

AUSTRALIAN PROPERTY GROWTH LIMITED  
CONSOLIDATED CONSTITUTION

(Consolidated as at 26/11/2009 and incorporates:

- Modification on 6 September 2006;
- Modification on 26 November 2009.

History:
----------

Adopted on:	02/11/2004
-------------	------------

Amended:	06/09/2006 and 26/11/2009
----------	------------------------------

DATED 26 November 2009.

.....

## TABLE OF CONTENTS

---

1.	GENERAL.....	1
1.1	Name of Company	1
1.2	Liability of members	1
1.3	Replaceable rules	1
2.	DEFINITIONS AND INTERPRETATION.....	1
2.1	Definitions	1
2.2	Interpretations	3
3.	SHARES.....	3
3.1	Issue of shares and options	3
3.2	Power to pay commission and brokerage	3
3.3	Directors may participate	4
3.4	Surrender of shares	4
3.5	Joint holders	4
3.6	Non-recognition of equitable interests, etc.	4
3.7	Restricted securities	5
3.8	Issue of redeemable preference shares	5
3.9	Variation of rights	5
3.10	Issue of new preference shares	5
3.11	Other rights for holders of preference Securities	5
3.12	Voting Rights	5
4.	CERTIFICATES.....	6
4.1	Certificates/uncertificated holdings	6
4.2	The Company need not issue certificates	6
4.3	Computerised trading	6
4.4	Cancellation of certificates	6
5.	CALLS.....	7
5.1	Power to make calls	7
5.2	Obligation for calls	7
5.3	When a call is made	7
5.4	Interest on the late payment of calls	7
5.5	Instalments	7
5.6	Payment in advance of calls	7
5.7	Non-receipt of notice of call	7
6.	FORFEITURE AND LIEN.....	8
6.1	Notice requiring payment of sums payable	8

6.2	Time and place for payment	8
6.3	Forfeiture on non-compliance with notice	8
6.4	Notice of forfeiture	8
6.5	Disposal of forfeited shares	8
6.6	Annulment of forfeiture	8
6.7	Liability notwithstanding forfeiture	8
6.8	Company's lien or charge	9
6.9	Sale of shares to enforce lien	9
6.10	Title of shares forfeited or sold to enforce lien	9
7.	LIMITATION OF ENTITLEMENT .....	10
7.1	Prescribed value limit	10
7.2	Director's consent	10
7.3	Relevant interest	10
7.4	Person concerned	10
7.5	Associate	10
7.6	Control	11
7.7	Power of Board	11
7.8	Board not liable	12
7.9	Request for information	12
8.	PAYMENTS BY THE COMPANY .....	14
8.1	Payments by the Company	14
8.2	Rights of the Company	14
8.3	No prejudice to the Company	15
9.	TRANSFER AND TRANSMISSION OF SECURITIES .....	15
9.1	Instrument of transfer	15
9.2	Registration procedure	15
9.3	Completion of registration	15
9.4	Closing register	16
9.5	Right to refuse registration	16
9.6	Transmission by death	16
9.7	Transmission by operation of law	16
10.	GENERAL MEETINGS .....	16
10.1	General meetings	16
10.2	Notice of general meeting	17
11.	PROCEEDINGS OF MEETINGS .....	17
11.1	Business of general meetings	17
11.2	Quorum	17
11.3	Adjournment in absence of quorum	17
11.4	Chairman	18
11.5	Acting Chairman	18

11.6	General conduct of meeting	18
11.7	Adjournment	18
11.8	Voting	19
11.9	Declaration of vote on a show of hands; when poll demanded	19
11.10	Taking a poll	19
11.11	Continuation of business	19
11.12	Joint meetings	19
11.13	Other attendees	19
12.	SPECIAL MEETINGS.....	20
13.	VOTES OF SHAREHOLDERS .....	20
13.1	Voting rights	20
13.2	Voting rights of personal representatives, etc	21
13.3	Appointment of proxies	21
13.4	Voting by corporation	21
13.5	Validity of vote	22
13.6	Form and execution of instrument of proxy	22
13.7	Board to issue forms of proxy	22
13.8	Attorneys of shareholders	22
13.9	Rights of shareholder indebted to company in respect of other shares	22
13.10	Written approval to resolutions	23
13.11	Voting Rights of preference security holder	23
14.	DIRECTORS .....	23
14.1	Number and appointment of directors	23
14.2	Power to appoint directors	23
14.3	Remuneration of directors	24
14.4	Remuneration of directors for extra services	24
14.5	Travelling and other expenses	24
14.6	Retirement benefits	24
14.7	Directors may contract with Company	24
14.8	Director may hold other office	25
14.9	Exercise of voting power in other corporations	25
14.10	Directors may lend to the Company	25
15.	ALTERNATE DIRECTORS.....	25
15.1	Director may appoint alternate Director	25
15.2	Conditions of office of alternate Director	25
16.	VACATION OF OFFICE OF DIRECTOR.....	26
16.1	Vacation of office by Director	26
16.2	Directors who are employees of the Company	27

17.	ELECTION OF DIRECTORS.....	27
17.1	Retirement of Directors	27
17.2	Who must retire?	27
17.3	Nomination of Directors	27
18.	MANAGING DIRECTOR .....	27
18.1	Appointment of a Managing Director	27
18.2	Managing Director not to be subject to retirement by rotation	27
19.	PROCEEDINGS OF DIRECTORS .....	28
19.1	Procedures relating to Directors' meetings	28
19.2	Meetings by telephone or other means of communication	28
19.3	Votes at meetings	28
19.4	Convening of meetings	28
19.5	Chairman	28
19.6	Powers of meetings	28
19.7	Delegation of powers to committees	29
19.8	Proceedings of committees	29
19.9	Validity of acts	29
19.10	Resolution in writing	29
20.	POWERS OF THE BOARD .....	29
20.1	General powers of the board	29
20.2	Power to borrow and guarantee	30
20.3	Power to give security	30
20.4	Power to authorise debenture holders, etc to make calls	30
20.5	Power to issue securities	30
20.6	Personal liability of officer	30
20.7	Disposal of main undertaking	30
21.	BRANCH REGISTER .....	30
22.	THE SEAL.....	31
22.1	Execution of cheques, bills, etc	31
22.2	Company Seal is optional	31
22.3	Affixing the Seal	31
22.4	Execution of documents without a Seal	31
22.5	Other ways of executing documents	31
23.	MINUTES.....	31
23.1	Contents of minutes	31
23.2	Signing of minutes	31
24.	DIVIDENDS.....	32
24.1	Payment of dividend	32

24.2	Dividend plans	32
24.3	Employee share Plan	33
24.4	Interim dividends	33
24.5	Dividends out of profits	33
24.6	Reserves	33
24.7	Distribution otherwise than in cash	33
24.8	Power to capitalise profits	33
24.9	Appropriation and application of amounts to be capitalised	34
24.10	Transfer of shares	34
24.11	Retention of dividends	34
24.12	How dividends are payable	34
24.13	Unclaimed dividends	34
25.	NOTICES .....	34
25.1	Service of notices	34
25.2	When notice deemed to be served	35
25.3	Shareholder not known at registered address	35
25.4	Signature to notice	35
25.5	Reckoning of period of notice	35
25.6	Notice to transferor binds transferee	35
25.7	Service on deceased shareholders	35
25.8	Persons entitled to notice of general meeting	35
26.	WINDING UP .....	36
26.1	Distribution in specie	36
26.2	Variation of rights of contributories	36
26.3	Liability to calls	36
27.	INDEMNITY AND INSURANCE .....	36
27.1	Definitions for the purposes of rule 26	36
27.2	Indemnity in favour of Directors, Secretaries and executive officers	37
27.3	Indemnity for legal costs	37
27.4	Indemnity for employees	37
27.5	Indemnity for legal costs of employees	37
27.6	Proceedings	38
27.7	Insurance for the benefit of Directors, Secretaries and executive officers	38
27.8	Insurance for other officers	38
27.9	When insurance may not be provided by the Company	38
28.	PARTIAL TAKEOVERS .....	38
28.1	Interpretation	38
28.2	Approval of partial takeovers bids	39
29.	LISTING RULES .....	40
29.1	Company not admitted to official list of the Approved Stock Exchange	40

29.2	Company admitted to official list of the Approved Stock Exchange	40
30.	STAPLING PROVISIONS.....	40
30.1	Stapling of Shares and Units	40
30.2	Stapled Security Register	41
31.	CAPITAL RAISING AND TAKEOVER .....	42
31.1	Definitions for Clause 31	42
31.2	Capital Raising	43
31.3	Takeover	43

# A COMPANY LIMITED BY SHARES

Constitution  
of  
AUSTRALIAN PROPERTY GROWTH LIMITED

---

## 1. GENERAL

### 1.1 Name of Company

The name of the Company is Australian Property Growth Limited.

### 1.2 Liability of members

The liability of shareholders is limited.

### 1.3 Replaceable rules

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

## 2. DEFINITIONS AND INTERPRETATION

### 2.1 Definitions

In these rules unless it is inconsistent with the subject or context in which it is used:

‘ASIC’ means the Australian and Securities Investments Commission;

‘Approved Stock Exchange’ means any prescribed financial market and relevant market operator as prescribed by the Law and determined by the Board for the purposes of listing the Company and any Company’s Securities;

‘Board’ means the Directors for the time being of the Company;

‘Business Day’ means a day defined as such under the Listing Rules;

‘Business Rules’ means the business rules applicable to the operation or conduct of trading on any Approved Stock Exchange;

‘call’ includes any instalment of a call and any amount due on allotment of any share;

‘Chairman’ includes an acting Chairman under **rule 11**;

‘Committee’ means a Committee to which powers have been delegated by the Board pursuant to **rule 19.7**;

‘Company’ means Australian Property Growth Limited;

‘Director’ means a person appointed or elected from time to time to the office of Director of the Company in accordance with these rules and includes any alternate Director duly appointed as a Director;

‘Law’ means the *Corporations Act 2001* and the *Corporations Regulations 2001*;

**‘Listed’** in application to the Company, means that Company Securities are listed for quotation on the official list of any Approved Stock Exchange;

**‘Listing Rules’** means the listing rules, and any other rules of an Approved Stock Exchange which are applicable while the Company is Listed, each as amended or replaced from time to time, except to the extent of any express written waiver by the Approved Stock Exchange, as relevant;

**‘Managing Director’** means the person appointed to that position pursuant to **rule 18.1**;

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

**‘person’** and words importing persons include partnerships, associations and corporations unincorporated and incorporated by Ordinance, Act of Parliament or registration as well as individuals;

**‘Register’** means the register of shareholders of the Company and includes a branch register of shareholders established pursuant to **rule 21**;

**‘Registered address’** means the address of a shareholder specified on a transfer or any other address of which the shareholder notifies the Company as a place at which the shareholder will accept service of notices;

**‘Responsible Entity’** means the entity that acts in the capacity as responsible entity and manager of the Trust;

**‘Retiring Director’** means a Director who is required to retire under **rule 17.1** and a Director who ceases to hold office under **rule 17.2**;

**‘rules’** means the rules of this constitution as altered or added to from time to time;

**‘Seal’** means the common seal, if any, from time to time, of the Company;

**‘Secretary’** means a person appointed as secretary of the Company and includes any person appointed to perform the duties of secretary;

**‘Securities’** includes shares, rights to shares, options to acquire shares and other securities with rights of conversion to equity;

**‘security holder’** means a holder of Securities of the Company in accordance with the Law.

**‘Share’** means an ordinary share in the Company;

**‘shareholder’** means a shareholder of the Company in accordance with the Law;

**‘shareholders present’** means shareholders present at a general meeting of the Company in person or by duly appointed representative, proxy or attorney;

**‘Stapled’** means the state that results from Stapling;

**‘Stapled Security’** means one Share and one Unit which are stapled together and registered in the name of a shareholder;

**‘Stapled Security Register’** means the register of Stapled Security holders maintained under **rule 30**;

**‘Stapling’** means the linking together of all the rights and obligations which attach to a Stapled Security;

**‘Trust’** means Australian Property Growth Trust ARSN 109 093 816;

**‘Unit’** means an ordinary unit in the Trust;

**‘Unitholder’** means a person registered as the holder of a Unit;

**‘Unstaple’** means:

- (a) in relation to a Unit, not being Stapled to a Share; and
- (b) in relation to a Share, not being Stapled to a Unit;

‘writing’ and ‘written’ includes printing, typing, lithography and other modes of reproducing words in a visible form.

## **2.2 Interpretations**

- (a) Words and phrases which are given a special meaning by the Law have the same meaning in these rules unless a contrary intention appears.
- (b) Words in the singular include the plural and vice versa.
- (c) Words importing a gender include each other gender.
- (d) A reference to the Law or any other statute or regulations is to be read as though the words as modified or substituted from time to time’ were added to the reference.
- (e) A reference to the Listing Rules is to the Listing Rules as are in force from time to time in relation to the Company after taking into account any waiver or exemption which is in force either generally or in relation to the Company.
- (f) The headings do not affect the construction of these rules.
- (g) An expression used in a particular Part, Division, Schedule or regulation of the Law that is given by that Part, Division, Schedule or regulation a special meaning for the purpose of that Part, Division Schedule or regulation has, in any of these rules that deals with a matter dealt with by that Part, Division, Schedule or regulation, unless the contrary intention appears, the same meaning as in that Part, Division, Schedule or regulation.

## **3. SHARES**

### **3.1 Issue of shares and options**

- (a) Without prejudice to any special rights conferred on the holders of any shares, and subject to the Listing Rules, any share in the capital of the Company may be issued with preferred, deferred or other special rights, obligations or restrictions, whether in regard to dividends, voting, return of share capital, payment of calls or otherwise, as the Board may from time to time determine.
- (b) Except as provided by contract or these rules to the contrary, all unissued shares are under the control of the Board which may grant options on the shares, issue option certificates in respect of the shares, allot or otherwise dispose of the shares on the terms and conditions and for the consideration it thinks fit.
- (c) The Company shall maintain a register of Securities and options in accordance with the Law.
- (d) The Company must have its securities register audited in accordance with the Listing Rules.
- (e) If the Company appoints a registry to maintain its securities register as required by rule 3.1(b) of this Constitution, the Company is responsible for ensuring the registry carries out the obligations required under the Law and the Listing Rules.

### **3.2 Power to pay commission and brokerage**

The Company may pay a commission to any person in consideration of the person subscribing or agreeing to subscribe, whether absolutely or conditionally, for any shares in the Company, or

procuring or agreeing to procure subscriptions, whether absolutely or conditionally, for any shares in the Company. The commission may be paid or satisfied in cash or in shares, debentures or debenture stock of the Company or otherwise. The Company may in addition to or instead of commission pay any brokerage permitted by law.

### **3.3 Directors may participate**

Any Director or any person who is an associate of a Director for the purposes of the Listing Rules may participate in any issue by the Company of Securities unless the Director is precluded from participating by the Listing Rules.

### **3.4 Surrender of shares**

In its discretion, the Board may accept a surrender of shares by way of compromise of any question as to whether or not those shares have been validly issued or in any other case where the surrender is within the powers of the Company. Any shares surrendered may be sold or re-issued in the same manner as forfeited shares.

### **3.5 Joint holders**

Where 2 or more persons are registered as the holders of any shares, they are deemed to hold the shares as joint tenants with benefits of survivorship subject to the following provisions:

- (a) **Number of holders** - the Company is not bound to register more than 3 persons as the holders of the shares (except in the case of trustees, executors or administrators of a deceased shareholder);
- (b) **Liability for payments** - the joint holders of the shares are liable severally as well as jointly in respect of all payments which ought to be made in respect of the shares;
- (c) **Death of joint holder** - on the death of any one of the joint holders, the survivor is the only person recognised by the Company as having any title to the shares but the Board may require evidence of death;
- (d) **Power to give receipt** - any one of the joint holders may give a receipt for any dividend, bonus or return of capital payable to the joint holders;
- (e) **Notices and certificates** - only the person whose name stands first in the Register as one of the joint holders of the shares is entitled, if the Company is required by the Law or the Listing Rules to issue certificates for shares, to delivery of a certificate relating to the shares or to receive notices from the Company and any notice given to that person is deemed notice to all the joint holders;
- (f) **Votes of joint holders** - any one of the joint holders may vote at any meeting of the Company either personally or by duly authorised representative, proxy or attorney, in respect of the shares as if that joint holder was solely entitled to the shares. If more than one of the joint holders are present at any meeting personally or by duly authorised representative, proxy or attorney, the joint holder who is present whose name stands first in the Register in respect of the shares is entitled alone to vote in respect of the shares.

### **3.6 Non-recognition of equitable interests, etc.**

Except as otherwise provided in these rules, the Company is entitled to treat the registered holder of any share as the absolute owner of the share and is not, except as ordered by a Court or as required by statute, bound to recognise (even when having notice thereof) any equitable or other claim to or interest in the share or the part of any other person.

### **3.7 Restricted securities**

- (a) Restricted Securities may not be disposed of during the escrow period except as permitted by the Listing Rules or the Approved Stock Exchange.
- (b) If the Company at any time has on issue any Restricted Securities, the Company shall, except as permitted by the Listing Rules or the Approved Stock Exchange, refuse to acknowledge, deal with, accept or register any sale, assignment or transfer of any of such Restricted Securities which is or might be in breach of the Listing Rules or any escrow agreement entered into by the Company under the Listing Rules in relation thereto.
- (c) In the event of a breach of the Listing Rules or of any escrow agreement entered into by the Company under the Listing Rules in relation to Restricted Securities, the member holding the shares in question shall, notwithstanding any rights attached to such shares, cease to be entitled to any dividend or distribution and to any voting rights in respect of those shares for so long as the breach subsists.
- (d) Any escrow agreement entered into by the Company with a security holder must be in accordance with and maintained in accordance with the Listing Rules.

### **3.8 Issue of redeemable preference shares**

Subject to the Law, any preference shares may be issued on the terms that they are, or at the option of the Company, are liable, to be redeemed and otherwise on such terms and in such manner as the Board determines before the issue.

### **3.9 Variation of rights**

The rights attached to any class of shares (unless otherwise provided by the terms of issue of the shares of that class) may, whether or not the Company is being wound up, and subject to the Listing Rules, be varied with the consent in writing of members with at least 75% of the votes in the class, or with the sanction of a special resolution passed at a separate meeting of the holders of the shares of that class.

### **3.10 Issue of new preference shares**

The rights conferred upon the holders of the shares of any class issued with preferred or other rights are, unless otherwise expressly provided by the terms of issue of the shares of that class, deemed not to be varied by the creation or issue of further shares ranking equally with the first-mentioned shares.

### **3.11 Other rights for holders of preference Securities**

A holder of a preference Security must be entitled to:

- (a) a dividend at a commercial rate in preference to holders of ordinary securities;
- (b) a return of capital in preference to holders of ordinary securities if the Company is wound up or ended;
- (c) the same rights as a holder of an ordinary security in relation to receiving notices, reports and audited accounts and attending meetings; and
- (d) no voting rights other than as set out in **rule 3.12**.

### **3.12 Voting Rights**

Only whilst the Company has no other class of Securities on issue, the holder of a redeemable preference share will be entitled to full voting rights, as if they were the holder of Ordinary Shares.

## 4. CERTIFICATES

### 4.1 Certificates/uncertificated holdings

While the Company is admitted to the official list of the Approved Stock Exchange the following applies:

- (a) Subject to **rule 3.5(e)**, where the Company is required by the Law or the Listing Rules to issue certificates for shares, every shareholder is entitled, without payment, to one certificate for the shares registered in that shareholder's name or to several certificates in reasonable denominations, each for a part of the shares.
- (b) The Company may send any certificate to a shareholder by prepaid post addressed to the shareholder at that shareholder's Registered address or as is otherwise directed by the shareholder and every certificate so sent shall be at the risk of the shareholder entitled thereto.
- (c) If the Board wishes to issue certificates for shares, or where the Company is required by the Law or the Listing Rules to issue certificates for shares, share certificates are to be issued under the Seal or by authority of the Board (whether or not in accordance with **rule 22.4**) in any form prescribed by the Board permitted under the Law and are to be signed in any manner determined by the Board.
- (d) If a certificate is worn out or defaced, upon production of the certificate to the Company, the Board may order it to be cancelled and may issue a new certificate;
- (e) If a certificate is lost, stolen or destroyed, upon the giving of such indemnity (if any) and any evidence that the certificate has been lost, stolen or destroyed which the Board may require and upon the payment of any fee the Board may from time to time determine, a new certificate may be issued instead of the lost, stolen or destroyed certificate. A certificate issued to replace a certificate which has been lost, stolen or destroyed may be endorsed as having been issued instead of a lost, stolen or destroyed certificate.
- (f) The Company must issue the replacement certificate within 3 Business Days after it receives the original certificate or evidence under **rule 4.1(e)**.

### 4.2 The Company need not issue certificates

Notwithstanding any other provision in these rules, when the Company is admitted to the official list of the Approved Stock Exchange the Board may determine not to issue a certificate for any security or may determine to cancel such a certificate without issuing any certificate in its place, if that determination is not contrary to the Law or the Listing Rules or the Business Rules or is required by Listing Rules or the Business Rules.

### 4.3 Computerised trading

- (a) The Board may do anything it considers necessary or desirable and which is permitted under the Law, the Listing Rules and the Business Rules to facilitate the involvement by the Company in any computerised or electronic system established or recognised by the Law or the Listing Rules for the purposes of facilitating dealings in securities.
- (b) If the Company is involved in a system of the kind described in **rule 4.3(a)**, the Company must comply with and give effect to the Listing Rules and the Business Rules applying in relation to that system.

### 4.4 Cancellation of certificates

Where the Board of the Company has pursuant to **rule 4.2** determined not to issue certificates for securities or to cancel existing certificates, a security holder has the right to receive such statements

of the holdings of the security holder as are required to be distributed to a security holder under the Law, the Listing Rules or the Business Rules.

## **5. CALLS**

### **5.1 Power to make calls**

Subject to the terms upon which any shares may have been issued, the Board may make calls from time to time upon the shareholders in respect of all moneys unpaid on their shares. Each shareholder is liable to pay the amount of each call in the manner, at the time and at the place specified by the Board. Calls may be made payable by instalments.

### **5.2 Obligation for calls**

The Company may make arrangements on the issue of shares for a difference between the holders of those shares in the amount of calls to be paid and the time of payment of the calls.

### **5.3 When a call is made**

A call is deemed to have been made at the time when the resolution of the Board authorising the call was passed. Subject to the Listing Rules, the call may be revoked or postponed at the discretion of the Board at any time prior to the date on which payment in respect of the call is due.

### **5.4 Interest on the late payment of calls**

If any sum payable in respect of a call is not paid on or before the date for payment, the shareholder from whom the sum is due is to pay interest on the unpaid amount from the due date to the date of payment at the rate the Board from time to time determines. The Board may waive the whole or part of any interest paid or payable under this rule.

### **5.5 Instalments**

Subject to any notice requirements under the Listing Rules, if, by the terms of an issue of shares, any amount is payable in respect of any shares by instalments, every instalment is payable as if it is a call duly made by the Board of which due notice had been given, and, subject thereto, all provisions of these rules with respect to the payment of calls and of interest or to the forfeiture of shares for non-payment of calls or with respect to liens or charges apply to the instalment and to the shares in respect of which it is payable.

### **5.6 Payment in advance of calls**

If the Board thinks fit it may receive from any shareholder all or any part of the moneys unpaid on all or any of the shares held by that shareholder beyond the sums actually called up and then due and payable either as a loan repayable or as a payment in advance of calls. The Company may pay interest on the moneys advanced at the rate and on the terms agreed by the Board and the shareholder paying the sum in advance.

### **5.7 Non-receipt of notice of call**

Notice of any call shall be in writing including such information as the Law and Listing Rules may require, but the non-receipt of a notice of any call by, or the accidental omission to give notice of any call to, any shareholder does not invalidate the call.

## **6. FORFEITURE AND LIEN**

### **6.1 Notice requiring payment of sums payable**

Subject to the Listing Rules, if any shareholder fails to pay any sum payable on or in respect of any Stapled Security, either for allotment money, calls or instalments, on or before the day for payment, the Board may, at any time after the day specified for payment whilst any part of the sum remains unpaid, serve a notice on the shareholder requiring that shareholder to pay the sum together with interest accrued and all expenses incurred by the Company by reason of the non-payment.

### **6.2 Time and place for payment**

The notice referred to in **rule 6.1** is to name a day on or before which the sum, interest and expenses (if any) are to be paid and the place where payment is to be made. The notice is also to state that, in the event of non-payment at or before the time and at the place specified, the shares in respect of which the sum is payable will be liable to be forfeited.

### **6.3 Forfeiture on non-compliance with notice**

If there is non-compliance with the requirements of any notice given pursuant to **rule 6.1**, any shares in respect of which notice has been given may, at any time after the day specified in the notice for payment whilst any part of allotment moneys, calls, instalments, interest and expenses (if any) remains unpaid, be forfeited by a resolution of the Board to that effect. The forfeiture is to include all dividends, interest and other moneys payable by the Company in respect of the forfeited shares and not actually paid before the forfeiture.

### **6.4 Notice of forfeiture**

When any share forfeited, notice of the resolution of the Board is to be given to the shareholder in whose name it stood immediately prior to the forfeiture, and an entry of the forfeiture and the date of forfeiture is to be made in the Register. Failure to give notice or make the entry as required by this rule does not invalidate the forfeiture.

### **6.5 Disposal of forfeited shares**

Any forfeited share is deemed to be the property of the Company and, subject to the Listing Rules, the Board may sell or otherwise dispose of or deal with the share in any manner it thinks fit and with or without any money paid on the share by any former holder being credited as paid up.

### **6.6 Annulment of forfeiture**

The Board may, at any time before any forfeited share is sold or otherwise disposed of, annul the forfeiture of the share upon any condition it thinks fit.

### **6.7 Liability notwithstanding forfeiture**

Any shareholder whose shares have been forfeited is, notwithstanding the forfeiture, liable to pay and is obliged forthwith to pay to the Company all sums of money, interest and expenses owing upon or in respect of the forfeited shares at the time of forfeiture, together with expenses and interest from that time until payment at the rate the Board from time to time determines. The Board may enforce the payment or waive the whole or part of any sum paid or payable under this rule as it thinks fit.

## **6.8 Company's lien or charge**

The Company has a first and paramount lien or charge for unpaid calls, instalments, reasonable interest due in relation to any calls or instalments and any amounts the Company is called upon by law to pay (and has paid) in respect of the shares of a shareholder upon shares registered in the name of the shareholder in respect of which the calls, instalments and interest are due and unpaid or in respect of which the amounts are paid and upon the proceeds of sale of the shares. The lien or charge extends to all dividends from time to time declared in respect of the shares provided that, if the Company registers a transfer of any shares upon which it has a lien or charge without giving the transferee notice of any claim it may have at that time, the shares are freed and discharged from the lien or charge of the Company in respect of that claim.

## **6.9 Sale of shares to enforce lien**

The Company may do all such things as may be necessary or appropriate for it to do under the Business Rules or the Listing Rules to effect a transfer or to protect any lien, charge or other right to which it may be entitled under any law or these rules.

## **6.10 Title of shares forfeited or sold to enforce lien**

- (a) In a sale or a re-allotment of forfeited shares or in the sale of shares to enforce a lien or charge, an entry in the Board's minute book that the shares have been forfeited, sold or re-allotted in accordance with these rules is sufficient evidence of that fact as against all persons entitled to the shares immediately before the forfeiture, sale or re-allotment of the shares. The Company may receive the purchase money or consideration (if any) given for the shares on any sale or re-allotment.
- (b) In a re-allotment, a certificate signed by a Director or the Secretary to the effect that the shares have been forfeited and the receipt of the Company for the price of the shares constitutes a good title to them.
- (c) In a sale, the Company may appoint a person to execute or effect a transfer in favour of the person to whom the shares are sold.
- (d) Upon the issue of the receipt or the execution of the transfer the person to whom the shares have been re-allotted or sold is to be registered as the holder of the shares, discharged from all calls or other money due in respect of the shares prior to the re-allotment or purchase and the person is not bound to see to the regularity of the proceedings or to the application of the purchase money or consideration; nor is the person's title to the shares affected by any irregularity or invalidity in the proceedings relating to the forfeiture, sale or re-allotment.
- (e) The net proceeds of any sale or re-allotment are to be applied first in payment of all costs of or in relation to the enforcement of the lien or charge or the forfeiture (as the case may be) and of the sale or re-allotment, next in satisfaction of the amount in respect of which the lien exists as is then payable to the Company (including interest) and the residue (if any) paid to, or at the direction of, the person registered as the holder of the shares immediately prior to the sale or re-allotment or to the person's executors, administrators or assigns upon the production of any evidence as to title required by the Board.
- (f) If a certificate for the shares is not produced to the Company, the Board may, where the Company is required by the Law or the Listing Rules to issue certificates for shares, issue a new certificate distinguishing it from the certificate (if any) which was not produced.

## **7. LIMITATION OF ENTITLEMENT**

### **7.1 Prescribed value limit**

In this rule the term ‘the prescribed value’ shall mean 15% of the issued Shares in the Company. Except as provided in this rule, a person shall not, either alone or together with any other person, acquire Shares if any person who is not entitled to Shares or is entitled to not more than the prescribed value would immediately after the acquisition be entitled to more than the prescribed value.

### **7.2 Director’s consent**

The restriction contained in **rule 7.1**, shall not apply to or in relation to an acquisition or holding of a Share or Shares with respect to:

- (a) which the Board has given its prior written consent, which it may grant or withhold in its absolute discretion and subject to any conditions which the Board in its absolute discretion may impose;
- (b) any Shares issued pursuant to a dividend reinvestment plan activated by the Company;
- (c) any right/entitlement issue of Shares by the Company; or
- (d) any other issue for which the Board has resolved this **rule 7** does not apply.

### **7.3 Relevant interest**

For the purposes of this rule a person shall be taken to acquire a Share (in this **rule 7.3** referred to as ‘the Share concerned’) if:

- (a) the person acquires a relevant interest in the Share concerned as a direct or indirect result of a transaction entered into by their or on their behalf in relation to the Share concerned or in relation to any other Securities; or
- (b) the person acquires any legal or equitable interest in Shares or in any other Securities and, as a direct or indirect result of the acquisition, another person acquires a relevant interest in the Share concerned.

### **7.4 Person concerned**

For the purposes of this rule the Share or Shares to which a person (in this **rule 7** and **rule 7.5** referred to as the ‘person concerned’) is entitled includes:

- (a) Shares in which the person concerned has a relevant interest; and
- (b) Shares in which a person who is an associate of the person concerned has a relevant interest.

### **7.5 Associate**

A reference in **rule 7.4** to a person who is an associate of the person concerned shall be construed as a reference to:

- (a) if the person is a corporation:
  - (i) a director or secretary of the corporation;
  - (ii) a corporation that is related to the person concerned; or
  - (iii) a director or secretary of such a related corporation;

- (b) a person with whom the person concerned has, or proposes to enter into, an agreement, arrangement, understanding or undertaking, whether formal or informal and whether express or implied:
  - (i) by reason of which the first-mentioned person, or the person concerned, may exercise, directly or indirectly control the exercise of, or may substantially influence the exercise of, any voting power attached to the Shares;
  - (ii) under which the first-mentioned person may acquire from the person concerned, or the person concerned may acquire from the first-mentioned person, Shares; or
  - (iii) under which the first-mentioned person, or the person concerned, may be required to dispose of Shares in accordance with the directions of the person concerned, or of the first-mentioned person, as the case may be;
- (c) a person in concert with whom the person concerned is acting, or proposes to act, in relation to the acquisition or proposed acquisition of Shares;
- (d) a person with whom the person concerned is, or proposes to become, associated, whether formally or informally, in any other way in relation to the Shares; or
- (e) if the person concerned has entered into, or proposes to enter into, a transaction, or has done, or proposes to do, any other act or thing, with a view to becoming associated with another person as mentioned in **rules 7.5(b), (c) or (d)** above, that other person.

## 7.6 Control

Subject to this **rule 7.6**, a person has a relevant interest in a Share for the purposes of this rule if that person has power:

- (a) to exercise, or control the exercise of, the right to vote attached to that Share; or
- (b) to dispose of, or to exercise control over the disposal of, that Share,

however, a relevant interest in a Share shall be disregarded:

- (c) if the Share is subject to a trust, the relevant interest is that of a trustee; and
- (d) the trustee is a bare trustee.

For the purposes of **rule 7.6(d)** above, a trustee shall not be taken not to be a bare trustee by reason only of the fact that the trustee is entitled in his capacity as a trustee to be remunerated out of the income or property of the trust.

## 7.7 Power of Board

- (a) The Board may, within the limitations of **rule 9.5**, decline to allot or to register any transfer or transmission of a Share if in the Board's opinion, the allotment or registration thereof would or might result in or have the effect of causing an infringement or contravention of **rule 7.1**.
- (b) Where the Board is satisfied that a person has acquired Shares in such circumstances as might or would in the opinion of the Board result in or have the effect of causing an infringement or contravention of **rule 7.1**, the Board may do either or both of the following:
  - (i) by notice in writing to such person, require the person to dispose of the Shares so acquired, or any part thereof, (in this **rule 7.7** referred to as the 'specified Shares') within such time as is specified in the notice, provided that in the absence of any such requirement by the Board, the person concerned shall not be entitled in any way to set aside or cancel the transaction whereby they acquired the specified Shares, nor to claim any refund or to otherwise recover any monies paid in respect thereto; and

- (ii) prohibit the exercise of any voting or other rights attached to such Shares and in the event of an exercise or purported exercise of such rights the same shall be disregarded for all purposes.
- (c) If the requirements of any such notice are not complied with by the person to whom the notice is addressed within the time specified in the notice, the Board may cause the specified Shares to be sold on the Approved Stock Exchange if they are officially quoted or, if they are not so quoted, in such other manner as the Board may determine.
- (d) The Board may:
  - (i) appoint a person to execute as transferor a transfer in respect of any Shares sold in accordance with the provisions of **rule 7.7(c)** and to receive and give good discharge of the purchase money thereof; and
  - (ii) register the transfer notwithstanding that the certificate (if one has been issued) for such Shares may not have been delivered to the Board in which event the previous certificate (if any) shall be deemed to have been cancelled.

## **7.8 Board not liable**

Nothing in **rule 7** shall render the Board liable or responsible by reason of any person acquiring Shares in contravention of **rule 7** or failing to comply with the obligations imposed by **rule 7**.

## **7.9 Request for information**

- (a) The Board, before or at any time after allotting any Shares or approving or rejecting any transfer or transmission of Shares or at any other time and from time to time, may, by notice in writing to the applicant, allottee, transferee, transmittee or shareholder, require the person (or, where such person is a corporation, a competent officer thereof) to furnish the Board such information or evidence (on oath or otherwise verified if the Board should so require) as the Board may consider likely to be of assistance in determining whether or not such person is eligible to become or remain a Shareholder.
- (b) Without limiting **rule 7.9(a)** above, the Board may, at any time by notice in writing, require a Shareholder within 2 Business Days after service of the notice, to furnish to the Board:
  - (i) a statement in writing setting out:
    - (A) full particulars of the person's relevant interests in Shares ('the Shares') and of the circumstances by reason of which the person has that interest; and
    - (B) so far as it lies within his knowledge:
      - (I) full particulars of the name and address of every other person (if any) who has a relevant interest in any of the Shares;
      - (II) full particulars of each such interest and of the circumstances by reason of which the other person has that interest; and
      - (III) full particulars of the name and address of each person (if any) who has given to the Shareholder instructions in relation to any matter concerning the Shares and of those instructions, and the date or dates on which those instructions were given; and
    - (C) a true copy of every letter, agreement, declaration of trust, deed and, without limitation, document in the person's possession or within the person's control creating, evidencing or referring to the interest of every other person (if any) who has a relevant interest in any of the Shares held by the person.

- (ii) where the Board received, pursuant to a notice under **rule 7.9** information that another person has a relevant interest in any of the Shares; or another person has given instructions in relation to any matter concerning the Shares; a statement in writing setting out:
  - (A) full particulars of any relevant interest that the person has in any of the Shares and of the circumstances by reason of which the person has that interest; and
  - (B) so far as it lies within the person's knowledge:
    - (I) full particulars of the name and address of every other person (if any) who has a relevant interest in any of the Shares;
    - (II) full particulars of each such interest and of the circumstances by reason of which the other person has that interest; and
    - (III) full particulars of the name and address of each person (if any) who has given to the person to whom the notice is addressed instructions in relation to any matter concerning the Shares and of those instructions, and the date or dates on which those instructions were given; and
  - (C) a true copy of every letter, agreement, declaration of trust, deed and without limitation document in the person's possession or within the person's control creating, evidencing or referring to the interest of every other person (if any) who has a relevant interest in any of the Shares.
- (c) If the requirements of any notice referred to above are not complied with within the time so specified, the Board may:
  - (i) refuse to register a transfer of the Shares within the limitations of **rule 9.5**;
  - (ii) prohibit the exercise of any voting or other rights attached to the Shares and in the event of any exercise or purported exercise of such rights the same shall be disregarded for all purposes;
  - (iii) suspend the payment of any dividend or other monies payable on or in respect of the Shares;
  - (iv) cause the Shares to be sold upon any the Approved Stock Exchange if they are officially quoted or at such place as the Board determines and at a price which the Board, acting in good faith, determines or accepts.
- (d) In the event of any Shares being sold pursuant to **rule 7**, the Board may:
  - (i) appoint a person to execute on behalf of a Shareholder the transfer of the Shares and to receive and to give a good discharge for the purchase money;
  - (ii) register the transfer notwithstanding that the certificates for the Shares (if any) may not have been delivered to the Board and issue a new certificate (if appropriate) to the transferee, in which event the previous certificate shall be deemed to have been cancelled.
- (e) The purchase money in respect of the Shares so sold less the expenses of sale shall be paid to the person in whose name the Shares were registered immediately prior to the sale thereof. After the purchaser's name has been entered into the Register in respect of the Shares, the title of the purchaser to the Shares shall not be called into question on any legal ground in relation to the terms of this **rule 7**.

## **8. PAYMENTS BY THE COMPANY**

### **8.1 Payments by the Company**

If any law of any place imposes or purports to impose any immediate or future or possible liability on 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 securities held either jointly or solely by any holder or in respect of any transfer of those securities or in respect of any interest, dividends, bonuses or other moneys due or payable or accruing due or which may become due or payable to the holder by the Company on or in respect of any securities or for or on account or in respect of any holder of securities, whether in consequence of:

- (a) the death of the holder;
- (b) the non-payment of any income tax or other tax by the holder;
- (c) the non-payment of any estate, probate, succession, death, stamp or other duty by the holder or the trustee, executor or administrator of that holder or by or out of the holder's estate;
- (d) any assessment of income tax against the Company in respect of interest or dividends paid or payable to the holder; or
- (e) any other act or thing,

the Company may exercise any of the rights set out in **rule 8.2**.

### **8.2 Rights of the Company**

In each of the situations described in rules **8.1(a) to (e)**, the Company:

- (a) is to be fully indemnified from all liability by the holder or the holder's trustee, executor or administrator and by any person who becomes registered as the holder of the securities on the distribution of the deceased holder's estate;
- (b) has a lien or charge upon the securities for all moneys paid by the Company in respect of the securities under or in consequence of any law;
- (c) has a lien upon all dividends payable in respect of the securities registered in the Register as held either jointly or solely by the holder for all moneys paid by the Company in respect of the securities under or in consequence of any law, together with interest at a rate the Board may determine from time to time from the date of payment to the date of repayment, and may deduct or set off against any dividends payable any moneys paid by the Company together with interest;
- (d) may recover as a debt due from the holder or the holder's trustee, executor or administrator or any person who becomes registered as the holder of the securities on the distribution of the deceased holder's estate, any moneys paid by the Company under or in consequence of any law which exceed any dividend, bonus or other money then due or payable by the Company to the holder together with interest at a rate the Board may determine from time to time from the date of payment to the date of repayment; and
- (e) may, if any money is paid by the Company under any law but subject to the Listing Rules, refuse to register a transfer of any securities by the holder or the holder's trustee, executor or administrator until the money and interest is set off or deducted or, in case the money and interest exceeds the amount of any dividend then due or payable by the company to the holder, until the excess is paid to the Company.

### **8.3 No prejudice to the Company**

Nothing in rules 8.1 or 8.2 prejudices or affects any right or remedy which any law confers on the Company, and, as between the Company and each holder, each holder's trustee, executor, administrator and estate, any right or remedy which the law confers on the Company, is enforceable by the Company.

## **9. TRANSFER AND TRANSMISSION OF SECURITIES**

### **9.1 Instrument of transfer**

Subject to these rules, a security holder may transfer all or any of the security holder's securities:

- (a) in any manner required or permitted by the Listing Rules or the Business Rules applying in relation to any computerised or electronic system established or recognised by the Listing Rules or the Law for the purpose of facilitating dealings in securities, including a transfer that may be effected pursuant to the Business Rules or other electronic transfer process; and
- (b) by any instrument in writing in any usual or common form or in any other form that the Board approves.

### **9.2 Registration procedure**

Where an instrument of transfer referred to in rule 9.1 is to be used by a security holder to transfer securities the following provisions apply:

- (a) it must be executed by or on behalf of both the transferor and the transferee unless it is a sufficient transfer of marketable securities within the meaning of the Law;
- (b) the instrument of transfer must be left for registration at the share registry of the Company, accompanied by the certificate for the securities to which it relates (if any) and such information as the Board properly requires to show the right of the transferor to make the transfer, and in that event, the Company must, subject to the powers vested in the Board by these rules, register the transferee as a security holder;
- (c) the Company must register all registrable transfer forms, split certificates, renunciations and transfers, issue certificates and transmission receipts and mark or note transfer forms without charge except in the case the Company issues a certificate for securities where the issue of a certificate is to replace a lost or destroyed certificate;
- (d) on registration of a transfer of securities, the Company must cancel the old certificate (if any).

### **9.3 Completion of registration**

- (a) Except in the case of a transfer made in accordance with the Business Rules, a transferor of securities remains the holder of the securities transferred until the transfer (if any) is registered and the name of the transferee is entered in the Register in respect of the securities. The right to any dividends declared on any shares subject to a transfer will be determined by reference to the record date for the purposes of that dividend and the date of registration of the transfer.
- (b) The Company must comply with such obligations as may be imposed on it by the Listing Rules and Business Rules in connection with any transfer of securities.

#### **9.4 Closing register**

Subject to the provisions of the Law, the Listing Rules and the Business Rules, the Register may be closed at any time the Board thinks fit.

#### **9.5 Right to refuse registration**

Notwithstanding any other provisions contained in these rules, the Company may in the Board's absolute discretion and without assigning any reason therefore, refuse to register or prevent or interfere with the registration of a transfer of Securities in the Company while it is not admitted to the official list of the Approved Stock Exchange, and when it is admitted to the official list of the Approved Stock Exchange the Company may only refuse to register or prevent or interfere with the registration of a transfer of securities in the Company where permitted or required by any of the Listing Rules or Business Rules.

#### **9.6 Transmission by death**

The trustee, executor or administrator of a deceased shareholder (who is not one of several joint holders) is the only person recognised by the Company as having any title to securities registered in the name of the deceased shareholder provided that the Board may, subject to compliance by the transferee with these rules, register any transfer signed by a shareholder prior to the shareholder's death notwithstanding that the Company has notice of the shareholder's death.

#### **9.7 Transmission by operation of law**

A person ('transmittee') who establishes to the satisfaction of the Board that the right to any securities has devolved on the transmittee by will or by operation of law may be registered as a shareholder in respect of the securities or may (subject to the provisions in these rules relating to transfers) transfer the securities provided that the Board has the same right to refuse to register the transmittee as if the transmittee was the transferee named in an ordinary transfer presented for registration.

### **10. GENERAL MEETINGS**

#### **10.1 General meetings**

- (a) General meetings of the Company may be called by the Board and held in the manner determined by the Board. Except as permitted by the Law, no other person may convene a general meeting of the Company. By resolution of the Board, any general meeting (other than a general meeting which has been requisitioned or called by shareholders or by a single Director if permitted by the Law) may be cancelled or postponed prior to the date on which it is to be held.
- (b) The Chairman of a general meeting may refuse admission to, or require to leave and remain out of, the meeting any person:
  - (i) in possession of a pictorial-recording or sound-recording device;
  - (ii) in possession of a placard or banner;
  - (iii) in possession of an object considered by the Chairman to be dangerous, offensive or liable to cause disruption;
  - (iv) who refuses to produce or to permit examination of any object, or the contents of any object or container, in the person's possession;
  - (v) who behaves or threatens to behave in a dangerous, offensive or disruptive manner; or
  - (vi) who is not:

- (A) a shareholder or a proxy, attorney or representative of a shareholder;
  - (B) a Director; or
  - (C) an auditor of the Company.
- (c) A person, whether or not a shareholder, who is requested by the Board or the Chairman to attend a general meeting, is entitled to be present.

## **10.2 Notice of general meeting**

- (a) Not less than 28 days notice of a general meeting, or such other period prescribed by the Law, may be given by the Board in the form and in the manner the Board thinks fit including notice of any general meeting at which the Board proposes or these rules require that an election of Directors be held. Notice of meetings shall be given to the shareholders, the Directors, the Approved Stock Exchange and to such persons as are entitled to receive notice under these rules, the Law or the Listing Rules. The non-receipt of a notice of any general meeting by, or the accidental omission to give notice to, any person entitled to notice does not invalidate any resolution passed at that meeting.
- (b) If the meeting is to be held at 2 or more places the notice is to set out details of the technology that will be used to facilitate such a meeting and any other matters required to be stated by the Law in relation to the use of such technology.

## **11. PROCEEDINGS OF MEETINGS**

### **11.1 Business of general meetings**

The business of an annual general meeting is to receive and consider the financial and any other reports required by the Law to be laid before each annual general meeting, to elect Directors in the place of those retiring under these rules, when relevant to appoint an auditor, and to transact any other business which, under these rules, is required to be transacted at any annual general meeting. All other business transacted at an annual general meeting and all business transacted at other general meetings is deemed to be special. Except with the approval of the Board, with the permission of the Chairman or pursuant to the Law, no person may move at any meeting either:

- (a) in regard to any special business of which notice has been given under **rule 10.2**, any resolution or any amendment of a resolution; or
- (b) any other resolution which does not constitute part of special business of which notice has been given under **rule 10.2**.

The auditors and their representative are entitled to attend and be heard on any part of the business of a meeting which concerns the auditors. The auditors or their representative, if present at the meeting, may be questioned by the shareholders, as a whole, about the audit.

### **11.2 Quorum**

Two shareholders present constitute a quorum for a general meeting. No business may be transacted at any meeting except the election of a Chairman and the adjournment of the meeting unless the requisite quorum is present at the commencement of the business.

### **11.3 Adjournment in absence of quorum**

If within 15 minutes after the time specified for a general meeting a quorum is not present, the meeting, if convened upon a requisition by shareholders or called by shareholders, is to be dissolved, and in any other case it is to be adjourned to the same day in the next week (or, where that day is not a business day, the business day next following that day) at the same time and place

and if, at the adjourned meeting, a quorum is not present within 30 minutes after the time specified for holding the meeting, the meeting is to be dissolved.

#### **11.4 Chairman**

- (a) Subject to **rule 11.12**, the Chairman of the Board is entitled to take the chair at every general meeting.
- (b) Subject to **rule 11.12**, if at any general meeting:
  - (i) the Chairman of the Board is not present at the specified time for holding the meeting; or
  - (ii) the Chairman of the Board is present but is unwilling to act as Chairman of the meeting,the deputy Chairman of the Board is entitled to take the chair at the meeting.
- (c) If at any general meeting:
  - (i) there is no Chairman of the Board or deputy Chairman of the Board;
  - (ii) the Chairman of the Board and deputy Chairman of the Board are not present at the specified time for holding the meeting; or
  - (iii) the Chairman of the Board and the deputy Chairman of the Board are present but each is unwilling to act as Chairman of the meeting,the Directors present may choose another Director as Chairman of the meeting and if no Director is present or if each of the Directors present are unwilling to act as Chairman of the meeting, a shareholder chosen by the shareholders present is entitled to take the chair at the meeting.

#### **11.5 Acting Chairman**

If during any general meeting the Chairman acting pursuant to **rule 11.4** is unwilling to act as chairman for any part of the proceedings, the Chairman may withdraw as Chairman during the relevant part of the proceedings and may nominate any person who immediately before the general meeting was a Director or who has been nominated for election as a Director at the meeting to be acting Chairman of the meeting during the relevant part of the proceedings. Upon the conclusion of the relevant part of the proceedings the acting Chairman is to withdraw and the Chairman is to resume acting as Chairman of the meeting.

#### **11.6 General conduct of meeting**

Except as provided by the Law, the general conduct of each general meeting of the Company and the procedures to be adopted at the meeting are as determined by the Chairman. The Chairman may at any time the Chairman considers it necessary or desirable for the proper and orderly conduct of the meeting demand the cessation of debate or discussion on any business, question, motion or resolution being considered by the meeting and require the business, question, motion or resolution to be put to a vote of the shareholders present. The Chairman may require the adoption of any procedure which is in the Chairman's opinion necessary or desirable for the proper and orderly casting or recording of votes at any general meeting of the Company, whether on a show of hands or on a poll.

#### **11.7 Adjournment**

The Chairman may at any time during the course of the meeting adjourn from time to time and place to place the meeting or any business, motion, question or resolution being considered or remaining to be considered by the meeting or any debate or discussion and may adjourn any business, motion, question, resolution, debate or discussion either to a later time at the same

meeting or to an adjourned meeting. If the Chairman exercises a right of adjournment of a meeting pursuant to this rule, the Chairman has the sole discretion to decide whether to seek the approval of the shareholders present to the adjournment and, unless the Chairman exercises that discretion, no vote may be taken by the shareholders present in respect of the adjournment. No business may be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

### **11.8 Voting**

- (a) Each question submitted to a general meeting is to be decided in the first instance by a show of hands of the shareholders present and entitled to vote. In the case of an equality of votes, the Chairman, both on a show of hands and at a poll, has no casting vote in addition to the vote or votes to which the Chairman may be entitled as a shareholder or as a proxy, attorney or duly appointed representative of a shareholder.
- (b) On a show of hands, where the Chairman has 2 or more appointments that specify different ways to vote on a resolution, the Chairman must not vote as a proxy.

### **11.9 Declaration of vote on a show of hands; when poll demanded**

- (a) At any meeting, unless a poll is demanded, a declaration by the Chairman that a resolution has been passed or lost, having regard to the majority required, and an entry to that effect in the book to be kept of the proceedings of the Company signed by the Chairman of that or the next succeeding meeting, is conclusive evidence of the fact, without proof of the number or proportion of the votes recorded in favour of or against the resolution. A poll may be demanded:
  - (i) before a vote is taken;
  - (ii) before the voting results on a show of hands are declared; or
  - (iii) immediately after the voting results on a show of hands are declared.
- (b) A poll may be demanded by:
  - (i) the Chairman;
  - (ii) at least 5 shareholders present entitled to vote on the resolution;
  - (iii) by a shareholder or shareholders present with at least 5% of the votes that may be cast on the resolution on a poll.
- (c) No poll may be demanded on the election of a Chairman of a meeting.

### **11.10 Taking a poll**

If a poll is demanded as provided in **rule 11.9**, it is to be taken in the manner and at the time and place as the Chairman directs, and the result of the poll is deemed to be the resolution of the meeting at which the poll was demanded. The demand for a poll may be withdrawn. In the case of any dispute as to the admission or rejection of a vote, the Chairman's determination in respect of the dispute made in good faith is final.

### **11.11 Continuation of business**

A demand for a poll does not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded. A poll demanded on any question of adjournment is to be taken at the meeting immediately and without adjournment.

### **11.12 Joint meetings**

Where Stapling applies, a general meeting of the Company may be held in conjunction with a meeting of Unitholders (**Joint Meeting**) and the Company may, subject to the Law, make such

rules for the conduct and operation of Joint Meetings as it sees fit. For the purposes of removing doubt:

- (a) a single notice of meeting may be used where the Company intends to convene a Joint Meeting;
- (b) a single proxy form may be used through which a vote or votes may be made by proxies appointed by the shareholders or Unitholders at a Joint Meeting;
- (c) only persons who are the holders of a Stapled Security shall be entitled to vote at any Joint Meeting;
- (d) subject to rule 11.12(e), Responsible Entity shall, be entitled to, in writing, appoint a person to chair a Joint Meeting; and
- (e) holders of Stapled Securities present at a Joint Meeting called by the Company must elect a holder of Stapled Securities present to chair the Joint Meeting (or part of it) if:
  - (i) a chairperson has not previously been appointed to chair the Joint Meeting; or
  - (ii) a previously appointed chairperson is not available, or declines to act for the Joint Meeting (or part of the Joint Meeting).

### **11.13 Other attendees**

While Stapling applies, each director or other representative of the Responsible Entity, as well as invitees of the chairman of the Responsible Entity may attend and speak at any Joint Meeting.

## **12. SPECIAL MEETINGS**

All the provisions of these rules as to general meetings apply to any special meeting of any class of shareholders which may be held pursuant to the operation of these rules or the Law.

## **13. VOTES OF SHAREHOLDERS**

### **13.1 Voting rights**

- (a) Subject to the restrictions on voting from time to time affecting any class of shares and subject to **rules 3.5(f), 13.4 and 13.8**:
- (b) on a show of hands, each shareholder present has one vote;
- (c) where a shareholder has appointed 2 persons as proxies for that shareholder, neither proxy may vote on a show of hands;
- (d) where a person is entitled to vote by virtue of **rule 13.3** in more than one capacity, that person is entitled only to one vote on a show of hands; and
- (e) if the person appointed as proxy has 2 or more appointments that specify different ways to vote on a resolution, the proxy must not vote on a show of hands; and
- (f) on a poll, each shareholder present:
  - (i) has one vote for each fully paid share held; and
  - (ii) has for each share which is not fully paid a fraction of a vote equivalent to the proportion which the amount paid up, but not credited as paid up, on that share bears to the total of the amounts paid and payable (excluding amounts credited) on that share.

### 13.2 Voting rights of personal representatives, etc

Any person entitled under **rules 9.6 or 9.7** to transfer any shares may vote at a general meeting in the same manner as if the person were the registered holder of the shares provided that at least 48 hours before the time of holding the meeting at which the person proposes to vote the person has satisfied the Board of the person's right to transfer the shares, unless the Board has previously admitted the person's right to vote at the meeting in respect of the shares.

### 13.3 Appointment of proxies

- (a) Any shareholder entitled to vote at a general meeting may appoint a proxy. Any shareholder who is entitled to cast 2 or more votes at a general meeting may appoint not more than 2 proxies to vote at a general meeting on that shareholder's behalf and may, but need not, direct the proxy or proxies how to vote in relation to each or any resolution.
- (b) The Company must record in the minutes of a general meeting, in respect of each resolution in the notice of meeting, the total number of proxy votes exercisable by all proxies validly appointed and:
  - (i) if the resolution is decided on a show of hands - the total number of proxy votes in respect of which the appointment specified that:
    - (A) the proxy is to vote for the resolution;
    - (B) the proxy is to vote against the resolution;
    - (C) the proxy is to abstain on the resolution;
    - (D) the proxy is to vote at the proxy's discretion.
  - (ii) if the resolution is decided on a poll - the information specified in **rule 13.3(b)(i)** and the total number of votes cast on the poll:
    - (A) in favour of the resolution;
    - (B) against the resolution;
    - (C) abstaining on the resolution.
- (c) A proxy need not be a shareholder in the Company.
- (d) Where a shareholder appoints 2 proxies and each proxy is not appointed to represent a specified proportion of the shareholder's voting rights, then each proxy may exercise half of the shareholder's voting rights.
- (e) The instrument appointing a proxy (and the power of attorney, if any, under which it is signed or proof of the power of attorney to the satisfaction of the Board) must be deposited duly stamped (if necessary) at the Office, faxed to the Office or deposited, faxed or sent by electronic mail to any other place specified in the notice of meeting at least 48 hours (or a lesser period as the Board may determine and stipulate in the notice of meeting) before the time for holding the meeting or adjourned meeting or poll at which the person named in the instrument proposes to vote.
- (f) No instrument appointing a proxy is, except as provided in this rule, valid after the expiration of 12 months after the date of its execution. Any shareholder may deposit at the Office an instrument duly stamped (if necessary) appointing a proxy and the appointment is valid for all or any stipulated meetings of the Company.

### 13.4 Voting by corporation

Any corporation, being a shareholder and entitled to vote, may by resolution of its directors or other governing body or by an instrument of proxy authorise any person, though not a shareholder of the Company, or any person occupying a particular office from time to time, to act as its representative at meetings, and such representative is, in accordance with their authority and until

their authority is revoked by the corporation which they represent, entitled to exercise the same powers on behalf of the corporation which they represent as that corporation could exercise if it were a natural person who was a shareholder.

### **13.5 Validity of vote**

A vote given in accordance with the terms of an instrument of proxy or power of attorney is valid notwithstanding the previous death or unsoundness of mind of the principal or revocation of the instrument of proxy or power of attorney or transfer of the shares in respect of which the vote is given, provided no notice in writing of the death, unsoundness of mind, revocation or transfer has been received at the Office before the meeting or any adjourned meeting. A proxy is not revoked by the principal attending and taking part in the meeting, unless the principal actually votes at the meeting on the resolution for which the proxy is proposed to be used.

### **13.6 Form and execution of instrument of proxy**

- (a) An instrument appointing a proxy is required to be in writing signed by the appointor or the attorney of the appointor or, if the appointor is a corporation, under its common seal or signed by a duly authorised officer and in the form which the Board may from time to time prescribe to accept. The instrument of proxy is deemed to include the right to demand or join in demanding a poll and (except to the extent to which the proxy is specifically directed to vote for or against any proposal) the power to act generally at the meeting for the person giving the proxy.
- (b) An instrument appointing a proxy, unless the contrary is stated, is valid for any adjournment of the meeting, as well as for the meeting to which it relates. Any duly signed proxy which is incomplete may be completed by the Secretary on authority from the Board and the Board may authorise completion of the proxy by the insertion of the name of any member of the Board as the person in whose favour the proxy is given.

### **13.7 Board to issue forms of proxy**

The Board may issue with any notice of general meeting of shareholders or any class of shareholders forms of proxy for use by the shareholders. Each form shall make provision for the shareholder to write in the name of the person or persons to be appointed as proxy and may provide that, if the shareholder does not so write in one or more names, the proxy shall be one or more persons named on the form. The form may include the names of any of the Directors or of any other persons as suggested proxies. The forms are to be worded so that a proxy may be directed to vote either for or against each or any of the resolutions to be proposed.

### **13.8 Attorneys of shareholders**

Any shareholder may, by duly executed power of attorney, appoint an attorney to act on the shareholder's behalf at all or certain specified meetings of the Company. Before the attorney is entitled to act under the power of attorney, the power of attorney or proof of the power of attorney to the satisfaction of the Board must be produced for inspection at the Office or any other place the Board may determine from time to time together, in each case, with evidence of the due execution of the power of attorney as required by the Board. The attorney may be authorised to appoint a proxy for the shareholder granting the power of attorney.

### **13.9 Rights of shareholder indebted to company in respect of other shares**

Subject to any restrictions from time to time affecting the right of any shareholder or class of shareholders to attend any meeting, a shareholder holding a share in respect of which for the time being no call is due and payable to the Company is entitled to be present at any general meeting and to vote and be reckoned in a quorum notwithstanding that any call is then due and payable to

the Company by the shareholder in respect of any other share held by the shareholder provided that, upon a poll, a shareholder is only entitled to vote in respect of shares held by the shareholder upon which, at the time when the poll is taken, no call is due and payable to the Company.

### **13.10 Written approval to resolutions**

- (a) Subject to any contrary provision in the Law, any resolution which is required to be passed or approved at a general meeting of shareholders or any class of shareholders shall be deemed to have been so passed or approved if a written instrument containing such resolution is approved or consented to as evidenced by the execution of such instrument by all shareholders or, as applicable, any class of shareholders, and such resolution shall be deemed to have been passed or approved on the date when the last shareholder shall have executed that instrument.
- (b) Separate copies of an instrument may be used for execution purposes if the wording of the resolution contained in the instrument is the same in all copies.
- (c) A facsimile transmission or other document produced by mechanical or electronic means under the name of a shareholder with the shareholder's authority is deemed to be a written instrument executed by the shareholder.

### **13.11 Voting Rights of preference security holder**

Except as provided in rule 3.12, and unless otherwise agreed by the Approved Stock Exchange, the holder of a preference security must only have a right to vote:

- (a) while all or part, of a dividend in relation to the preference security is in arrears;
- (b) on a proposal to reduce the Company's share capital;
- (c) on a resolution to approve the terms of a buy-back agreement;
- (d) on a proposal that affects rights attached to the preference shares;
- (e) on a proposal to wind up the Company;
- (f) on a proposal for the disposal of the Company's main undertaking; or
- (g) during the winding up of the Company.

## **14. DIRECTORS**

### **14.1 Number and appointment of directors**

- (a) The names of the first Directors are those persons named as directors in the application for registration of the Company.
- (b) The number of Directors (not including alternate Directors) is required to be the number, not being less than 3 nor more than 10, which the Board may from time to time determine provided that the Board may not reduce the number below the number of Directors in office at the time of the reduction.
- (c) All Directors are required to be natural persons.

### **14.2 Power to appoint directors**

The Board has the power at any time to appoint any person as a Director, either to fill a casual vacancy or as an addition to the Board but so that the number of Directors does not exceed the maximum number determined pursuant to **rule 14.1(b)**. Any Director appointed under this rule may hold office only until the next annual general meeting of the Company and is then eligible for

election at that meeting but is not to be taken into account in determining the number of Directors who are to retire by rotation at the meeting.

#### **14.3 Remuneration of directors**

- (a) Subject to **rule 14.3(b)**, the Directors are to be paid out of the funds of the Company as remuneration for their services as Directors, such sum accruing from day to day as the Company in general meeting determines to be divided among them in such proportion and manner as they agree or in default of agreement equally.
- (b) Subject to **rule 18.1**, the Directors' remuneration for their services as Directors is by fixed sum and not a commission on or percentage of profits or operating revenue and may not be increased except at a general meeting where particulars of the proposed increase have been given to the shareholders in the notice convening the meeting.
- (c) The notice of general meeting called to increase the remuneration of the Directors must include any content requirements prescribed by the Law or the Listing Rules.

#### **14.4 Remuneration of directors for extra services**

Any Director who devotes special attention to the business of the Company, or who otherwise performs services which in the opinion of the Board are outside the scope of the ordinary duties of a Director, or who at the request of the Board engages in any journey on the business of the Company, may be paid extra remuneration as determined by the Board.

#### **14.5 Travelling and other expenses**

Every Director is, in addition to any other remuneration provided for in these rules, entitled to be paid from Company funds all reasonable travel, accommodation and other expenses incurred by the Directors in attending meetings of the Company or of the Board or of any Committees or while engaged on the business of the Company.

#### **14.6 Retirement benefits**

Any Director may be paid a retirement benefit, as determined by the Board, in accordance with the Law and the Listing Rules. The Board is authorised to make arrangements with any Director with respect to the payment of retirement benefits in accordance with this rule.

#### **14.7 Directors may contract with Company**

- (a) A Director is not disqualified by the office of Director from contracting or entering into any arrangement with the Company or any other person either as vendor, purchaser or otherwise and no contract or arrangement entered into with the Company or any other person by a Director or any contract or arrangement entered into by or on behalf of the Company or any other person in which a Director is in any way interested may be avoided for that reason. A Director is not liable to account to the Company for any profit realised by any contract or arrangement, by reason of holding the office of Director or of the fiduciary relationship established by the office.
- (b) No Director may as a Director vote in respect of any contract or arrangement in which the Director has directly or indirectly any material personal interest if to do so would be contrary to the Law and if the Director does vote his vote may not be counted nor shall the Director be counted in the quorum present at the meeting but either or both of these prohibitions may at any time be relaxed or suspended to any extent by ordinary resolution passed at a general meeting, if permitted by the Law.

- (c) To the extent and in the manner required by the Listing Rules, the Company shall inform the Approved Stock Exchange of any material contract or arrangement involving a Director's interests.
- (d) A Director who is interested in any contract or arrangement may, notwithstanding the interest, attest the affixing of the Seal to, or otherwise executing any document evidencing or otherwise connected with the contract or arrangement.

#### **14.8 Director may hold other office**

- (a) A Director may hold any other office or position under the Company (except that of auditor) in conjunction with the office of Director, on terms and at a remuneration in addition to remuneration (if any) as a Director, as the Board approves.
- (b) A Director may be or become a director of or hold any other office or position under any corporation promoted by the Company, or in which it may be interested, whether as a vendor or shareholder or otherwise, or with any other corporation or organisation, and the Director is not accountable for any benefits received as a director or shareholder of or holder of any other office or position under that corporation or organisation.

#### **14.9 Exercise of voting power in other corporations**

The Board may exercise the voting power conferred by the shares in any corporation held or owned by the Company as the Board thinks fit (including the exercise of the voting power in favour of any resolution appointing the Directors or any of them directors of that corporation or voting or providing for the payment of remuneration to the directors of that corporation) and a Director of the Company may vote in favour of the exercise of those voting rights notwithstanding that the Director is, or may be about to be appointed, a director of that other corporation and may be interested in the exercise of those voting rights.

#### **14.10 Directors may lend to the Company**

Any Director 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 corporation in which the Company may be interested without being disqualified in respect of the office of Director and without being liable to account to the Company for the commission or profit.

### **15. ALTERNATE DIRECTORS**

#### **15.1 Director may appoint alternate Director**

- (a) Subject to these rules, each Director has power from time to time to appoint any person to act as an alternate Director in the Director's place, whether for a stated period or periods or until the happening of a specified event or from time to time, whenever by absence or illness or otherwise the Director is unable to attend to duties as a Director.
- (b) The Director must first seek and obtain the consent of the Board to the appointment, which consent is not to be unreasonably withheld nor delayed. The appointment is to be in writing and signed by the Director and a copy of the appointment is to be given by the appointing Director to the Company by forwarding or delivering it to the Office.
- (c) The appointment takes effect immediately upon receipt of the appointment at the Office.

#### **15.2 Conditions of office of alternate Director**

The following provisions apply to an alternate Director:

- (a) the alternate Director may be removed or suspended from office upon receipt at the Office of written notice, letter, facsimile transmission or other form of visible communication from the Director by whom the alternate Director was appointed to the Company;
- (b) the alternate Director is entitled to receive notice of meetings of the Board and to attend and vote at the meetings if the Director by whom the alternate Director was appointed is not present;
- (c) the alternate Director is entitled to exercise all the powers (except the power to appoint an alternate Director) and perform all duties of a Director, in so far as the Director by whom the alternate Director was appointed had not exercised or performed them;
- (d) the alternate Director is not, unless the Board otherwise determines (without prejudice to the right to reimbursement for expenses pursuant to **rule 14.5**) entitled to receive any remuneration as a Director from the Company, and any remuneration (not including remuneration authorised by the Board or reimbursement for expenses) paid to the alternate Director by the Company is to be deducted from the remuneration of the Director by whom the alternate Director was appointed;
- (e) the office of the alternate Director is vacated upon the vacation of office by the Director, or by written resignation being given to the Company by the Director, by whom the alternate Director was appointed;
- (f) the alternate Director is not to be taken into account in determining the number of Directors or rotation of Directors; and
- (g) the alternate Director is, while acting as a Director, responsible to the Company for the alternate Director's own acts and defaults and is not to be deemed to be the agent of the Director by whom the alternate Director was appointed.

## 16. VACATION OF OFFICE OF DIRECTOR

### 16.1 Vacation of office by Director

- (a) The office of a Director is vacated:
  - (i) upon the Director becoming an insolvent under administration, suspending payment generally to creditors or compounding with or assigning the Director's estate for the benefit of creditors;
  - (ii) upon the Director becoming a person of unsound mind or a person who is a patient under laws relating to mental health or whose estate is administered under laws relating to mental health;
  - (iii) upon the Director being absent from meetings of the Board during a period of 3 consecutive calendar months without leave of absence from the Board where the Board has not, within 14 days of having been served by the Secretary with a notice giving particulars of the absence, resolved that leave of absence be granted;
  - (iv) upon the Director resigning office by notice in writing to the Company;
  - (v) upon the Director being removed from office pursuant to the Law; or
  - (vi) upon the Director being prohibited from being a Director by reason of the operation of the Law.
- (b) A Director who vacates office pursuant to **rule 16.1** is not to be taken into account in determining the number of Directors who are to retire by rotation at any annual general meeting.

## **16.2 Directors who are employees of the Company**

The office of a Director who is an employee of the Company and/or any of its subsidiaries becomes vacant upon the Director ceasing to be employed (so that they are no longer employed by the Company or any subsidiary of the Company) but the person concerned is eligible for reappointment or re-election as a Director of the Company.

## **17. ELECTION OF DIRECTORS**

### **17.1 Retirement of Directors**

Without prejudice to **rules 14.2 and 16.1(b)**, at every annual general meeting, one third of the Directors (other than any Managing Director) or, if their number is not a multiple of 3, then the number nearest to but not less than one third must retire from office. A Director (other than a Director who is a Managing Director) must retire from office at the conclusion of the third annual general meeting after which the Director was elected or re-elected. A Retiring Director retains office until the dissolution or adjournment of the meeting at which the Retiring Director retires.

### **17.2 Who must retire?**

The Directors to retire pursuant to **rule 17.1** are the Directors or Director longest in office since last being elected. As between Directors who were elected on the same day the Directors to retire are (in default of agreement between them) determined by ballot. The length of time a Director has been in office is calculated from the Director's last election or appointment. A Retiring Director is eligible for re-election.

### **17.3 Nomination of Directors**

No person (other than a Retiring Director) is eligible for election to the office of Director at any general meeting unless the person or some shareholder intending to nominate the person has given notice in writing signed by the nominee giving consent to the nomination and signifying either candidature for the office or the intention of the shareholder to nominate the nominee. To be valid, the notice is required to be left at the Office not less than the period permitted by the Listing Rules, before the meeting unless the nominee has been recommended by the Board for election, in which case the notice is required to be left at the Office at least 5 business days before the meeting.

## **18. MANAGING DIRECTOR**

### **18.1 Appointment of a Managing Director**

The Board may from time to time appoint one of the Board to be Managing Director (who may bear that title or any other title determined by the Board) for a period ending on the happening of events (if any) stipulated by the Board, at a remuneration which may be by way of salary or commission on or participation in profits or by any or all of these methods (but not by a commission on or percentage of operating revenue) and otherwise on terms as determined by the Board from time to time. The Board may confer upon a Managing Director any of the powers exercisable under these rules by the Board as it thinks fit and upon any conditions it thinks expedient but the conferring of powers by the Board upon a Managing Director does not exclude the exercise of those powers by the Board.

### **18.2 Managing Director not to be subject to retirement by rotation**

A Managing Director is not subject to retirement as a Director by rotation while continuing to hold the office of Director and is not to be taken into account in determining the rotation or retirement of Directors or the number of Directors to retire, but is subject to the same provisions as to

resignation and removal as the other Directors of the Company. A Managing Director ceases to be a Managing Director if the Managing Director ceases to hold office as a Director.

## **19. PROCEEDINGS OF DIRECTORS**

### **19.1 Procedures relating to Directors' meetings**

- (a) The Board may meet together, upon each Director being given reasonable notice, for the dispatch of business, adjourn and otherwise regulate its meetings as it thinks fit.
- (b) Three Directors form a quorum until otherwise determined by the Board.
- (c) Notice is deemed to have been given to a Director and all Directors are hereby deemed to have consented to the method of giving notice if notice is sent by mail, personal delivery, facsimile transmission or by electronic mail to the usual place of residence, fax number or electronic address of the Director (if any, fax number or electronic address is notified to the Company) or at any other address given to the Secretary by the Director from time to time, subject to the right of the Director to withdraw their consent within a reasonable period before a meeting.

### **19.2 Meetings by telephone or other means of communication**

The Directors may meet either in person or by telephone or by other means of communication consented to by all Directors subject to the right of a Director to withdraw their consent within a reasonable period before a meeting. All persons participating in the meeting must be able to hear and be heard by all other participants. A meeting conducted by telephone or other means of communication is deemed to be held at the place agreed upon by the Directors attending the meeting, provided that at least one of the Directors present at the meeting is at that place for the duration of the meeting.

### **19.3 Votes at meetings**

- (a) Questions arising at any meeting of the Board are decided by a majority of votes. In the case of an equality of votes, the chairman of the meeting has a casting vote in addition to the chairman's deliberative vote.
- (b) The Chairman must not exercise a casting vote at any meeting where only two of the Directors are entitled to vote.

### **19.4 Convening of meetings**

The Chairman or the Board may at any time convene a meeting of the Board and the Secretary must do so if directed by any one Director.

### **19.5 Chairman**

The Board may elect a Chairman and a deputy Chairman of its meetings and determine the period for which each is to hold office. If no Chairman or deputy Chairman is elected or if at any meeting the Chairman and the deputy Chairman are not present at the time specified for holding the meeting (or, if being present, the relevant Directors refuse to act as Chairman or deputy Chairman), the Directors present may choose one of their number to be Chairman of the meeting.

### **19.6 Powers of meetings**

A meeting of the Board or any adjournment of a meeting at which a quorum is present is competent to exercise any of the authorities, powers and discretions for the time being vested in or exercisable by the Board.

## **19.7 Delegation of powers to committees**

The Board may, subject to the constraints imposed by law, delegate any of its powers to Committees consisting of one or more Directors or any other person or persons as the Board thinks fit. Any Committee formed or person or persons appointed to the Committee must, in the exercise of the powers delegated, conform to any regulations that may from time to time be imposed by the Board. A delegate of the Board may be authorised to sub-delegate any of the powers for the time being vested in the delegate.

## **19.8 Proceedings of committees**

The meetings and proceedings of any Committee are to be governed by the provisions of these rules for regulating the meetings and proceedings of the Board so far as they are applicable and are not superseded by any regulations made by the Board under **rule 19.7**.

## **19.9 Validity of acts**

- (a) All acts done at any meeting of the Board or by a Committee or by any person acting as a Director are, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any of the Directors or the Committee or the person acting as a Director or that any of them were disqualified, as valid as if every person had been duly appointed and was qualified and continued to be a Director or a member of the Committee (as the case may be).
- (b) If the number of Directors is reduced below the minimum number fixed pursuant to these rules, the continuing Directors may act for the purpose of increasing the number of Directors to that number or of calling a general meeting of the Company but for no other purpose.

## **19.10 Resolution in writing**

- (a) A resolution in writing of which notice has been given to all Directors and which is signed by all of the Directors entitled to vote on the resolution is as valid and effectual as if it had been passed at a meeting of the Board duly called and constituted and may consist of several documents in the same form each signed by one or more of the Directors.
- (b) For the purposes of this rule, the references to ‘**Directors**’ include any alternate Director for the time being present in Australia who is appointed by a Director not for the time being present in Australia but does not include any other alternate Director.
- (c) A facsimile transmission or other document produced by mechanical or electronic means under the name of a Director with the Director’s authority is deemed to be a document in writing signed by the Director.

## **20. POWERS OF THE BOARD**

### **20.1 General powers of the board**

The management and control of the business and affairs of the Company are vested in the Board, which (in addition to the powers and authorities conferred upon them by these rules) may exercise all powers and do all things as are within the power of the Company and are not by these rules or by the Law directed or required to be exercised or done by the Company in general meeting.

## **20.2 Power to borrow and guarantee**

Without limiting the generality of **rule 20.1**, the Board may exercise all the powers of the Company to raise or borrow money, may guarantee the debts or obligations of any person and may enter into any other financing arrangement, in each case in the manner and on the terms it thinks fit.

## **20.3 Power to give security**

Without limiting the generality of **rule 20.1**, the Board may charge any property or business of the Company or any of its uncalled capital and may issue debentures or give any other security for a debt, liability or obligation of the Company or of any other person, in each case, in the manner and on the terms it thinks fit.

## **20.4 Power to authorise debenture holders, etc to make calls**

Without limiting the generality of **rule 20.1**, if any uncalled capital of the Company is included in or charged by any debenture, mortgage or other security, the Board may, by instrument under the Seal, or other appropriate instrument, authorise the person in whose favour the debenture, mortgage or other security is executed or any other person in trust for him to make calls on the shareholders in respect of that uncalled capital and to sue in the name of the Company or otherwise for the recovery of moneys becoming due in respect of calls made and to give valid receipts for those moneys, and the authority subsists during the continuance of the debenture, mortgage or other security, notwithstanding any change in the Directors, and is assignable if so expressed.

## **20.5 Power to issue securities**

Any bonds, debentures or other securities may be issued with or without the right of or obligation on the holder thereof to exchange the same in whole or in part of shares in the Company at a certain or uncertain time or with any special privileges as to redemption, surrender, drawings, allotment of shares, attending and voting at general meetings of the Company, appointment of Directors and otherwise and generally with such rights and options and upon such conditions in all respects as the Board thinks fit.

## **20.6 Personal liability of officer**

If the Board or any member thereof or any officer of the Company becomes personally liable for the payment of any sum primarily due from the Company, the Board may execute or cause to be executed any charge or security over or affecting the whole or any part of the assets of the Company by way of indemnity to secure the persons or person so becoming liable as aforesaid from any loss in respect of such liability.

## **20.7 Disposal of main undertaking**

Any sale or disposal of the Company's main undertaking is conditional upon approval or ratification by the Company in general meeting. No person who may benefit (other than as a holder of securities issued by the Company) from the sale or disposal, and no associate of such person, may vote on any resolution to approve or ratify the sale or disposal.

## **21. BRANCH REGISTER**

The Company may cause to be kept a branch register of shareholders in accordance with, and as permitted by the Law.

## **22. THE SEAL**

### **22.1 Execution of cheques, bills, etc**

All cheques, bills of exchange and promissory notes are to be signed, drawn, made, accepted or endorsed (as the case may be) for and on behalf of the Company by 2 directors, or by one Director and the Secretary or some other officer authorised by the Board, or in such other manner as the Board may from time to time determine.

### **22.2 Company Seal is optional**

The Company may have a Seal.

### **22.3 Affixing the Seal**

If the Company has a Seal, the Board is to provide for its safety and it should only be used by the authority of the Board. Every instrument to which the Seal is affixed is to be signed by a Director and countersigned by the Secretary or by a second Director or by another person appointed by the Board for the purpose. The Board may determine either generally or in any particular case that a signature may be affixed by a mechanical means specified in the determination.

### **22.4 Execution of documents without a Seal**

The Company may execute a document, including a deed, by having the document signed by:

- (a) two Directors;
- (b) a Director and the Secretary, and

if the Company executes a deed, the document is to be expressed to be executed as a deed and be executed in accordance with the appropriate procedures set out in **rule 22.3** or this rule.

### **22.5 Other ways of executing documents**

Notwithstanding the provisions of **rules 22.3** and **22.4**, any document including a deed, may also be executed by the Company in any other manner permitted by law.

## **23. MINUTES**

### **23.1 Contents of minutes**

The Board must ensure that minutes are duly recorded in any manner it thinks fit:

- (a) of the names of the Directors present at each meeting of the Board and of any Committees; and
- (b) of all resolutions and proceedings of general meetings of the Company and of meetings of the Board and any Committees.

### **23.2 Signing of minutes**

The minutes of any meeting of the Board or of any Committee or of the Company, if purporting to be signed by the Chairman of the meeting or by the Chairman of the next succeeding meeting, are prima facie evidence of the matters stated in the minutes.

## 24. DIVIDENDS

### 24.1 Payment of dividend

The Board may from time to time determine that a dividend is payable to the shareholders. The dividend is (subject to the rights of, or any restrictions on, the holders of shares created or raised under any special arrangement as to dividend) payable on all shares pro rata to the total amount for the time being paid, but not credited as paid, in respect of the shares as a proportion of the total of the amounts then paid and payable thereon, excluding amounts credited, and may be paid at a rate per annum in respect of a specified period provided that (for the purposes of this rule) no amount paid on a share in advance of calls is to be treated as paid on that share.

### 24.2 Dividend plans

- (a) The Board may establish and maintain one or more dividend plans (including the establishment of rules) pursuant to which shareholders may elect with respect to some or all of their shares (subject to the rules of the relevant plan):
  - (i) to reinvest in whole or in part dividends paid or payable or which may become payable by the Company to the shareholder in cash by subscribing for shares in the capital of the Company;
  - (ii) to receive a dividend from the Company by way of the allotment of shares paid up from such account or reserves from which shares may be issued under the Law;
  - (iii) that dividends from the Company not be paid and that instead a payment or distribution other than a dividend be made by the Company;
  - (iv) that cash dividends from the Company not be paid and that instead a cash dividend be received from a related corporation nominated by the Board;
  - (v) to participate in a dividend plan, including but not limited to a plan pursuant to which shareholders may elect to receive a dividend from the Company or any related corporation which is less in amount but franked to a greater extent than the ordinary cash dividend that would be payable by the Company or any related body corporate or to receive a dividend from the Company or any related body corporate which is greater in amount but franked to a lesser extent than the ordinary cash dividend that would be payable by the Company or any related body corporate.
- (b) Pursuant to a dividend plan established in accordance with **rule 24.2(a)**, any shareholder may elect for a specified period or for a period to be determined by specified notice (in either case determined by the Board and prescribed in the rules of the plan) that all or some of the ordinary shares held by that shareholder and designated by the shareholder in accordance with the rules of the plan (**‘designated shares’**) will participate in the dividend plan. During that period the designated shares will be entitled to participate in the dividend plan subject to the rules of the dividend plan.
- (c) In the event of any inconsistency between any dividend plan established in accordance with **rule 24.2(a)** or rules of any dividend plan and these rules these rules shall prevail.
- (d) The Board is authorised to do all things which they consider to be desirable or necessary for the purpose of implementing every dividend plan established in accordance with **rule 24.2(a)**.
- (e) The Board is authorised to vary the rules of any dividend plan established in accordance with **rule 24.2(a)** at their discretion and to suspend or terminate any dividend plan at their discretion. Any dividend plan may also be suspended, terminated or varied by resolution of a general meeting of the Company.

### **24.3 Employee share Plan**

Subject to the Listing Rules, the Board may, in addition to its powers under **rule 24.8**, resolve to apply the whole or a portion of any sum, standing to the credit of any reserve or other account in paying up in full unissued shares of the Company to be issued to the holders of shares, options or other securities of the Company in accordance with, or to give effect to, the terms of any plan for the issue of shares, rights to shares or options to acquire shares to or for the benefit of employees which has been approved by the Company by special resolution in general meeting.

### **24.4 Interim dividends**

The Board may from time to time pay to the shareholders on account of the next forthcoming dividend any interim dividend as in its judgment the position of the Company justifies.

### **24.5 Dividends out of profits**

No dividend is payable except out of the profits of the Company, and no dividend or other moneys payable on or in respect of a share carries interest as against the Company. The declaration of the Board as to the amount of the profits of the Company is conclusive.

### **24.6 Reserves**

The Board may, in priority to any dividend, set aside out of the profits of the Company any sums as it thinks proper as a reserve, which at the discretion of the Board may be applicable for any purpose to which the profits of the Company may be properly applied, and pending application may be employed in the business of the Company or be invested in any investments the Board may from time to time think fit. Any income derived from or accretions to such shares, Securities or other investments may either be carried to the credit of the reserve fund or reserve funds represented by such shares, securities or other investments or be dealt with as profits arising from the business of the Company.

### **24.7 Distribution otherwise than in cash**

When declaring a dividend the Board may:

- (a) direct payment of the dividend wholly or in part by the distribution of specific assets or documents of title and in particular of paid up shares, debentures or debenture stock of the Company or any other company; and
- (b) (if the Company in general meeting has approved the adoption of a dividend plan), determine and announce that each shareholder entitled to participate in the dividend may elect that the payment of the dividend be satisfied in respect of all, or a number of shares less than all of the shares held by the shareholder by the allotment of paid up shares in accordance with the dividend plan.

### **24.8 Power to capitalise profits**

Subject to the Listing Rules, the Board may resolve that the whole or any portion of any sum forming part of the undivided profits of the Company or standing to the credit of any reserve or other account and which is available for distribution, be capitalised and distributed to shareholders in the same proportions in which they would be entitled to receive it if distributed by way of dividend or in accordance with either the terms of issue of any shares or the terms of any plan for the issue of securities for the benefit of officers or employees. All or any part of the sum is to be applied on the behalf of shareholders either in paying up the amounts for the time being unpaid on any issued shares held by them, or in paying up in full unissued shares or other securities the Company (of an aggregate amount equal to the amount capitalised) which are to be issued to them accordingly, or partly in one way or partly in the other.

## **24.9 Appropriation and application of amounts to be capitalised**

The Board may specify the manner in which any fractional entitlements and any difficulties relating to distribution are to be dealt with and, without limiting the generality of the foregoing, may specify that fractions are to be disregarded or that any fractional entitlements are to be increased to the next whole number or that payments in cash in lieu of fractional entitlements be made. The Board may make all necessary appropriations and applications of the amount to be capitalised pursuant to **rule 24.8** and all necessary allotments and issues of fully paid shares or debentures. Where required, the Board may appoint a person to sign a contract on behalf of the shareholders entitled upon a capitalisation to any shares or debentures, which provides for the issue to them, credited as fully paid of any further shares or debentures or for the payment by the Company on their behalf of the 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.

## **24.10 Transfer of shares**

A transfer of shares registered after the transfer books close for dividend purposes, but before a dividend is payable, does not pass the right to any dividend fixed for payment before the books are closed.

## **24.11 Retention of dividends**

The Board may retain the dividends payable on shares which any person is under **rules 9.6** or **9.7** entitled to transfer until the person becomes registered as a shareholder in respect of the shares or duly transfers them. The Board may also retain any dividends on or in respect of which (or on or in respect of the shares upon which any such dividend is payable) the Company has a lien or charge under **rule 6.8** and may apply the same in or towards satisfaction of the calls, instalments or sums owing in respect of which the lien or charge exists.

## **24.12 How dividends are payable**

Payment of any dividend may be made in any manner and by any means as determined by the Board. Without prejudice to any other method of payment which the Board may adopt any dividend may be paid by cheque or warrant made payable to the shareholder entitled to the dividend or in the case of joint holders to the shareholder whose name stands first in the Register in respect of the joint holding. Payment in any dividend may be made by sending the cheque, warrant or other means of payment to the shareholder entitled to the dividend through the post to the shareholder's Registered address, and upon posting every payment of any dividend is at the risk of the shareholder.

## **24.13 Unclaimed dividends**

All unclaimed dividends may be invested or otherwise made use of by the Board for the benefit of the Company until claimed or otherwise disposed of according to law.

# **25. NOTICES**

## **25.1 Service of notices**

A notice may be given by the Company to any shareholder, or in the case of joint holders to the shareholder whose name stands first in the Register, personally, by leaving it at the shareholder's Registered address or by sending it by prepaid post or to the shareholder's Registered address or by sending it to the facsimile transmission address or electronic address nominated by the shareholder (if any). All notices to persons whose registered address is not in Australia are to be sent by pre-paid post by airmail, by fax or in some other way that ensures they will be received quickly.

## **25.2 When notice deemed to be served**

Any notice sent by post is deemed to have been served at the expiration of 48 hours after the envelope containing the notice is posted and, in proving service, it is sufficient to prove that the envelope containing the notice was properly addressed and posted. Any notice served on a shareholder personally or left at the shareholder's Registered address is deemed to have been served when delivered. Any notice served on a shareholder by facsimile transmission is deemed to have been served when the transmission is sent. A facsimile is deemed to be duly sent when the Company's facsimile system generates a message confirming successful transmission of the total number of pages of the notice to the addressee. Any notice served on a shareholder by electronic means is deemed to have been served when the electronic message is sent.

## **25.3 Shareholder not known at registered address**

Where a shareholder does not have a Registered address or where the Company has bona fide reason to believe that a shareholder is not known at the shareholder's Registered address, all future notices are deemed to be given to the shareholder if the notice is exhibited in the Office for a period of 48 hours (and is deemed to be duly served at the commencement of that period) unless and until the shareholder informs the Company of a registered place of address.

## **25.4 Signature to notice**

The signature to any notice to be given by the Company may be written or printed.

## **25.5 Reckoning of period of notice**

Where a given number of days' notice or notice extending over any other period is required to be given the day of service is not to be reckoned in the number of days or other period.

## **25.6 Notice to transferor binds transferee**

Every person who, by operation of law, transfer or any other means becomes entitled to be registered as the holder of any shares is bound by every notice which, prior to the person's name and address being entered in the Register in respect of those shares, was duly given to the person from whom the person derives title to those shares.

## **25.7 Service on deceased shareholders**

A notice delivered or sent by post to the Registered address of a shareholder pursuant to these rules is (notwithstanding that the shareholder is then dead and whether or not the Company has notice of the shareholder's death) deemed to have been duly served in respect of any registered shares, whether held solely or jointly with other persons by the shareholder, until some other person is registered in the shareholder's place as the holder or joint holder and the service is for all purposes deemed to be sufficient service of the notice or document on the shareholder's heirs, executors or administrators and all persons (if any) jointly interested with the shareholder in the shares.

## **25.8 Persons entitled to notice of general meeting**

- (a) Notice of every general meeting is to be given to:
  - (i) each member individually who is entitled to vote at general meetings of the Company;
  - (ii) each Director;
  - (iii) each 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;
  - (iv) the auditor for the time being of the Company; and

- (v) the Approved Stock Exchange.
- (b) No other person is entitled to receive notices of general meetings unless they are required to receive a notice under the Law or the Listing Rules.

## 26. WINDING UP

### 26.1 Distribution in specie

If the Company is wound up, whether voluntarily or otherwise, the liquidator may divide among all or any of the contributories as the liquidator thinks fit in specie or in kind any part of the assets of the Company, and may vest any part of the assets of the Company in trustees upon any trusts for the benefit of all or any of the contributories as the liquidator thinks fit.

### 26.2 Variation of rights of contributories

If thought expedient, any 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 case any division otherwise than in accordance with the legal rights of the contributories is determined, any contributory who would be prejudiced by the division has a right to dissent and ancillary rights as if the determination were a special resolution passed pursuant to the Law relating to the sale or transfer of the Company's assets by a liquidator in a voluntary winding up.

### 26.3 Liability to calls

If any shares to be divided in accordance with **rule 26.1** involve a liability to calls or otherwise, any person entitled under the division to any of the shares may by notice in writing within 10 business days after the passing of the special resolution, direct the liquidator to sell the person's proportion and pay the person the net proceeds and the liquidator is required, if practicable, to act accordingly.

## 27. INDEMNITY AND INSURANCE

### 27.1 Definitions for the purposes of rule 26

For the purposes of this **rule 27**, except to the extent the context otherwise requires:

'**Liability**' includes any claim, action, suit, proceeding, investigation, inquiry, damage, loss, cost or expense;

'**executive officer**' means a person who is concerned, or takes part in, the management of the Company (regardless of the person's designation and whether or not the person is a Director of the Company);

'**officer**' means:

- (a) a Director or Secretary of the Company;
- (b) a person:
  - (i) who makes, or participates in making, decisions that affect the whole, or a substantial part, of the business of the Company;
  - (ii) who has the capacity to affect significantly the Company's financial standing; or
  - (iii) in accordance with whose instructions or wishes the members of the Board is accustomed to act (excluding advice given by the person in the proper performance of functions attaching to the person's professional capacity or their business relationship with the Board or the Company).

## **27.2 Indemnity in favour of Directors, Secretaries and executive officers**

Subject to the Law and **rule 27.3**, the Company shall indemnify each Director, Secretary and executive officer to the maximum extent permitted by law, against any Liability incurred by them by virtue of their holding office as, and acting in the capacity of, Director, Secretary or executive officer of the Company, other than:

- (a) a Liability owed to the Company or a related body corporate of the Company;
- (b) a Liability for a pecuniary penalty order under section 1317G of the Law or a compensation order under section 1317H of the Law;
- (c) a Liability owed to a person other than the Company that did not arise out of conduct in good faith.

## **27.3 Indemnity for legal costs**

The Company shall indemnify each Director, Secretary and executive officer to the maximum extent permitted by law, against any Liability for legal costs incurred by them in respect of a Liability incurred by them by virtue of their holding office as, and acting in the capacity of, Director, Secretary or executive officer of the Company other than for legal costs incurred:

- (a) in defending or resisting proceedings, in which the Director, Secretary or executive officer is found to have a Liability for which they could not be indemnified under **rule 27.1**;
- (b) in defending or resisting criminal proceedings in which the Director, Secretary or executive officer is found guilty;
- (c) in defending or resisting proceedings brought by the ASIC or a liquidator for a court order if the grounds for making the order are found by the court to have been established (but this **rule 27.3(c)** does not apply to costs incurred in responding to actions taken by the ASIC or a liquidator as part of an investigation before commencing proceedings for the court order); or
- (d) in connection with proceedings for relief to the Director, Secretary or executive officer under the Law in which the court denies the relief.

## **27.4 Indemnity for employees**

Subject to the Law and **rule 27.5**, the Company may indemnify an employee, who is not a Director, Secretary or executive officer of the Company, to the maximum extent permitted by law, against any Liability incurred by them by virtue of their holding office as, and acting in the capacity of, an officer of the Company, other than :

- (a) a Liability owed to the Company or a related body corporate of the Company;
- (b) a Liability for a pecuniary penalty order under section 1317G of the Law or a compensation order under section 1317H of the Law; or
- (c) a Liability owed to a person other than the Company that did not arise out of conduct in good faith.

## **27.5 Indemnity for legal costs of employees**

The Company may indemnify an employee other than a Director, Secretary or executive officer to the maximum extent permitted by law, against any Liability for legal costs incurred in respect of a Liability as, or by virtue of their holding office as, and acting in the capacity of, an officer of the Company other than for legal costs incurred:

- (a) in defending or resisting proceedings, in which the officer is found to have a Liability for which they could not be indemnified under **rule 27.4**;

- (b) in defending or resisting criminal proceedings in which the officer is found guilty;
- (c) in defending or resisting proceedings brought by the ASIC or a liquidator for a court order if the grounds for making the order are found by the court to have been established (but this **rule 27.5(c)** does not apply to costs incurred in responding to actions taken by the ASIC or a liquidator as part of an investigation before commencing proceedings for the court order); or
- (d) in connection with proceedings for relief to the officer under the Law in which the court denies the relief.

## **27.6 Proceedings**

For the purposes of **rules 27.3 and 27.5**, ‘proceedings’ includes the outcomes of the proceedings and any appeal in relation to the proceedings.

## **27.7 Insurance for the benefit of Directors, Secretaries and executive officers**

- (a) Subject to the Law, the Company may pay a premium for a contract insuring a person who is or has been a Director, Secretary or executive officer of the Company acting in that capacity against:
  - (i) costs and expenses in defending any proceedings, whether civil or criminal, whatever their outcome; or
  - (ii) a Liability arising from negligence or other conduct.

## **27.8 Insurance for other officers**

Subject to the Law, the Company may pay a premium for a contract insuring a person who is or has been an employee and also an officer of the Company, acting in that capacity, but who is not a Director, Secretary or executive officer of the Company against:

- (a) costs and expenses in defending any proceedings, whether civil or criminal, whatever their outcome; or
- (b) a Liability arising from negligence or other conduct .

## **27.9 When insurance may not be provided by the Company**

The Company shall not pay, nor agree to pay, a premium for a contract insuring a person who is or has been a Director, Secretary or executive officer or an employee who is also an officer of the Company, against a Liability (other than one for legal costs) arising out of:

- (a) conduct involving a wilful breach of duty in relation to the Company; or
- (b) a contravention of section 182 or section 183 of the Law.

## **28. PARTIAL TAKEOVERS**

### **28.1 Interpretation**

For the purposes of this rule:

‘**Proportional Takeover Bid**’ has the same meaning as given to that term by section 9 of the Law;

‘**Relevant Day**’ in relation to a Proportional Takeover Bid, means the day that is 14 days before the end of the period during which the offers under the Proportional Takeover Bid remain open;

a reference to a ‘**person associated with**’ another person has the meaning given to that expression by Division 2 of Part 1.2 of the Law.

## 28.2 Approval of partial takeovers bids

- (a) Subject to the Listing Rules, where offers have been made under a Proportional Takeover Bid in respect of shares in a class of shares in the Company, the registration of a transfer giving effect to a takeover contract for the bid is prohibited unless and until a resolution (in this rule referred to as an '**Approving Resolution**') to approve the Proportional Takeover Bid is passed in accordance with the provisions of this rule.
- (b) A person (other than the bidder or an associate of the bidder) who, as at the end of the day of which the first offer under the Proportional Takeover Bid was made, held shares in that class is entitled to vote on an Approving Resolution and, for the purpose of so voting, is entitled to one vote for each of the shares held in that class.
- (c) An Approving Resolution is to be voted on at a meeting, convened and conducted by the Company, of the persons entitled to vote on the Approving Resolution.
- (d) The provisions of these rules that apply in relation to a general meeting of the Company, with such modifications as the circumstances require, apply in relation to a meeting that is convened to vote on an Approving Resolution as if such a meeting was a general meeting of the Company.
- (e) An Approving Resolution that has been voted on in accordance with this rule, is taken to have been passed if the proportion that the number of votes in favour of the resolution bears to the total number of votes on the resolution is greater than one-half, and otherwise is taken to have been rejected.
- (f) Where offers have been made under a Proportional Takeover Bid then the Board must ensure that a resolution to approve the Proportional Takeover Bid is voted on in accordance with this rule before the Relevant Day.
- (g) Where a resolution to approve a Proportional Takeover Bid is voted on, in accordance with this rule, before the Relevant Day, the Company must, on or before the Relevant Day:
  - (i) give to the bidder; and
  - (ii) serve on each notifiable securities exchange in relation to the Company, a notice in writing stating that a resolution to approve the Proportional Takeover Bid has been voted on and whether the resolution has been passed, or has been rejected, as the case requires.
- (h) Where, at the end of the day before the Relevant Day no resolution to approve the Proportional Takeover Bid has been voted on in accordance with this rule, a resolution to approve the Proportional Takeover Bid is to be, for the purpose of this rule, deemed to have been passed in accordance with this rule.
- (i) Where a resolution under this rule is rejected, then:
  - (i) notwithstanding section 652A of the Law, all offers under the Proportional Takeover Bid that have not, as at the end of the Relevant Day, been accepted, and all offers (in this paragraph referred to as the '**accepted offers**') under the Proportional Takeover Bid that have been accepted and from whose acceptance binding contracts have not resulted, at the end of the Relevant Day, are deemed to be withdrawn at the end of the Relevant Day;
  - (ii) the bidder is, forthwith after the end of the Relevant Day, to return to each person who has accepted any of the accepted offers any documents that were sent by the person to the bidder with the acceptance of the offer;
  - (iii) the bidder is entitled to rescind, and is required, forthwith after the end of the Relevant Day, to rescind, each binding contract resulting from the acceptance of an offer made under the Proportional Takeover Bid; and

- (iv) a person who has accepted an offer made under the Proportional Takeover Bid is entitled to rescind the contract (if any) resulting from that acceptance.
- (j) This rule ceases to have effect on the third anniversary of the later of the date of adoption or last renewal of this rule.

## 29. LISTING RULES

### 29.1 Company not admitted to official list of the Approved Stock Exchange

Notwithstanding any of these rules the Company and its Directors and other officers are not required to comply with any rule insofar as it may specifically relate to the Approved Stock Exchange, the Listing Rules or the Business Rules until the Company is admitted to the official list of the Approved Stock Exchange.

### 29.2 Company admitted to official list of the Approved Stock Exchange

If the Company is admitted to the official list of the Approved Stock Exchange, the following clauses apply:

- (a) Notwithstanding anything contained in these rules, if the Listing Rules prohibit an act being done, the act shall not be done.
- (b) Nothing contained in these rules prevents an act being done that the Listing Rules require to be done.
- (c) 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).
- (d) If the Listing Rules require these rules to contain a provision and they do not contain such a provision, these rules are deemed to contain that provision.
- (e) If the Listing Rules require these rules not to contain a provision and they contain such a provision, these rules are deemed not to contain that provision.
- (f) If any provision of these rules is or becomes inconsistent with the Listing Rules, these rules are deemed not to contain that provision to the extent of the inconsistency.

## 30. STAPLING PROVISIONS

### 30.1 Stapling of Shares and Units

- (a) The Shares issued in the Company are intended to be Stapled to the Units in the ratio of one Share to one Unit. The intention is that the holders of Shares will be identical to the Unitholders and that, so far as the Law permits, a Share and a Unit which are Stapled together will be treated as one security.
- (b) The provisions of this Constitution that relate specifically to Stapling do not apply until the Responsible Entity determines and gives the Company notice in writing that:
  - (i) Units are to be Stapled to Shares; and
  - (ii) specifies the date and time from which the Stapling commences.
- (c) Details of all Stapled Securities sufficient to identify the securities which comprise the Stapled Securities will be registered in the Stapled Security Register.
- (d) While Stapling applies, the Directors and the holders of Shares must neither do any act, matter or thing nor refrain from doing any act, matter or thing if to do so or to refrain from

doing so (as the case may be) would result directly or indirectly in any Share no longer being Stapled as a Stapled Security. In particular:

- (i) the Company will not offer any Shares for subscription or sale unless an offer is made at the same time and to the same person for an identical number of Units for issue or sale;
  - (ii) any offer relating to Shares for subscription or sale will require each offeree to subscribe for or buy a number of Units equal to the number of Shares subscribed for or bought;
  - (iii) the Company will not issue or sell any Shares to any person unless an identical number of Units are also issued or sold to the same person at the same time;
  - (iv) the Company will not register any transfer of Shares to any person unless an identical number of Units is also transferred to the same person at the same time; and
  - (v) the Directors and the Company will not consolidate, sub-divide, forfeit, cancel or buy-back any Shares or otherwise re-organise the capital of the Company unless at the same time there is a corresponding consolidation, sub-division, cancellation or buy-back of Units or re-organisation of the capital of the Trust.
- (e) Prior to the date upon which the Shares become Unstapled, if Shares have been issued, the relevant holders of Shares and the Directors will co-operate to ensure that:
- (i) if necessary, Units are issued to the holders of the Shares; and
  - (ii) the Shares are Stapled to Units to form Stapled Securities.
- (f) The Company must use every reasonable endeavour to procure that Stapled Securities are dealt with under this Constitution in a manner that is consistent with the provisions relating to Stapling in the deed constituting the Trust.
- (g) Subject to the Law, the Listing Rules and approval by resolution of the holders of Shares and the Unitholders, the Directors may determine that the provisions of this Constitution relating to Stapling will cease to apply. If they do so, they may at a later time give notice that the application of the provisions is to recommence.
- (h) Each Share will remain Stapled to the Unit to which it is Stapled to form a Stapled Security until the date the Shares are Unstapled. Securities will cease to be Stapled to any security which ceases to be on issue.
- (i) A provision of this constitution relating to Stapling may not be amended except with the prior written consent of the Responsible Entity.

### **30.2 Stapled Security Register**

- (a) The Directors will maintain or cause to be maintained a Stapled Security Register of holders of Shares which records the names of the shareholders, the number of Shares held and the number of Units held by the members to which each shareholder's Shares are Stapled and any additional information required by the Listing Rules or determined from time to time by the Directors.
- (b) Prior to the date the shares are Unstapled, the Stapled Security Register will be deemed to be separate to the register of members of the Company.

## 31. CAPITAL RAISING AND TAKEOVER

### 31.1 Definitions for Clause 31

- (a) For the purposes of this clause 31 and unless a contrary intention appears, the following expressions will have the following meaning:
- (i) **'Bidder'** means the Responsible Entity and the Company;
  - (ii) **'Bidder's Statement'** means the bidder's statement issued (as amended) by the Bidder in respect of the Takeover and dated on or about 19 July 2006;
  - (iii) **'Blue Tower Trust'** means the Blue Tower Trust ARSN 109 093 852;
  - (iv) **'Blue Tower Trust Unitholders'** means unitholders of the Blue Tower Trust;
  - (v) **'BSX'** means Bendigo Stock Exchange Limited ACN 087 708 898;
  - (vi) **'Capital Raising'** means the Entitlement Issue, the Priority Issue and the Public Issue approved by Stapled Security Holders at an extraordinary general meeting of the Company on or about 4 September 2006;
  - (vii) **'Corporations Act'** means the Corporations Act 2001 including the Corporations Regulations 2001;
  - (viii) **'Entitlement Issue'** means the 'two for one' issue of 70 million Stapled Securities at an issue price of \$1.06 per Stapled Security to Original Investors approved by Stapled Security Holders at an extraordinary general meeting of the Company on or about 4 September 2006;
  - (ix) **'Non-accepting Blue Tower Trust Unitholders'** means Blue Tower Trust Unitholders, if any, who do not accept the Takeover Offer made to them during the Takeover Offer Acceptance Period;
  - (x) **'Original Investors'** means all of the holders of Stapled Securities on the record date for the Entitlement Issue;
  - (xi) **'Priority Issue'** means the priority issue of Shortfall Stapled Securities to Blue Tower Trust Unitholders approved by Stapled Security Holders at an extraordinary general meeting of the Company on or about 4 September 2006;
  - (xii) **'Public Issue'** means the issue of Shortfall Stapled Securities to the public approved by Stapled Security Holders at an extraordinary general meeting of the Company on or about 4 September 2006;
  - (xiii) **'Responsible Entity'** has the same meaning as in clause 2.1 and at the time of the Capital Raising and the Takeover the Responsible Entity is APGF Management Limited ACN 090 257 480;
  - (xiv) **'Shortfall Stapled Securities'** means Stapled Securities that are not taken up by Original Investors under the Entitlement Issue;
  - (xv) **'Stapled Security Holders'** means the holders of Stapled Securities;
  - (xvi) **'Takeover'** means at least 90% of the units of the Blue Tower Trust having been transferred to the Bidder in its capacity as trustee of the Trust (or its nominated custodian) by way of an off market takeover in accordance with the Bidder's Statement;
  - (xvii) **'Takeover Acceptance'** means acceptances of the Takeover Offer sufficient to enable the Takeover;
  - (xviii) **'Takeover Actions'** means the Takeover Stapled Security Issue and the Takeover;
  - (xix) **'Takeover Offer'** means the Bidder's offer for the Trust to acquire all of the units of Blue Tower Trust, as set out in the Bidder's Statement;

- (xx) **‘Takeover Offer Acceptance Period’** means the period during which Blue Tower Unitholders can accept the Takeover Offer, being the offer period described in the Bidder’s Statement, unless it is withdrawn or extended pursuant to the Corporations Act;
- (xxi) **‘Takeover Stapled Security Issue’** means the issue of Stapled Securities for the Takeover comprising the:
  - (A) Takeover Unit Issue; and the
  - (B) Takeover Share Issue;
- (xxii) **‘Takeover Share Issue’** means the issue of Shares pursuant to the Takeover; and
- (xxiii) **‘Takeover Unit Issue’** means the issue of Units pursuant to the Takeover.

### 31.2 Capital Raising

Despite any other rule of this Constitution:

- (a) Stapled Securities issued for the Capital Raising will be issued for \$1.06 per Stapled Security; and
- (b) Units in the Trust issued for the Capital Raising will be issued for \$1.05 per Unit; and
- (c) Shares in the Company issued for the Capital Raising will be issued for \$0.01 per Share.

### 31.3 Takeover

- (a) If:
  - (i) Takeover Acceptance has occurred; and
  - (ii) the Takeover Offer Acceptance Period has been closed,
 then the Responsible Entity in cooperation with the Company and the Directors:
  - (i) will implement and effect the Takeover Actions;
  - (ii) will ensure that the Takeover Actions are effected in a manner that ensures that the Bidder’s obligations under the Bidder’s Statement are complied with;
  - (iii) may do anything the Responsible Entity considers reasonably necessary to implement and effect the Takeover in accordance with the Bidder’s Statement; and
  - (iv) may implement and effect compulsory acquisition of units in Blue Tower Trust held by Non-accepting Blue Tower Unitholders if deemed necessary.
- (b) Despite any rule of this Constitution:
  - (i) Stapled Securities issued for the Takeover Stapled Securities Issue will be issued for \$1.0591 per Stapled Security;
  - (ii) Units in the Trust issued for the Takeover Unit Issue will be issued for \$1.0591 per Unit; and
  - (iii) Shares in the Company issued for the Takeover Share Issue will be issued for no price i.e. \$0.

For avoidance of doubt, neither the Company nor the Directors will be deemed to have breached any rule of this Constitution when issuing Stapled Securities in connection with the Takeover Actions.

- (c) In the event there are Non-accepting Blue Tower Trust Unitholders, then the Stapled Securities under the Takeover Stapled Security Issue to which the Non-accepting Blue Tower Trust Unitholders would otherwise be entitled had they accepted the Takeover Offer, will be issued to the trustee of the Blue Tower Trust (or its nominated custodian) to be held on trust for the Non-accepting Blue Tower Trust Unitholders.

- (d) The Stapled Securities referred to in subclause (c) will be quoted but will not trade on BSX until they have been transferred to the Non-accepting Blue Tower Trust Unitholders whose units in the Blue Tower Trust are subsequently compulsorily acquired by the Bidder.
- (e) Despite any provision of this Constitution to the contrary, no part of clause 31 will operate in a way that prevents or restricts the Responsible Entity's ability to effect the Takeover.'