

# **CORPORATIONS LAW**

## **CONSTITUTION**

### **OF**

## **ANGAS SECURITIES LTD**

### **APPLICATION OF REPLACEABLE RULES**

- 1 The replaceable rules contained in the Corporations Law shall apply to the Company to the extent that the same are mandatory and otherwise shall only apply to the Company to the extent that they are not inconsistent with this Constitution.

### **NAME**

- 2 The name of the Company is Angas Securities Ltd

### **OBJECTIVES**

- 3
- 3.1 The objectives of the Company are:-
- 3.1.1 To establish and conduct the business of financier by raising funds from private and institutional investors through the issue of debentures and then advancing those funds to borrowers who meet the company's lending criteria and who can provide adequate security.
- 3.1.2 When appropriate, to make application for admission to the official list of the Australian Stock Exchange and have its shares quoted on the Australian Stock Exchange.
- 3.2 Subject to the Corporations Law the Company has, both within and outside the State of South Australia, the legal capacity of a natural person and, without limiting the generality of the foregoing, has, both within and outside the State of South Australia, power to:-
- 3.2.1 issue and allot fully or partly paid shares in the Company;
- 3.2.2 issue debentures of the Company;
- 3.2.3 distribute any of the property of the Company among the members, in kind or otherwise;
- 3.2.4 give security by charging uncalled capital;
- 3.2.5 grant a floating charge on property of the Company;
- 3.2.6 procure the Company to be registered or recognised as a

body corporate in any place outside the State of South Australia; and

3.2.7 do any other act that it is authorised to do by any other law.

3.3 The liability of members is limited to the amount (if any) unpaid on the shares respectively held by them.

4

**DEFINITIONS AND INTERPRETATION**

4.1 In this Constitution, unless the context otherwise requires, the following terms have the following meanings:

**'ASIC'** means Australian Securities and Investment Commission.

**'Associate'** has the meaning given to that term in sections 12-17 (inclusive) of the Law;

**'Auditor'** means the registered company auditor appointed by the Company for auditing its accounts;

**'Board'** means the board of Directors, and includes any committee of that Board;

**'Business'** means the business of a financier;

**'Business day'** means any day other than a Saturday, Sunday, bank holiday or public holiday in South Australia;

**'Chairman'** means the chairman of the Board from time to time appointed under this Constitution;

**'Change in control'** of a Shareholder means the acquisition by any person or corporation (other than a then existing shareholder of a Shareholder or unitholder of a trust of which the trustee), either alone or together with any Associate of that person or corporation, of:

(a) a relevant interest in more than 50% of the issued voting capital of the shareholder; or

(b) where the shareholder is the trustee of a unit trust, a relevant interest in more than 50% of the issued units in that trust;

except where the acquirer is an existing shareholder of Shareholder or unitholder of a trust which the Shareholder is a trustee.

**'Chief executive officer'** means the chief executive officer from time to time of the Company;

**'Director'** means a director for the time being of the Company;

**'Encumber'** means to mortgage, pledge, charge, assign as security or otherwise encumber;

**'Event of default'** means an event specified in clause 20.2;

**'Interest Rate'** means the rate charge by the Company's bankers from time to time on overdrafts in excess of \$100,000.00 plus two percent;

**'Law'** means the Corporations Law in force throughout Australia as set out in s 82 of the Corporations Act, 1989;

**'Month'** means calendar month;

**'Office'** means the registered office from time to time of the Company;

**'Related Body Corporate'** has the meaning given to that term in section 50 of the Law;

**'Respective Proportion'** means, in respect of a Shareholder, the proportion that the number of Shares held by that Shareholder at any time bears to the total number of Shares at that time;

**'Shares'** means the fully paid ordinary shares in the capital of the Company;

**'Simple Majority'** means a majority that together holds not less than 51 % of the total voting rights of all Directors or Shareholders, as the case may be, present and entitled to vote at a meeting of Directors or Shareholders, as the case may be;

**'Special Majority'** means the majority that together holds not less than 75 % of the total voting rights of all Directors or Shareholders, as the case may be, present and entitled to vote at the meeting of Directors or Shareholders as the case may be;

**'Subscription Monies'** means monies paid or payable by a Shareholder to the Company to subscribe for Shares;

**'Transfer'** means to sell, assign, transfer, convey or otherwise dispose of.

4.2 In this Deed except to the extent that the context otherwise specifies:

4.2.1 any term defined in the statement of the names and descriptions of the Shareholders has the meaning there defined;

4.2.2 reference to any legislation or any provision of any legislation includes any modification or re-enactment of the

legislation or any legislative provision substituted for, and all legislation and statutory instruments and regulations issued under, the legislation;

- 4.2.3 words denoting the singular include the plural and vice versa;
- 4.2.4 words denoting individuals or persons include bodies corporate and trusts and vice versa;
- 4.2.5 words denoting any gender include any all genders;
- 4.2.6 headings are for convenience only and do not affect interpretation;
- 4.2.7 reference to a clause, paragraph or schedule is a reference to a reference to a clause, paragraph or schedule of this Constitution;
- 4.2.8 reference to any document or agreement includes reference to that document or agreement as amended, notated, supplemented, varied or replaced from time to time;
- 4.2.9 where any word or phrase is given a defined meaning in this Constitution any part of speech or other grammatical form of that word or phrase has a corresponding meaning;
- 4.2.10 reference to an amount of money is a reference to the amount in the lawful currency of the Commonwealth of Australia;
- 4.2.11 reference to a time and date in connection with the performance of an obligation by a Shareholder is a reference to the time and date in Adelaide, South Australia, even if the obligation is to be performed elsewhere; and
- 4.2.12 reference to the rights, duties, obligations and liabilities of more than one shareholder will in every case be a reference to rights, duties, obligations and liabilities that are several and not joint or joint and several;
- 4.2.13 reference to the Company includes where the context permits a Related Body Corporate of the Company.

#### **ACTIONS AUTHORISED UNDER THE LAW**

- 5 Where the Law authorises or permits a company to do any matter or thing if so authorised by its Constitution, the Company is and is taken by this Rule to be authorised or permitted to do that matter or thing, despite any other provision of these Rules.

## **SHARE ISSUES**

- 6      6.1      Without prejudice to any special rights previously conferred on the holders of any existing shares or class of shares but subject to the Law any shares may be issued by the Board in such manner as it thinks fit.
- 6.2      The Board may attach to any shares such preferred, deferred or other special rights, restrictions or exclusions whether in respect of dividend, voting, return of capital, classification or otherwise as they think fit.
- 6.3      The Board may give to any person an option to subscribe for any shares for such time and for such consideration as the Board determines.
- 6.4      Except so far as otherwise provided by the conditions of issue or by these Rules any capital raised by the creation and issue of new shares shall be considered part of the original capital and shall be subject to these Rules.

## **PREFERENCE SHARES**

- 7      Preference Shares shall confer:-
- 7.1      the right to a fixed cumulative preferential dividend at the Ordinary Rate per annum on the capital for the time being paid up on such shares; and
- 7.2      the right in a winding up to payment of capital (and arrears of dividend whether declared or undeclared up to the commencement of a winding up) in priority to all other shares but shall not confer any further right to participate in assets and profits; and
- 7.3      the same rights as ordinary shareholders as regards receiving notices, reports and accounts and attending General Meetings; and
- 7.4      the right to vote, either in person or by proxy or Representative, at any General Meeting during any period in which a dividend (or part of a dividend) in respect of the preference shares is in arrears, or upon a proposal to reduce the capital, or upon a proposal that affects rights attached to the preference share, or upon a proposal to wind up the Company, or upon a proposal for the disposal of the whole of the property business and undertaking of the Company or during the winding up of the Company.

## **REDEMPTION OF PREFERENCE SHARES**

- 8      8.1      Subject to the Law, any preference share may with the sanction of an ordinary resolution passed at a General Meeting be issued on the terms that it is liable to be redeemed out of profits or out of the proceeds of a fresh issue of shares and the Board may subject to the Law and these Rules exercise such power upon such terms and in such manner as the

Board thinks fit.

- 8.2 Subject to the Law, the Company shall be entitled on or at any time after the expiration of 2 years from issue to redeem the whole or any part of the redeemable preference shares for the time being issued and outstanding at their issue price together with a sum equal to the fixed dividend up to the due date for redemption upon giving to the holders of the shares to be redeemed not less than 3 months' notice in writing of the Company's intention to redeem.
- 8.3 In the event of the Company deciding to redeem part only of such shares the particular shares to be redeemed shall be determined by drawing of lots which the Board shall cause to be made by one of the Company's officers in such manner and at such time or times as the Board shall determine.

### **TRUSTS NOT RECOGNISED**

- 9 9.1 Except as required by law the Company shall not recognise a person as holding a share upon any trust.
- 9.2 Notwithstanding the receipt of any notice in relation to any interest or right of any nature, the Company is not bound or compelled in any way to recognise any equitable, contingent, future or partial interest in any share or unit of a share, or (except as otherwise provided by these Rules or by law) any other right in respect of a share except an absolute right of ownership in the registered holder.

### **MODIFICATION OF RIGHTS**

- 10 No alteration to the rights attaching to any class of shares shall be made unless either:-
- 10.1 agreed to by a resolution of the holders (in person or by proxy) of at least three-fourths of the issued shares of that class passed at a special meeting of such holders called for the purpose; or
- 10.2 the Company obtains the consent in writing of the holders of at least three-fourths of the issued shares of that class.
- 11 So far as they are capable of application the provisions of these Rules relating to general meetings apply mutatis mutandis to every meeting held pursuant to Rule 9.1 except that any holder of shares of the class present in person or by proxy may demand a poll.
- 12 The creation or issue of further shares ranking equally with the shares of any class shall, unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to vary the rights conferred upon the existing holders of the shares of that class.

## SHARE CERTIFICATES

- 13      13.1      A person whose name is entered as a Member in the Register is entitled, without payment, to receive from the Company a certificate in respect of the shares in accordance with the Law but, in respect of a share or shares held jointly by several persons, the Company is not required to issue more than one certificate.
- 13.2      Delivery of a certificate for a share to one of several joint holders is sufficient delivery to all such holders.
- 13.3      Every share certificate issued by the Company shall, amongst other things, indicate:-
- 13.3.1      the name of the Company;
- 13.3.2      the class and number of shares in respect of which it is issued;
- 13.3.3      whether or not the shares in respect of which it is issued are fully paid, and if not, the amount paid up per share;
- 13.3.4      in the case of new shares, their dividend ranking unless they rank equally with existing shares; and
- 13.3.5      in the case of preference shares, the rate of dividend and whether the shares are cumulative or non cumulative and, if redeemable, the conditions of redemption and, if participating, the conditions of participation.
- 13.4      Upon delivery to the Company of any certificate which is worn out or defaced, the Board may order that it be cancelled and that a new certificate be issued in its place to the registered holder. Any certificate so cancelled may be destroyed by the Company.
- 13.5      Where the Company is notified that any certificate has been lost or destroyed, the Company shall only issue a duplicate certificate in accordance with section 1089 of the Law.

## LIEN

- 14      14.1      The Company has a first and paramount lien on:-
- 14.1.1      every share which is not fully paid, for all money (whether presently payable or not) called or payable at a fixed time in respect of that share; and
- 14.1.2      all shares registered in the name of a sole holder for all money presently payable by him or his estate to the

Company.

- 14.2 The Board may at any time exempt a share wholly or in part from the provisions of this Rule.
- 14.3 Any lien held by the Company on a share extends to all dividends payable in respect of the share.
- 15 Whenever any law for the time being of any country state or place imposes or purports to impose an immediate or future or possible liability upon the Company to make any payment or empowers any government or taxing authority or government official to require the Company to make any payment in respect of any share registered in any of the Registers as held either jointly or solely by a Member or in respect of any dividends bonuses or other monies due or payable or accruing due or which may become due or payable to such Member by the Company on or in respect of any share registered or for or on account of or in respect of a Member and whether in consequence of:-
  - 15.1 the death of such Member; or
  - 15.2 the non-payment of any income tax or other tax by such Member; or
  - 15.3 the non-payment of any estate probate succession death stamp or other duty by the executor or administrator of such Member or by or out of or in respect of his estate; or
  - 15.4 any other act matter or thing whether of a like nature to the foregoing or any of them or not;the Company shall in every case:-
  - 15.5 be fully indemnified by such Member or his representatives from all liability; and
  - 15.6 have a lien upon all dividends bonuses and other monies payable or which otherwise become payable in respect of the shares registered in any of the Registers as held either jointly or solely by such Member for all monies paid or payable by the Company in respect of the same share or shares or in respect of any dividend bonus or other money or for or on account of or in respect of such Member under or in consequence of any such law together with interest at the Ordinary Rate from the date of payment by the Company to the date of reimbursement to the Company and the Company may deduct or set off against any such dividend bonus or other money payable as aforesaid any money paid or payable by the Company together with such interest; and
  - 15.7 be at liberty to recover as a debt due from the Member or his representatives any monies paid by the Company under or in consequence of any such law and interest at the Ordinary Rate in excess of any dividend bonus or other money then due and/or payable by the Company to such Member; and



- 15.8 refuse and decline to register a transfer of any shares by such Member or his representatives until such money and interest is set off or deducted or in case the same exceeds the amount of any such dividend bonus or other money then due or payable by the Company to such Member or his representatives until such excess is paid to the Company;

and provided always nothing shall prejudice or affect any right or remedy which any such law may confer or purport to confer on the Company and as between the Company and every such Member his representatives and estate and any right or remedy which such law shall confer or purport to confer on the Company shall be enforceable by the Company.

- 16 If the Company has a lien on a share in accordance with Rules 13 or 14 the Board may cause such share to be sold provided that the Company has, not less than 14 days before the date of the sale, given to the registered holder of the share, a notice in writing setting out, and demanding payment of such part of the amount in respect of which the lien exists as is presently payable.
- 17 To give effect to any sale made pursuant to Rule 15:-
- 17.1 The Board may authorise a person to transfer the shares sold to the purchaser.
- 17.2 The Company shall register the purchaser as the holder of the shares comprised in any such transfer and the purchaser is not bound to see to the application of the purchase money.
- 17.3 The title of the purchaser to the shares shall not be affected by any irregularity or invalidity in or in connection with the sale.
- 18 The proceeds of a sale made by the Company pursuant to Rule 15 shall be applied in payment of such part of the amount in respect of which the lien exists as is presently payable and any residual shall, subject to any like lien for sums not presently payable that existed upon the shares before the sale, be paid to the registered holder of the share immediately prior to the sale.

### **CALLS ON SHARES**

- 19 19.1 The Board may make calls upon the Members in respect of any money unpaid on the shares of the Members at any time, unless the terms of issue of those shares provide for payment at fixed times.
- 19.2 Each Member shall, upon receiving at least 14 days notice in writing specifying the time or times and place of payment, pay to the Company the amount called on his shares in the manner required by the said notice.
- 19.3 The Directors may revoke or postpone a call.
- 20 A call is:

- 20.1 deemed to have been made at the time when the resolution of the Board authorising the call is passed; and
- 20.2 may be required to be paid by instalments.
- 21 The joint holders of a share are jointly and severally liable to pay all calls in respect of it.
- 22 Any amount called in respect of a share which is not paid on or before the due date shall accrue interest from the due date until payment is received by the Company at such rate not exceeding the Penalty Rate as the Board may determine and such interest shall be deemed to be included in the amount called for the purposes of Rule 13. The Board may waive payment of such interest wholly or in part.
- 23 Any sum which, pursuant to the terms of issue of a share, is payable on allotment or at a fixed date is, for the purposes of these Rules, deemed to be a call duly made and payable on the date upon which the said sum is payable and if it is not received by the Company on or before that date, all the relevant provisions of these Rules as to payment of interest and expenses, forfeiture or otherwise apply.
- 24 The Board may, on the issue of shares, differentiate between the holders as to the amount of calls to be paid and the times of payment.
- 25 The Board may:-
  - 25.1 accept from a Member the whole or a part of the amount unpaid on a share although no part of that amount has been called up.
  - 25.2 authorise payment by the Company of interest upon the whole or any part of any amount so accepted, until the amount becomes payable, at such rate not exceeding the Ordinary Rate as is agreed upon between the Board and the Member paying the sum.

### **UNCALLED SHARE CAPITAL**

- 26 The Company may by Special Resolution passed in General Meeting determine that any portion of its share capital that has not been already called up shall not be capable of being called up except in the event and for the purposes of the Company being wound up provided that no such resolution shall prejudice any rights acquired by a person before the passing of the resolution.

### **TRANSFER AND TRANSMISSION OF SHARES**

- 27 Subject to this Constitution and the Law a Member may transfer all or any of his shares by instrument in writing. The instrument of transfer of any share shall be in writing in the usual common form or in such other form as the Board may from time to time prescribe or in particular cases accept and shall be signed by both the transferor and the transferee and the transferor shall be deemed to remain the holder of such share until the name of the transferee is entered in the Register provided that

the Board may dispense with the execution of the instrument of transfer by the transferee in any case in which it is lawful and in which the Board thinks fit. No fee shall be charged by the Company in respect of any transfer of shares.

#### **FORMALITIES FOR REGISTRATION OF SHARE TRANSFERS**

- 28 Every instrument of transfer shall be left at the Office for registration accompanied by the certificate for the shares to be transferred and such other evidence (if any) as the Board may require to prove the title of the transferor or his right to transfer the shares. The Board may waive the production of any share certificate upon evidence satisfactory to the Board of its loss or destruction.
- 29 Every instrument of transfer which shall be registered shall be retained by the Company but any instrument of transfer which the Board may refuse to register shall (except in case of fraud) be returned on demand to the person depositing it.
- 30 Upon registration of the transfer of any shares or of any person as a Member in respect of any shares which may have been transmitted to such person by operation of law or otherwise the certificate specifying the shares in respect of which such registration is effected shall be cancelled and a new certificate in similar form specifying the shares transferred or transmitted shall be delivered to the transferee or transmitted and if the registration of any transfer is required in respect of some only of the shares specified in the certificate delivered up to the Company a new certificate specifying the shares remaining untransferred shall be delivered to the transferor.
- 31 The executor or administrator of a deceased Member (not being one of several joint holders) shall be the only person recognised by the Company as having any title to shares registered in the name of such deceased Member.
- 32 Any person becoming entitled to shares in consequence of the death insolvency bankruptcy liquidation by arrangement or composition with creditors or assignment for the benefit of the creditors of any Member or otherwise than by transfer upon producing the certificate for shares and such other evidence that he sustains the character in respect of which he proposes to act under this Rule or of his title as may be sufficient under the Law or as the Board thinks sufficient may be registered as a Member in respect of such shares or may (subject to these Rules) transfer such shares.
- 33 The registration of transfers may be suspended at such times and for such periods as the Directors from time to time determine, not exceeding in the whole 30 days in any year.

#### **RESTRICTIONS ON ENCUMBRANCES**

- 34 The Shareholders must not provide their Shares as security, or create or give any encumbrance over their Shares in favour of any person without the prior written consent of all Shareholders which may be withheld by each of them at their absolute discretion. This Clause 12 does not apply to any existing floating charge over the assets of a Shareholder nor where the security holder or encumbrance agrees to be bound by the transfer restrictions contained in this Deed.

## FORFEITURE OF SHARES

- 35     35.1     If a Member fails to pay a call or instalment of a call on the day appointed for payment, the Board may, at any time while such call or instalment remains unpaid, serve notice on that Member requiring payment of the unpaid amount together with any accrued interest.
- 35.2     Such notice must specify a further day, at least 14 days from the date it is served, on or before which payment is to be made and shall state that should payment not be made by the due date then the shares in respect of which the call was made will be liable to be forfeited.
- 35.3     If the requirements of such a notice are not complied with any share in respect of which the notice has been given may at any time before the payment required by the notice has been made be forfeited by a resolution of the Board to that effect, and such forfeiture shall include any dividends declared but unpaid in respect of the shares.
- 36     The Company may dispose of any forfeited share in such manner and on such terms as the Board thinks fit, provided however that the Board may, prior to any such disposition, cancel the forfeiture on such terms as they think fit.
- 37     A person whose shares have been forfeited ceases to be a Member in respect of the forfeited shares but remains liable to pay to the Company all money that, at the date of forfeiture, was payable by him to the Company in respect of the shares (including, if the Directors so determine, interest at the Penalty Rate from the date of forfeiture on the money for the time being unpaid) but his liability shall cease if and when the Company receives payment in full of all such moneys in respect of the share.
- 38     A statutory declaration in writing that the declarant is a Director or the Secretary of the Company and that a share in the Company has been duly forfeited on a date stated in the declaration shall be conclusive evidence as against all persons claiming to be entitled to the share.
- 39     The Company may receive the consideration (if any) given for a forfeited share on any sale or disposition and the Board may authorise a person to execute a transfer of the share in favour of the person to whom the share is sold or disposed of and he shall be registered as the holder of the share and shall not be bound to see to the application of the consideration (if any) nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture sale or disposition of the share. The proceeds of any sale or disposition of a forfeited share shall be applied firstly in satisfaction of all expenses of and incidental to the sale or disposition and secondly in satisfaction of all money at that time payable in respect of the share and the residue (if any) shall be paid to the person forfeiting the share.
- 40     The provisions of these Rules as to forfeiture apply in the case of non-payment of any sum that, by the terms of issue of a share, becomes payable at a fixed time, as if that sum had been payable by virtue of a call duly made and notified.

## **ALTERATION OF CAPITAL**

- 41 The Company may from time to time by ordinary resolution:-
- 41.1 increase the share capital by such sum to be divided into shares of such amount as the resolution shall prescribe; and
  - 41.2 consolidate and divide all or any of its share capital into shares of larger or smaller amount than its existing shares; and
  - 41.3 cancel shares that, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person or have been forfeited; and
  - 41.4 subdivide shares or any of them into shares of smaller amount provided that in the sub-division the proportion between the amount paid and the amount (if any) unpaid on each reduced share shall be the same as it was in the case of the share from which the reduced share is derived.
- 42 Subject to the Law the Company may by special resolution reduce its share capital account in any manner and with and subject to any incident authorised and consent required by law.
- 43 The Company may, subject to the Law, buy shares in itself.

## **CONVENING OF GENERAL MEETINGS**

- 44 Any Director may, whenever he thinks fit, convene a general meeting.
- 45 General meetings shall be convened on requisition of Members as provided by the Law.
- 46
- 46.1 A notice of a general meeting shall specify the place, the day and the hour of the meeting and, except as provided for by Rule 45.2, the general nature of the business to be transacted at the meeting.
  - 46.2 A notice of an annual general meeting need not state that the business to be transacted at the meeting includes the consideration of accounts and the reports of the Directors and Auditors, or the appointment and fixing of the remuneration of the auditors.

## **PROCEEDINGS AT GENERAL MEETINGS**

- 47
- 47.1 No business may be transacted at any general meeting unless a quorum of Members entitled to vote is present at the time when the meeting proceeds to business. A quorum for any general meeting and for all purposes shall be constituted by two members.
  - 47.2 To determine whether a quorum is present a person in attendance who

holds a valid proxy or is a Representative of a corporation that is a Member or is attorney for a Member is deemed to be a Member.

- 48 If a quorum is not present within half an hour from the time appointed for the meeting -
- 48.1 where the meeting was convened upon the requisition of Members it shall be dissolved; or
  - 48.2 in any other case -
    - 48.2.1 the meeting stands adjourned to such day, and at such time and place, as the Board determines or, in the absence of such determination to the same day in the following week at the same time and place; and
    - 48.2.2 if at the adjourned meeting a quorum of 2 members is not present within half an hour from the time appointed for the meeting, the meeting shall be dissolved.
- 49 49.1 If the Directors have elected one of their number as Chairman of their meetings, that Director shall preside as Chairman at every general meeting.
- 49.2 Where a general meeting is held and -
- 49.2.1 a Chairman has not been elected as provided for in Rule 48.1; or
  - 49.2.2 the Chairman is not present within 10 minutes after the time appointed for the holding of the meeting or is unwilling to act, the Members present and entitled to vote shall elect one of their number or a Director to be Chairman of the meeting.
- 50 50.1 The Chairman 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.
- 50.2 No business may be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- 50.3 If a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting, but in any other case it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
- 51 51.1 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 (whether before or on the declaration of the show of hands) demanded -

- 51.1.1 by the Chairman;
  - 51.1.2 by at least 2 Members present in person or by proxy or attorney or Representative;
  - 51.1.3 by a Member or Members present in person or by proxy or attorney or Representative and representing not less than one-tenth of the total voting rights of all the Members having the right to vote at the meeting; or
  - 51.1.4 by a Member or Members present in person or by proxy or attorney or other duly authorised representative holding shares in the Company conferring a right to vote at the meeting being shares on which an aggregate sum has been paid up equal to not less than one-tenth of the total sum paid up on all the shares conferring that right.
- 51.2 Unless a poll is so demanded, a declaration by the Chair that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost, together with an entry to that effect in the book containing the Minutes of the proceedings of the Company, is conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
- 51.3 The demand for a poll may be withdrawn.
- 52 If a poll is duly demanded it shall -
- 52.1 if concerning the election of a Chairman or a question of adjournment be taken forthwith; and
  - 52.2 in any other case be taken at once or after an interval or adjournment or otherwise as the Chairman directs;
- and the result of the poll shall be the resolution of the meeting at which the poll was demanded.
- 53 In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman of the meeting shall not have a casting vote.
- 54 Subject to any rights or restrictions attached to any class of shares at meetings of Members or classes of Members each Member entitled to vote may vote in person or by proxy or attorney or Representative and on a show of hands every person present in person or by a Representative has 1 vote and on a poll every person present in person or by proxy or attorney or Representative has 1 vote for each share he holds.
- 55 In the case of joint holders the vote of the senior who tenders a vote, whether in person or by proxy or by attorney or Representative, 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.

- 56 If a Member is of unsound mind or is a person whose person or estate is liable to be dealt with in any way under the law relating to mental health, his committee or trustee or such other person as properly has the management of his estate may exercise any rights of the Member in relation to a general meeting as if the committee, trustee or other person were the Member.
- 57 A person entitled under these Rules to a transfer of a share which confers a right to vote may vote at a General Meeting as if he were the holder of such share provided that at least before the time of holding the meeting at which he proposes to vote he shall have satisfied the Board of his right to a transfer of such share.
- 58 A Member is not entitled to vote at a general meeting unless all calls and other sums presently payable by him in respect of shares in the Company have been paid.
- 59 59.1 An objection may be raised to the qualification of a voter only at the meeting or adjourned meeting at which the vote objected to is given or tendered.
- 59.2 Any such objection shall be referred to the Chairman of the meeting whose decision is final.
- 59.3 A vote not disallowed pursuant to such an objection is valid for all purposes.
- 60 60.1 Each notice convening a general meeting of the Company shall be accompanied by a form of proxy which enables Members to vote for or against each resolution to be put to the meeting.
- 60.2 An instrument appointing a proxy shall be in writing under the hand of the appointor or of his attorney duly authorised in writing or, if the appointor is a corporation, either executed by the corporation or under the hand of an officer or attorney duly authorised.
- 60.3 An instrument appointing a proxy may specify the manner in which the proxy is to vote in respect of a particular resolution and, where an instrument of proxy so provides, the proxy is not entitled to vote on the resolution except as specified in the instrument.
- 60.4 An instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.
- 60.5 A proxy may but need not be a Member.
- 61 An instrument appointing a proxy shall not be treated as valid unless the instrument and the power of attorney or other authority (if any) under which the instrument is signed or a practising solicitor certified copy of that power or authority, is or are deposited not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, at the Office or at such other place within the State as is specified for that purpose in the notice convening the meeting.



- 62 A vote given in accordance with the terms of an instrument of proxy or of a Power of Attorney is valid notwithstanding the previous death or unsoundness of mind of the principal, the revocation of the instrument (or of the authority under which the instrument was executed) or of the power, or the transfer of the share in respect of which the instrument or power is given, if no intimation in writing of the death, unsoundness of mind, revocation or transfer has been received by the Company at the Office before the commencement of the meeting or adjourned meeting at which the instrument is used or the power is exercised.

#### **AGREEMENTS BETWEEN COMPANY AND SHAREHOLDERS**

- 63 The Company may enter into certain agreements or arrangements with any Shareholder (or Related Body Corporate). Those agreements or arrangements must:
- 63.1 be negotiated on an arm's length basis;
  - 63.2 be finalised on normal commercial terms;
  - 63.3 not be entered into without the prior approval of the Board by a simple majority vote;
  - 63.4 not be performed unless an agreement has been entered into in accordance with this clause.

#### **APPOINTMENT OF DIRECTORS**

- 64 The number of Directors shall be not less than 3 natural persons 2 of whom ordinarily reside in Australia. The Company may from time to time by ordinary resolution passed at a General Meeting increase the number of Directors and may decrease the number of Directors to not less than 3.
- 65 The holders for the time being of the majority of votes attaching to the issued shares shall be entitled to appoint at any time and from time to time Directors. Such appointments and removals of Directors shall either be made:-
- 65.1 in writing by the holders for the time being of at least the required percentage of votes attaching to the issued shares and left at or sent to the Office; or
  - 65.2 by ordinary resolution of the Company at a duly convened general meeting of the Company.
- 66 A Director is not required to have any share qualification.

#### **CASUAL VACANCIES**

- 67 The Board 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 fixed in accordance with these Rules.

## REMOVAL OF DIRECTORS

- 68 In addition to the circumstances in which the office of a Director becomes vacant by virtue of the Law, or by these Rules the office of a Director becomes vacant if the Director:-
- 68.1 becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under the law relating to mental health;
  - 68.2 resigns his office by notice in writing to the Company;
  - 68.3 is absent without the consent of the Directors from meetings of the Directors held during a period of 6 months; or
  - 68.4 becomes bankrupt or makes any arrangement or composition with his creditors generally;
  - 68.5 is directly or indirectly interested in any contract or proposed contract with the Company and fails to declare the nature of his interest as required by the Law.
- 69 The Company may by ordinary resolution or by notice in writing by the holders for the time being of the majority of votes attaching to the issued shares left at or sent to the Office remove any Director.

## REMUNERATION AND EXPENSES OF DIRECTORS

- 70 70.1 The Directors shall be paid such remuneration as is from time to time determined by the Board and unless otherwise determined by the Company in general meeting:-
- 70.1.1 any fees payable by the Company to non-executive Directors must be by a fixed sum and not by a commission on or a percentage of profits or turnover; and
  - 70.1.2 any remuneration payable by the Company to executive Directors must not include a commission on or a percentage of turnover.
- 70.2 The remuneration shall be deemed to accrue from day to day.
- 70.3 Every Director shall be entitled to be paid out of the funds of the Company all reasonable travelling hotel and other expenses incurred in attending meetings of the Company or of the Board or any committee of Directors or while engaged on the business of the Company and if any of the Directors shall be called upon to perform extra services or exercise any special professional requirements for any purpose of the Company or to make special exertions in going from his usual residence or abroad or otherwise for any purposes of the Company he shall be paid all his

travelling outlays and such additional sum by way of remuneration as shall be fixed by the Board.

- 70.4 The remuneration shall be divided amongst the Directors in such proportions and shares as the Board may determine and in default of determination shall be divided equally.

### PROCEEDINGS OF DIRECTORS

- 71 The Directors may meet together for the despatch of business and adjourn and otherwise regulate their meetings as they think fit.
- 72 A Director may at any time, and a Secretary shall on the requisition of a Director, convene a meeting of the Directors.
- 73 For the purposes of these Rules the contemporaneous linking together by telephone closed circuit television radio or other electronic means of audio or audio-visual communication of a number of the Directors not less than a quorum, shall be deemed to constitute a meeting of the Directors and all the provisions of these Rules as to meetings of the Directors shall apply to such meetings so long as the following conditions are met:-
- 73.1 all the Directors for the time being entitled to receive notice of a meeting of the Directors shall be entitled to notice of such a meeting and to be linked for the purposes of such meeting. Notice of any such meeting may be given by the same medium to be used for the meeting;
- 73.2 each of the Directors taking part in the meeting must be able to hear each of the other Directors taking part at the commencement of the meeting; and
- 73.3 at the commencement of the meeting each Director must acknowledge his presence for the purpose of a meeting of the Directors to all the other Directors taking part;
- 73.4 a Director may not leave the meeting by disconnecting unless he has previously obtained the express consent of the Chair 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 Chair to leave the meeting as aforesaid;
- 73.5 a minute of the proceedings at such meetings shall be sufficient evidence of such proceedings and of the observance of all necessary formalities if certified to be a correct minute by the Chair of the meeting.
- 74 74.1 Subject to these Rules questions arising at a meeting of Directors shall be decided by majority of votes of Directors present and voting and any such decision shall for all purposes be deemed a decision of the Directors.

- 74.2 In case of an equality of votes, the Chair of the meeting shall not have a casting vote.
- 74.3 A Director may attend a Board meeting by proxy if the proxy is a Director and has been appointed by writing under the hand of the appointor or by facsimile or other form of visible communication from the appointor. A Director who is appointed a proxy for another Director may act and vote both in his own capacity and as proxy for the other Director. Such an appointment may be general or for a particular meeting or meeting.
- 75 At a meeting of Directors, the number of Directors whose presence is necessary to constitute a quorum is 2.
- 76 In the event of a vacancy or vacancies in the office of a Director or offices of Directors, the remaining Directors may act but, if the number of remaining Directors is not sufficient to constitute a quorum at a meeting of Directors, they may act only for the purpose of increasing the number of Directors to a number sufficient to constitute such a quorum or of convening a general meeting of the Company.
- 77 77.1 The Directors shall elect one of their number as Chairman of their meetings and may determine the period for which he is to hold office.
- 77.2 Where any meeting of the Board is held and:-
- 77.2.1 a Chairman has not been elected as provided by Rule 76.1;  
or
- 77.2.2 the Chairman is not present within 10 minutes after the time appointed for the holding of the meeting or is unwilling to act,
- the Directors present shall elect one of their number to be a Chairman of the meeting.
- 78 78.1 If all the Directors have signed a document containing a statement that they are in favour of a resolution of the Directors in terms set out in the document, a resolution in those terms shall be deemed to have been passed at a meeting of the Directors held on the day on which the document was signed and at the time at which the document was last signed by a Director or, if the Directors signed the document on different days, on the day on which, and at the time at which, the document was last signed by a Director.
- 78.2 For the purposes of Rule 77.1, two or more separate documents containing statements in identical terms each of which is signed by one or more Directors shall together be deemed to constitute one document containing a statement in those terms signed by those Directors on the respective days on which they signed the separate documents.
- 78.3 A reference in Rule 77.1 to all the Directors does not include a reference

to a Director who, at a meeting of Directors, would not be entitled to vote on the resolution.

- 79 All acts done by any meeting of the Directors or by any person acting as a Director are, notwithstanding that it is afterwards discovered that there was some defect in the appointment of a person to be a Director or to act as a Director, or that a person so appointed was disqualified, be valid as if the person had been duly appointed and was qualified to be a Director.

## **DEALINGS BY DIRECTORS**

- 80 No Director shall be disqualified by his office from contracting or entering into any arrangement with the Company either as vendor purchaser or otherwise nor shall any such contract or arrangement entered into by or on behalf of the Company in which any Director shall be in any way interested be avoided nor shall any Director so contracting or being so interested be liable to account to the Company for any profit realised by any such contract or arrangement by reason of such Director holding that office or of the fiduciary relation thereby established. Subject to the Law no Director shall be disqualified from voting in respect of any contract arrangement or transaction in which he may be interested either directly or indirectly otherwise than as a shareholder of the Company and a Director interested as aforesaid is to be counted in a quorum notwithstanding his interest and a Director interested as aforesaid may (if authorised in that behalf in accordance with these Rules) affix the Seal (if any) to and/or sign or countersign any document or instrument giving effect to or evidencing or in any way relating to any such contract transaction or arrangement as aforesaid notwithstanding his interest. In particular the Directors or any of them may 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 the Company or of 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. Subject to and in compliance with the Law the Company may make a loan to a Director.
- 81 A Director may hold any other office or place of profit under the Company (except that of Auditor) in conjunction with his office of Director and on such terms as to remuneration or otherwise as the Board shall approve. A Director may be or become a director of or hold any other office or place of profit under any company promoted by the Company or in which it may be interested whether as a vendor or shareholder or otherwise and no such director shall be accountable for any benefits received as a director or member of or holder of any other office or place of profit under such company. The Board may exercise the voting powers conferred by the shares in any company held or owned by the Company in such manner in all respects as the Board thinks fit (including the exercise in favour of any resolution appointing the directors or any of them directors of such company or voting or providing for the payment of remuneration to the directors of such company) and any Director may vote in favour of the exercise of such voting rights in manner aforesaid notwithstanding that he may be or be about to be appointed a director of such other company and as such is or may become interested in the exercise of such voting rights in manner aforesaid.

82

## DECISION MAKING

- 82.1 Subject to the Law and this Deed, all decisions of the Board or the Shareholders in general meeting will be made by Simple Majority vote.
- 82.2 All decisions in respect of the following matters must be approved by a resolution passed by a Special Majority of the Board:
- 82.2.1 new issues of Shares, options over unissued Shares, convertible notes or other securities;
  - 82.2.2 alteration of the Constitution (in addition to any approval of Shareholders required by Law);
  - 82.2.3 any material change in the nature of the Business;
  - 82.2.4 any borrowings which cause the total financial exposure of the Company in respect of loans, equipment leasing, hire purchase or commercial bills to exceed an amount which is 1.5 times the paid up share capital of the Company;
  - 82.2.5 entering into any transaction which is not proposed on a commercial "arms length" basis or of any unusual or onerous nature or which is outside the ordinary course of the Business;
- 82.3 A resolution requiring a Special Majority which is not defeated by a Simple Majority will, if not passed at a meeting, be adjourned to the next meeting of Directors.

## POWERS OF DIRECTORS

- 83 Subject to the Law and these Rules the business of the Company shall be managed by the Board who may pay all expenses incurred in promoting and registering the Company and may exercise all such powers of the Company as are not by the Law or by these Rules required to be exercised by the Company in General Meeting.
- 84 The Board may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking property and uncalled capital or any part thereof and to issue debentures and other securities whether outright or as security for any debt liability or obligation of the Company or of any third party.
- 85 All cheques promissory notes bankers drafts bills of exchange and other negotiable instruments shall be signed drawn accepted endorsed or otherwise executed as the case may be by any one Director or in such other manner as the Board may from time to time determine.
- 86 The Board may delegate any of its powers to committees consisting of such Director or Directors as the Board thinks fit and any committee so formed shall in the exercise of the powers so delegated conform to any regulations that may from time to time be imposed on the committee and powers to exercise shall be deemed to have been

exercised by the Board. The provisions of these Rules relating to proceedings of the Board shall apply to committees of the Board members *mutatis mutandis* as if herein set out.

87 The Board shall cause minutes to be made:-

87.1 of all appointments of officers;

87.2 of names of Directors present at all meetings of the Company or of the Board or of committees of Directors;

87.3 of all proceedings at all meetings of the Company or of the Board or of committees of the Board.

Such minutes shall be signed by the Chair of the meeting at which the proceedings were held or by the Chair of the next succeeding meeting.

### ATTORNEYS

88 The Board may from time to time by power of attorney appoint any corporation or person or body of persons whether nominated directly or indirectly by the Board to be the attorney or attorneys of the Company for such purpose and with such powers authorities and discretions (not exceeding those vested in or exercisable by the Board under these Rules) 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 Board may think fit and may also authorise any such attorney to delegate all or any of the powers authorities and discretions vested in him.

### 89 CHIEF EXECUTIVE OFFICER

89.1 The Company will be managed on a day-to-day basis by the Chief Executive Officer who will report and be responsible to the Board for the Company's activities and operations.

89.2 The first Chief Executive Officer will be Matthew John Hower.

89.3 The Chief Executive Officer shall report to the Board on the affairs of the Company at such times and in such format as the Board determines.

90 The Chief Executive Officer shall, subject to the terms of any agreement entered into in a particular case, receive such remuneration as the Board determines provided that, unless otherwise determined by the Company in general meeting, the remuneration shall not include a commission on or a percentage of turnover.

91 91.1 The Board may, upon such terms and conditions and with such restrictions as they think fit, confer upon a Chief Executive Officer any of the powers exercisable by them.

- 91.2 Any powers so conferred may be concurrent with, or be to the exclusion of, the powers of the Directors.
- 91.3 The Board may at any time withdraw or vary any of the powers so conferred on a Chief Executive Officer.

### **SECRETARY**

- 92 The Secretary shall in accordance with the Law be appointed by the Board on such terms and conditions as to remuneration and otherwise as the Board determines and any Secretary may be removed by the Board.

### **SEAL**

- 93 93.1 The Board shall provide for the safe custody of the Seal.
- 93.2 The Seal shall be used only by the authority of the Directors, or of a committee of the Directors authorised by the Directors to authorise the use of the Seal and every document to which the Seal is affixed shall be signed by a Director and be countersigned by another Director, a Secretary or another person appointed by the Board to countersign that document or a class of documents in which that document is included.

### **DIVIDENDS**

- 94 No dividend shall be paid otherwise than out of profits but in ascertaining the profit of the Company it shall not be necessary to take account of or recoup any trading or capital loss incurred in previous financial years.
- 95 95.1 The Board may, before declaring any dividend, set aside out of the profits of the Company, such sums as they think proper as reserves to be applied, at the discretion of the Board, for any purpose for which the profits of the Company may be properly applied.
- 95.2 Pending any such applications the reserves may, at the discretion of the Board, be used in the business of the Company or be invested as the Board thinks fit.
- 95.3 The Board may carry forward so much of the profits remaining as they consider ought not to be distributed as dividends without transferring those profits to a reserve.
- 96 Subject to any preferential, special, deferred or other rights attaching to any shares or class of shares:-
- 96.1 the Board may declare dividends and interim dividends and fix the time for payment;



- 96.2 a dividend may be declared and paid on the shares of one or more classes to the exclusion of the others and where dividends are declared on shares of more than one class, the dividend declared may differentiate as between those classes of shares with respect to the rate at which such dividends and interim dividends are to be paid.
- 97 Interest is not payable by the Company in respect of any dividend.
- 98 98.1 Subject to the rights of persons (if any) entitled to shares with special rights as to dividend, all dividends shall be declared and paid according to the amounts paid or credited as paid on the shares in respect of which the dividend is paid.
- 98.2 All dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the shares during any portion or portions of the period in respect of which the dividend is paid but if any share is issued on terms providing that it will rank for dividends as from a particular date, that share ranks for dividend accordingly.
- 98.3 An amount paid or credited as paid on a share in advance of a call shall not be taken for the purposes of this Rule to be paid or credited as paid on the share.
- 99 The Board may deduct from any dividend payable to a Member any sums of money presently payable by him to the Company on account of calls or otherwise in relation to shares in the Company.
- 100 100.1 Any dividend, interest or other money payable in cash in respect of shares may be paid by cheque sent through the post directed to:-
- 100.1.1 the address of the holder as shown in the register of members, or in the case of joint holders, to the address shown in the register of members as the address of the joint holder first named in that register; or
- 100.1.2 to such other address as the holder or joint holders in writing direct or directs.
- 100.2 Any one of two or more joint holders may give effectual receipts for any dividends, interest or other money payable in respect of the shares held by them as joint holders.
- 101 101.1 The Board, on declaring a dividend, may resolve that such dividend be paid wholly or in part by the distribution of specific assets including, but without limiting the generality of the foregoing, fully or partly paid shares, debentures or debenture stock of any other corporation.
- 101.2 If any difficulty arises with regard to such a distribution, the Board may settle the matter as they see fit, including the fixing of the value for distribution of the specific assets, determining that cash payments will be paid to any Members on the basis of the value so fixed in order to adjust

the rights of all parties, and the vesting of such specific assets in such trustees as the Board may appoint.

### CAPITALISATION OF PROFITS

- 102    102.1    The Board may capitalise any sum, being the whole or a part of the amount for the time being standing to the credit of any reserve account or the profit and loss account or otherwise available for distribution to Members, and apply that sum in any of the ways mentioned in Rule 101.2, 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.
- 102.2    The ways in which a sum may be applied for the benefit of Members under Rule 101.1 are:-
- 102.2.1    in paying up any amounts unpaid on shares held by Members;
- 102.2.2    in paying up in full unissued shares or debentures to be issued to Members as fully paid; or
- 102.2.3    partly as mentioned in Rule 101.2.1 and partly as mentioned in Rule 101.2.2.
- 102.3    The Board shall do all things necessary to give effect to a capitalisation and, in particular, to the extent necessary to adjust the rights of the Members among themselves, may:-
- 102.3.1    issue fractional certificates or make cash payments in cases where shares or debentures become issuable in fractions; and
- 102.3.2    authorise any person to make, on behalf of all the Members entitled to any further shares or debentures upon the capitalisation, an agreement with the Company providing for the issue to them, credited as fully paid up, of any such further shares or debentures or for the payment up by the Company on their behalf of amounts or any part of the amounts remaining unpaid on their existing shares by the application of their respective proportions of the sum resolved to be capitalised, and any agreement made under an authority referred to in this Rule is effective and binding on all the Members concerned.

103

### ACCOUNTS

- 103.1    The Directors must ensure that the records and accounting books of the Company are kept in accordance with the Law, are audited yearly and

reflect generally accepted Australian accounting principles, procedures and practices consistently applied. Until otherwise determined by the Company in General Meeting, the financial year of the Company shall end on the 30th day of June each year.

- 103.2 After giving at least two (2) Business days' notice to the Company, each Shareholder will be entitled to full access during the Company's normal business hours through an accountant, agent or employee of that Shareholder and at that Shareholder's cost to inspect all the books, accounts, records and facilities of the Company for the purpose of auditing, valuing the Company, making copies or for any other reasonable purpose.
- 103.3 Before an inspection occurs or access is permitted under clause 11.2, an accountant, agent or employee appointed by a Shareholder must sign a confidentiality agreement in the form approved by the Board.
- 103.4 Each Shareholder must use its reasonable efforts to:
  - 103.4.1 complete an inspection under clause 11.2 within five (5) Business days of its commencement; and
  - 103.4.2 minimise any disruption to the Company's operations.
- 103.5 Monthly management accounts will be prepared by the Company and circulated to all directors within twenty one (21) days of the end of each Month and quarterly and half yearly balance sheets and profit and loss accounts will be prepared and circulated to all directors within sixty (60) days of the end of each calendar quarter or half year as the case may be.

#### AUDIT

- 104 Subject to Section 301 of the Law, the Company shall appoint an auditor and his appointment, remuneration, rights and duties, shall be regulated by the Law.

#### NOTICES

- 105 105.1 A notice may be given by the Company to any Member either by serving it on him personally or by sending it by post to him at his address shown in the Register of Members or the address supplied by him to the Company for the giving of notices to him.
- 105.2 Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, pre-paying 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 the post.
- 105.3 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.

- 105.4 A notice may be given by the Company to a person entitled to a share in consequence of the death or bankruptcy of a Member by serving it on him personally or by sending it to him by post addressed to him by name, or by the title of representative of the deceased or assignee of the bankrupt, or by any like description, at the address (if any) within the State supplied for the purpose by the person or, if such an address has not been supplied, at the address to which the notice might have been sent if the death or bankruptcy had not occurred.
- 106 Notice of every general meeting shall be given in the manner authorised by Rule 104 only to:-
- 106.1 every Member;
- 106.2 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; and
- 106.3 the auditor for the time being of the Company.

#### **WINDING UP**

- 107 107.1 If the Company is wound up the liquidator may, with the sanction of a special resolution, divide among the Members in kind the whole or any part of the property of the Company and may for that purpose set such value as he considers fair upon any property to be so divided and may determine how the division is to be carried out as between the Members or different classes of Members.
- 107.2 The liquidator may, with the sanction of a special resolution, vest the whole or any part of any such property in trustees upon such trusts for the benefit of the contributories as the liquidator thinks fit, but so that no Member is compelled to accept any shares or other securities in respect of which there is any liability.

#### **INDEMNITY**

- 108 108.1 To the extent permitted by law, every Director, agent, Secretary and other officer of the Company shall be indemnified by the Company from and against all liabilities (including, without limitation, damages, amounts payable to settle proceedings, costs (legal or otherwise), losses and expenses) which such Director, agent, Secretary or other officer may incur in connection with the performance by him of his duties as Director, agent, Secretary or such other officer of the Company or any subsidiary of the Company in accordance with these Rules and the Law except where any such liability:-



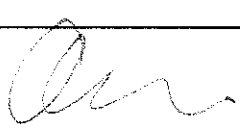
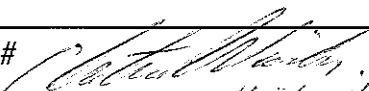
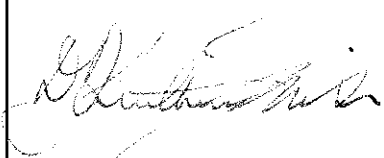
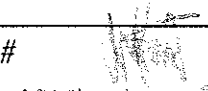
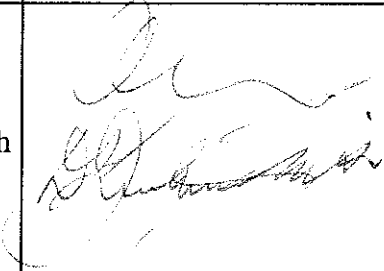
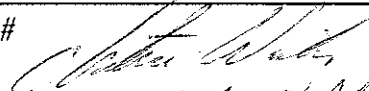
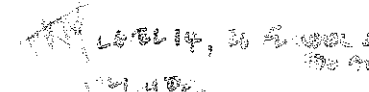
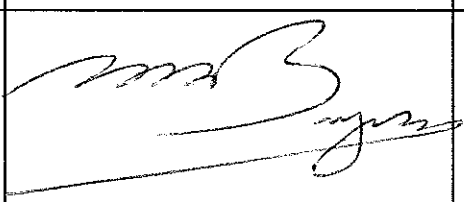
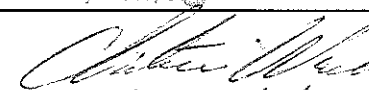
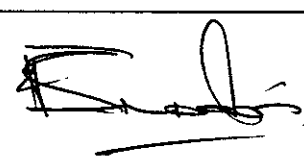
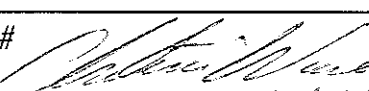
- 108.1.1 is to the Company or a related body corporate; or
- 108.1.2 arises out of conduct involving a lack of good faith.
- 108.2 Without limiting the generality of Rule 107, every Director, agent, Secretary and other officer for the time being of the Company shall be indemnified out of the assets of the Company against any liability (including, without limitation, damages, amounts payable to settle proceedings, costs (legal or otherwise), losses and expenses) incurred by him in defending any proceedings whether civil or criminal in which judgment is given in his favour or in which he is acquitted or in connection with any application in relation to such proceedings in which relief under the Law is granted to him by the court.
- 108.3 To the extent permitted by Law and without limiting the powers of the Company, the Board may authorise the Company to, and the Company may enter into any documentary indemnity in favour of or insurance policy for the benefit of, a person who is a Director, agent, Secretary or other officer of the Company.
- 108.4 The Company need not indemnify a Director, agent, Secretary or other officer of the Company as provided for in Rules 107.1, 107.2 and 107.3 in respect of any liability (including, without limitation, damages, amounts payable to settle proceedings, costs (legal or otherwise), losses and expenses) to the extent that the Director, agent, Secretary or other officer of the Company:-
  - 108.4.1 admits, offers, promises or directly or indirectly makes payments without the written consent of the Company in the defence or settlement of any claim; or
  - 108.4.2 fails to co-operate with the Company (including allowing the Company to appoint a solicitor to act in the matter and otherwise to determine the conduct of any relevant proceedings) and give all such information and assistance as the Company may reasonably require in respect of the defence or settlement of any claim.
- 108.5 The benefits of each indemnity given in this Rule 107 continue, notwithstanding that:-
  - 108.5.1 a Director, agent, Secretary or other officer of the Company ceases to hold that office for any reason whatsoever; or
  - 108.5.2 the terms of this Rule are modified or deleted, but only in respect of any act or omission occurring prior to the cessation, modification or deletion as the case may be.

109.7 being a guardian of the infant ceases to act as such guardian.

DATED the

day of

2000

Names, addresses and descriptions of subscribers	Signature of subscriber	Witness, address and occupation
<b>MATTHEW JOHN HOWER</b> for and on behalf of Hower Nominees Pty Ltd as trustee for the Hower Family Trust Level 3, 170 Greenhill Road Parkside SA 5063		#  L14, 26 Flinders St Adelaide. Solicitor
<b>ANDREW LUCKHURST-SMITH</b> 190 Barton Terrace North Adelaide SA 5006 Solicitor		#  Level 14, 26 Flinders St Adelaide. Solicitor.
<b>DIANA JANE LUCKHURST-SMITH</b> 190 Barton Terrace North Adelaide SA 5006 Post Graduate Student		#  LEVEL 14, 26 FLINDERS ST ADELAIDE
<b>ANDREW LUCKHURST-SMITH and DIANA JANE LUCKHURST-SMITH</b> as trustees for the Luckhurst-Smith Superannuation Fund 191 Flinders Street Adelaide SA 5000		#  L14, 26 Flinders St Adelaide. Solicitor  LEVEL 14, 26 FLINDERS ST ADELAIDE
<b>MICHAEL CARLISLE</b> Howard Burgess 317A Flinders Street Adelaide SA 5000 Chartered Accountant		 Level 14, 26 Flinders St Adelaide. Solicitor.
<b>ROBERT BRUCE MORTON</b> 1 First Avenue St Peters SA 5069 Vigneron		#  L14, 26 Flinders St Adelaide. Solicitor.