person who is or has been an officer of the Company shall be entitled to be fully indemnified, to the full extent permissible by law, out of the property of the Company against all losses or liabilities to another person which any one of them has or may sustain or incur as such an officer of the Company or of a related body corporate in the proper performance of their duties at law or pursuant to the Constitution including, but not limited to, any liability for negligence or for reasonable costs and expenses incurred -

- 38.1.1 in defending proceedings, whether civil or criminal, in which either judgment is given in favour of the person or in which the person is acquitted or there is a non suit of the trial, or the proceeding is otherwise discontinued, dismissed or stayed or withdrawn before judgment; or
- 38.1.2 in connection with an application in relation to such proceedings in which the Court grants relief to the person under the Law; or
- 38.1.3 in connection with any administrative proceedings relating to the person's position with the Company, except proceedings which give rise to civil or criminal prosecutions against that person in which judgment is not given in that person's favour or in which that person is not acquitted or which arise out of conduct involving a lack of good faith.

- 38.2 Every person who is or has been an officer of the Company is indemnified, to the maximum extent permitted by law, out of the property of the Company against any liability to another person (other than the Company or related body corporate) as such an officer unless the liability arises out of conduct involving a lack of good faith. This indemnity does not apply to a liability incurred before 15 April 1994.

- 38.3 Subject to the Law, each officer is entitled to enforce against the Company the indemnity conferred by Clauses 38.1 and 38.2 for a period of seven (7) years after the officer ceases for any reason (including but not limited to death or disability but excluding removal from office because of conduct involving lack of good faith) to be an

officer of the Company as if at all times during that period the officer was an eligible officer of the Company within the meaning of the Law (whether or not that is in fact the case).

38.4 The Company may pay a premium for a contract insuring a person who is or has been an officer of the Company and its related bodies corporate against -

38.4.1 any liability incurred by that person as such an officer which does not arise out of conduct involving a wilful breach of duty in relation to the Company or a contravention of sections 232(5) or (6) of the Law; and

38.4.2 any liability for costs and expenses incurred by that person in defending proceedings relating to that person's position with the Company, whether civil or criminal, and whatever their outcome.

39. DEADLOCK

39.1 In the event of an equality of votes for and against any resolution proposed or submitted at any meeting of the Directors that resolution shall be put to a meeting of the Company called and held for that purpose.

39.2 In the event of an equality of votes for and against any resolution proposed or submitted at any meeting of Members of the Company, then that that resolution or the question to be determined thereby, whether it be or concern an issue of law or fact or policy or management of the Company or any other matter or question concerning the affairs of the Company, shall be submitted to the arbitration of two arbitrators (one of whom shall be nominated by the Members voting for the resolution and one by the Members voting against the resolution) and their umpire, if the arbitrators shall not be able to agree upon an award and any such reference, shall be subject to the provisions of the Commercial Arbitration Act (1984).

39.3 On the making of an award, each of the Members and Directors of the Company shall (so far as he may legally do so) give effect to the award of the arbitrators or their umpire (as the case may be).

40. AUSTRALIAN STOCK EXCHANGE LIMITED

40.1 Notwithstanding anything contained in this Constitution, if the Listing Rules prohibit an act being done, the act shall not be done.

40.2 Nothing contained in this Constitution prevents an act being done that the Listing Rules require to be done.

40.3 If the Listing Rules require an act to be done or not to be done, authority is given for that act to be done or not to be done (as the case may be).

- 40.4 If the Listing Rules require this Constitution to contain a provision and it does not contain such provision, this Constitution is deemed to contain that provision.
- 40.5 If the Listing Rules require this Constitution not to contain a provision and it contains such a provision, that provision is deemed not to apply to the Company.
- 40.6 If any provision of this Constitution is or becomes inconsistent with the Listing Rules, this Constitution is deemed not to contain that provision to the extent of the inconsistency.