

Constitution

of

Macquarie Group Limited

ACN 122 169 279 ("Company")

A public company limited by shares

Macquarie Group Limited

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Macquarie Group Limited

1 Definitions and interpretation

1.1 Definitions

In this Constitution unless the contrary intention appears:

Alternate Director means a person appointed as an alternate director under article 11.9.

ASX means ASX Limited or the market operated by it as the context requires.

Bank means Macquarie Bank Limited ACN 008 583 542.

Board means all or some of the Voting Directors acting as a board.

Business Day has the meaning given to it in the Listing Rules.

Committee means a committee constituted under article 10.6.

Company means Macquarie Group Limited ACN 122 169 279.

Constitution means this constitution as amended from time to time, and a reference to an article is a reference to an article of this Constitution.

Corporations Act means the Corporations Act 2001 (Cwlth).

CS Facility has the same meaning as prescribed CS facility in the Corporations Act.

CS Facility Operator means the operator of a CS Facility.

Director means either a Voting Director (and where appropriate includes an Alternate Director) or a Non-Voting Director.

Executive Voting Director means a Voting Director who is an employee of the Company.

Fit and Proper Policy means a written policy adopted by the Board relating to the fitness and propriety of directors, senior managers and auditors, complying with any prudential standard or provision of law which is from time to time applicable to the Company.

Issuer Sponsored Holding means a holding on an electronic sub-register maintained by the Company in accordance with the Listing Rules.

Listing Rules means the Listing Rules of ASX and any other rules of ASX which are applicable to the Company while the Company is admitted to the official list of ASX, each as amended or replaced from time to time, except to the extent of any express written waiver by ASX.

Managing Director means a person appointed as a Managing Director or Managing Director and Chief Executive Officer under article 10.8.

Member means a person entered in the Register as a holder of shares in the capital of the Company.

Non-Executive Voting Director means a Voting Director who is not an employee of the Company.

Non-Voting Director means a person appointed to be a Non-Voting Director pursuant to article 9.9.

Operating Rules means the operating rules of a CS Facility regulating the settlement, clearing and registration of uncertificated shares as amended, varied or waived (whether in respect of the Company or generally) from time to time.

Part means a part of this Constitution.

Prescribed Interest Rate means, for a day, the prevailing Bank overdraft rate for an amount equal to the amount to which the Prescribed Interest Rate is applicable, calculated daily.

Register means the register of Members of the Company under the Corporations Act and, if appropriate, includes a branch register.

Registered Office means the registered office of the Company.

Representative means a person appointed to represent a corporate Member at a general meeting of the Company in accordance with the Corporations Act.

Restriction Agreement means a restriction agreement within the meaning and for the purposes of the Listing Rules.

Secretary means a person appointed under article 12.1 as a secretary of the Company and where appropriate includes an acting secretary and a person appointed by the Voting Directors to perform all or any of the duties of a secretary of the Company.

Senior Executive means a person appointed to that position under article 10.8.

State means the State or Territory in which the Company is for the time being registered.

Voting Directors means the Directors granted power by this Constitution to manage the business of the Company.

1.2 Interpretation

In this Constitution unless the contrary intention appears:

- (a) **(gender)** words importing any gender include all other genders;
- (b) **(person)** the word person includes a firm, a body corporate, a partnership, a joint venture, an unincorporated body or association or an authority;
- (c) **(singular includes plural)** the singular includes the plural and vice versa;
- (d) **(regulations)** a reference to a law includes regulations and instruments made under the law;
- (e) **(amendments to statutes)** a reference to a law or a provision of a law includes amendments, re-enactments or replacements of that law or the provision, whether by the State or the Commonwealth of Australia or otherwise;
- (f) **(from time to time)** a power, an authority or a discretion reposed in a Director, the Voting Directors, the Company in general meeting or a Member may be exercised at any time and from time to time;
- (g) **(amount paid)** a reference to an amount paid on a share includes an amount credited as paid on that share;
- (h) **(signed)** where, by a provision of this Constitution, a document including a notice is required to be signed, that requirement may be satisfied in relation to an electronic communication of the document in any manner permitted by law or by any State or Commonwealth law relating to electronic transmissions or in any other manner approved by the Voting Directors; and
- (i) **(writing)** “writing” and “written” includes printing, typing and other modes of reproducing words in a visible form including, without limitation, any representation of words in a physical document or in an electronic communication or form or otherwise.

1.3 Corporations Act

In this Constitution unless the contrary intention appears:

- (a) an expression has, in a provision of this Constitution that deals with a matter dealt with by a particular provision of the Corporations Act, the same meaning as in that provision of the Corporations Act; and
- (b) “section” means a section of the Corporations Act.

1.4 Listing Rules interpretation

In this Constitution, unless the contrary intention appears the expressions “closing price on SEATS”, “Takeover Bid”, “Uncertificated Securities”, “disposed of”, “disposed”, “Escrow Period” and “Restricted Securities” have the same meaning as in the Listing Rules.

1.5 Headings and Parts

Headings are inserted for convenience and are not to affect the interpretation of this Constitution.

This Constitution is divided into Parts as indicated by its Contents.

1.6 Replaceable rules not to apply

The provisions of the Corporations Act that apply as replaceable rules are displaced by this Constitution and accordingly do not apply to the Company.

1.7 Currency

The Voting Directors may:

- (a) differentiate between Members as to the currency in which any amount payable to a Member is paid (whether by way of or on account of dividends, repayment of capital, participation in surplus property of the Company or otherwise);
- (b) determine to pay a distribution in a currency other than Australian and the amount payable will be converted from Australian currency in any manner, at any time and at any exchange rate as the Voting Directors think fit; and
- (c) in deciding the currency in which a payment is to be made to a Member, have regard to the registered address of the Member, the register on which a Member's shares are registered and any other matters as the Voting Directors consider appropriate.

1.8 Application of Listing Rules

In this Constitution a reference to the Listing Rules only applies while the Company is on the official list of ASX.

While the Company is on the official list of ASX:

- (a) despite anything contained in this Constitution, if the Listing Rules prohibit an act being done, the act must not be done;
- (b) nothing contained in this Constitution 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 this Constitution to contain a provision and it does not contain such a provision, this Constitution is taken to contain that provision;
- (e) if the Listing Rules require this Constitution not to contain a provision and it contains such a provision, this Constitution is taken not to contain that provision; and

- (f) if any provision of this Constitution is or becomes inconsistent with the Listing Rules, this Constitution is taken not to contain that provision to the extent of the inconsistency.

1.9 Voting Directors to issue shares

The issue of shares in the Company is under the control of the Voting Directors who may:

- (a) issue and cancel shares in the Company;
- (b) grant options over unissued shares in the Company;
- (c) issue securities with rights of conversion to shares or pre-emptive rights to any shares in the Company; and
- (d) settle the manner in which fractions of a share, however arising, are to be dealt with,

on such terms and conditions as the Voting Directors determine, subject to the Corporations Act, the Listing Rules and any special rights conferred on the holders of any shares or class of shares.

1.10 Exemption from forfeiture

The Voting Directors may resolve that as a term of issue of a share, the share is exempted wholly or in part from the provisions of this Constitution as to forfeiture.

1.11 Preference shares

The Company may not issue preference shares (including redeemable preference shares) and issued shares may not be converted into preference shares unless the rights attached to the preference shares are as set out in schedule 1 or have been otherwise approved by special resolution.

1.12 Class meetings

The provisions of this Constitution relating to general meetings apply so far as they are capable of application and with any necessary changes to every separate meeting of the holders of a class of shares except that:

- (a) a quorum is constituted by at least two persons who, between them, hold or represent one-third of the issued shares of the class (unless only one person holds all of the shares of the class, in which case that person constitutes a quorum); and
- (b) any holder of shares of the class, present in person or by proxy, or attorney or Representative, may demand a poll.

1.13 Variation of class rights

While there is more than one class of shares in the Company (and, for the purposes of this article, shares which are partly paid are considered a different class) the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class or as otherwise provided by this Constitution) may, whether or not the Company is being wound up, be varied as provided in this Constitution, or with the consent in writing of the holders of three-quarters of the issued shares of that class, or with the sanction of a special resolution passed at a class meeting of the holders of the shares of the class.

1.14 Non-recognition of interests

Except as required by law, the Company is not required to recognise:

- (a) a person as holding a share on any trust; or
 - (b) any other interest in any share or any other right in respect of a share except an absolute right of ownership in the registered holder,
- whether or not it has notice of the trust, interest or right.

1.15 Joint holders of shares

Where two or more persons are registered as the joint holders of shares then they are taken to hold the shares as joint tenants with rights of survivorship, but the Company is not bound:

- (a) to register more than three persons as joint holders of a share; or
- (b) to issue more than one certificate or holding statement in respect of shares jointly held.

2 Lien

2.1 Lien on share

To the extent permitted by law, the Company has a first and paramount lien on every share for:

- (a) all due and unpaid calls and instalments in respect of that share;
- (b) all money which the Company is required by law to pay, and has paid, in respect of that share;
- (c) reasonable interest on the amount due from the date it becomes due until payment; and
- (d) reasonable expenses of the Company in respect of the default on payment.

2.2 Lien on loans under employee incentive schemes

The Company also has a first and paramount lien on each share registered in the name of the Member for all money payable to the Company by the Member under loans made under an employee incentive scheme.

2.3 Lien on distributions

A lien on a share under article 2.1 or 2.2 extends to all distributions in respect of that share, including dividends.

2.4 Exemption from article 2.1 or 2.2

The Voting Directors may at any time exempt a share wholly or in part from the provisions of article 2.1 or 2.2.

2.5 Extinguishment of lien

The Company's lien on a share is extinguished if a transfer of the share is registered without the Company giving notice of the lien to the transferee.

2.6 Company's right to recover payments

A Member must reimburse the Company on demand in writing for all payments the Company makes to a government or taxing authority in respect of the Member, the death of a Member or the Member's shares or any distributions on the Member's shares, including dividends, where the Company is either:

- (a) required by law to make the relevant payment; or
- (b) advised by a lawyer qualified to practice in the jurisdiction of the relevant government or taxing authority that the Company is required by law to make the relevant payment.

The Company is not obliged to advise the Member in advance of its intention to make the payment.

2.7 Reimbursement is a debt due

The obligation of the Member to reimburse the Company is a debt due to the Company as if it were a call on all the Member's shares, duly made at the time when the written demand for reimbursement is given by the Company to the Member. The provisions of this Constitution relating to non-payment of calls, including payment of interest and sale of the Member's shares under lien, apply to the debt.

2.8 Sale under lien

Subject to article 2.9, the Company may sell, in any manner the Voting Directors think fit, any share on which the Company has a lien.

2.9 Limitations on sale under lien

A share on which the Company has a lien may not be sold by the Company unless:

- (a) an amount in respect of which the lien exists is presently payable; and
- (b) the Company has, not less than 14 days before the date of sale, given to the registered holder of the share or the person entitled to the share by reason of the death or bankruptcy of the registered holder, a notice in writing setting out, and demanding payment of, the amount which is presently payable in respect of which the lien exists.

2.10 Transfer on sale under lien

For the purpose of giving effect to a sale under article 2.8, the Company may receive the consideration, if any, given for the share so sold and may execute a transfer of the share sold in favour of the purchaser of the share, or do all such other things as may be necessary or appropriate for it to do to effect the transfer. The purchaser is not bound to see to the application of the purchase money.

2.11 Irregularity or invalidity

The title of the purchaser to the share is not affected by any irregularity or invalidity in connection with the sale of the share under article 2.8.

2.12 Proceeds of sale

The proceeds of a sale under article 2.8 must be applied by the Company in payment of the amount in respect of which the lien exists as is presently payable, and the residue, if any, must be paid to the person entitled to the share immediately before the sale.

3 Calls on shares

3.1 Voting Directors to make calls

The Voting Directors may:

- (a) make calls on a Member in respect of any money unpaid on the shares of that Member, if the money is not by the terms of issue of those shares made payable at fixed times;
- (b) make a call payable by instalments; and
- (c) revoke or postpone a call.

3.2 Time of call

A call is taken to be made at the time when the resolution of the Voting Directors (including a resolution of a Committee appointed for this purpose) authorising the call is passed.

3.3 Members' liability

Each Member must, upon receiving not less than 30 Business Days' notice specifying the time or times and place of payment, pay to the Company by the time or times, and at the place, so specified the amount called on that Member's shares.

3.4 Joint holders' liability

The joint holders of a share are jointly and severally liable to pay all calls in respect of the share.

3.5 Non-receipt of notice

The non-receipt of a notice of any call by, or the accidental omission to give notice of a call to, a Member does not invalidate the call.

3.6 Interest on default

If a sum called in respect of a share is not paid before or on the day appointed for payment of the sum, the person from whom the sum is due must pay interest on the sum to the time of actual payment at the Prescribed Interest Rate. The Voting Directors may waive payment of that interest wholly or in part.

3.7 Fixed instalments

Subject to any notice requirements under the Listing Rules, if the terms of a share make a sum payable on issue of the share or at a fixed date or by reference to a particular event, this is taken to be a call duly made and payable on the date on which, by the terms of issue, the sum becomes payable. In the case of non-payment, all the relevant provisions of this Constitution as to payment of interest and expenses, forfeiture or otherwise apply as if the sum had become payable by virtue of a call duly made and notified.

3.8 Differentiation between holders as to calls

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

3.9 Prepayment of calls and interest

The Voting Directors may:

- (a) accept from a Member the whole or a part of the amount unpaid on a share even if no part of that amount has been called; and
- (b) authorise payment by the Company of interest on the whole or any part of an amount so accepted, until the amount becomes payable, at such rate, not exceeding the Prescribed Interest Rate, as is agreed between the Voting Directors and the Member paying the sum.

4 Forfeiture of shares

4.1 Notice requiring payment of call

If a Member fails to pay a call or instalment of a call on the day appointed for payment of the call or instalment, the Voting Directors may, at any time afterwards during such time as any part of the call or instalment remains unpaid, give a notice to the Member requiring payment of so much of the call or instalment as is unpaid, together with any interest that has accrued and all costs and expenses that may have been incurred by the Company by reason of that non-payment.

4.2 Contents of notice

The notice must name a further day, which is at least 14 days from the date of service of the notice, on or before which the payment required by the notice is to be made and must state that, in the event of non-payment at or before the time appointed, the shares in respect of which the call was made will be liable to be forfeited.

4.3 Forfeiture for failure to comply with notice

If a notice under article 4.1 has not been complied with by the date specified in the notice, the Voting Directors may, by resolution, forfeit the relevant shares, at any time before the payment required by the notice has been made.

4.4 Dividends and distributions included in forfeiture

A forfeiture under article 4.3 includes all dividends and other distributions declared or to be made in respect of the forfeited shares and not actually paid or distributed before the forfeiture.

4.5 Sale or re-issue of forfeited shares

Subject to the Corporations Act, a share forfeited under article 4.3 may be sold, re-issued or otherwise disposed of to such person and on such terms as the Voting Directors think fit.

4.6 Notice of forfeiture

If any share is forfeited under article 4.3, notice of the forfeiture must be given to the Member holding the share immediately before the forfeiture and an entry of the forfeiture and its date must be made in the Register. Any failure to give notice or enter the forfeiture in the Register does not invalidate the forfeiture.

4.7 Surrender instead of forfeiture

The Voting Directors may accept the surrender of any share which they are entitled to forfeit on any terms they think fit and any share so surrendered is taken to be a forfeited share.

4.8 Cancellation of forfeiture

At any time before a sale, re-issue or disposal of a share under article 4.5, the forfeiture of that share may be cancelled on such terms as the Voting Directors think fit.

4.9 Effect of forfeiture on former holder's liability

A person whose shares have been forfeited:

- (a) ceases to be a Member in respect of the forfeited shares; and
- (b) remains liable to pay the Company all money that, at the date of forfeiture, was payable by that person to the Company in respect of the shares, plus interest at the Prescribed Interest Rate from the date of forfeiture and the reasonable expenses of the sale of the shares, until the Company receives payment in full of all money (including interest and expenses) so payable in respect of the shares.

4.10 Evidence of forfeiture

A statement in writing declaring that the person making the statement is a Voting Director or a Secretary, and that a share in the Company has been forfeited in accordance with this Constitution on the date declared in the statement, is prima facie evidence of the facts in the statement as against all persons claiming to be entitled to the share.

4.11 Transfer of forfeited share

The Company may receive the consideration (if any) given for a forfeited share on any sale, re-issue or disposal of the share under article 4.5 and may execute or effect a transfer of the share in favour of the person to whom the share is sold, re-issued or disposed.

4.12 Registration of transferee

On the execution of the transfer, the transferee must be registered as the holder of the share and is not bound to see to the application of any money paid as consideration.

4.13 Irregularity or invalidity

The title of the transferee to the share is not affected by any irregularity or invalidity in connection with the forfeiture, sale, re-issue or disposal of the share.

5 Transfer of shares

5.1 Forms of instrument of transfer

Subject to this Constitution and the Listing Rules, a share in the Company is transferable:

- (a) as provided by the Operating Rules if applicable; or

- (b) by any other method of transfer which is required or permitted by the Corporations Act and ASX.

5.2 Execution and delivery of transfer

If a duly completed instrument of transfer:

- (a) is used to transfer a share in accordance with article 5.1(b); and
- (b) is left for registration at the share registry of the Company, accompanied by any information that the Voting Directors properly require to show the right of the transferor to make the transfer,

the Company must, subject to the powers vested in the Voting Directors by this Constitution, register the transferee as the holder of the share.

5.3 Effect of registration

Except as provided by any applicable Operating Rules, a transferor of a share remains the holder of the share transferred until the transfer is registered and the name of the transferee is entered in the Register in respect of the share.

5.4 Company to register forms without charge

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 imposing a charge except where a charge is permitted by the Listing Rules.

5.5 Power to refuse to register

If permitted by the Listing Rules the Voting Directors may:

- (a) request any applicable CS Facility Operator to apply a holding lock to prevent a transfer of shares in the Company from being registered on the CS Facility's subregister; or
- (b) refuse to register a transfer of shares in the Company to which paragraph (a) does not apply.

5.6 Obligation to refuse to register

The Voting Directors must:

- (a) request any applicable CS Facility Operator to apply a holding lock to prevent transfer of shares in the Company from being registered on the CS Facility's subregister; or
- (b) refuse to register any transfer of shares in the Company to which paragraph (a) does not apply,

if:
 - (c) the Listing Rules require the Company to do so; or

- (d) the transfer is in breach of the Listing Rules or a Restriction Agreement.

5.7 Written notice to security holder of holding lock or refusal

If in the exercise of their rights under articles 5.5 and 5.6 the Voting Directors request application of a holding lock to prevent a transfer of shares in the Company or refuse to register a transfer of shares they must give written notice of the request or refusal to the holder of the shares, the transferee and the broker lodging the transfer, if any. Failure to give such notice does not invalidate the decision of the Voting Directors.

5.8 Company to retain instrument of transfer

The Company must retain every instrument of transfer which is registered for such period as is required by any applicable law.

5.9 Return of instrument of transfer

If the Voting Directors refuse registration of a transfer, and within 12 months of the giving of notice of the refusal to register, the person who deposited the instrument demands for it to be returned, the instrument of transfer must be returned to that person unless there has been an allegation of fraud concerning the transfer or the transaction to which it relates.

5.10 Suspension of registration

The Voting Directors may suspend registration of transfers of shares in the Company at the times and for the periods they determine. The periods of suspension must not exceed 30 days in any one calendar year. Closure of the register must be effected in accordance with the Listing Rules and the Operating Rules.

6 Transmission of shares

6.1 Transmission of shares on death

If a Member, who does not hold shares jointly, dies, the Company will recognise only the personal representative of the Member as being entitled to the Member's interest in the shares.

6.2 Joint entitlement to shares

Where two or more persons are jointly entitled to any share in consequence of the death of the registered holder they are deemed to be joint holders of the share for the purpose of the Constitution.

6.3 Information given by personal representative

If the personal representative gives the Voting Directors the information they reasonably require to establish the representative's entitlement to be registered as a holder of the shares:

- (a) the personal representative may:

- (i) by giving a written and signed notice to the Company, elect to be registered as the holder of the shares; or
 - (ii) by giving a completed transfer form to the Company, transfer the shares to another person; and
- (b) the personal representative is entitled, whether or not registered as the holder of the shares, to the same rights as the Member.

On receiving an election under paragraph (a)(i), the Company must register the personal representative as the holder of the shares.

A transfer under paragraph (a)(ii) is subject to the articles that apply to transfers generally.

6.4 Death of joint owner

If a Member, who holds shares jointly, dies, the Company will recognise only the survivor(s) as being entitled to the Member's interest in the shares. The estate of the Member is not released from any liability in respect of the shares.

6.5 Transmission of shares on bankruptcy

If a person entitled to shares because of the bankruptcy of a Member gives the Voting Directors the information they reasonably require to establish the person's entitlement to be registered as the holder of the shares:

- (a) the person may:
 - (i) by giving a written and signed notice to the Company, elect to be registered as the holder of the shares; or
 - (ii) by giving a completed transfer form to the Company, transfer the shares to another person; and
- (b) the person is entitled, whether or not registered as the holder of the shares, to the same rights as the Member.

On receiving an election under paragraph (a), the Company must register the person as the holder of the shares.

A transfer under paragraph (b) is subject to the articles that apply to transfers generally.

This article has effect subject to the Bankruptcy Act 1966 (Cwlth).

6.6 Transmission of shares on mental incapacity

If a person entitled to shares because of the mental incapacity of a Member gives the Voting Directors the information they reasonably require to establish the person's entitlement to be registered as the holder of the shares:

- (a) the person may:

- (i) by giving a written and signed notice to the Company, elect to be registered as the holder of the shares; or
 - (ii) by giving a completed transfer form to the Company, transfer the shares to another person; and
- (b) the person is entitled, whether or not registered as the holder of the shares, to the same rights as the Member.

On receiving an election under paragraph (a)(i), the Company must register the person as the holder of the shares.

A transfer under paragraph (a)(ii) is subject to the articles that apply to transfers generally.

7 General meetings

7.1 Annual general meeting

Annual general meetings of the Company are to be held in accordance with the Corporations Act.

7.2 Convening a general meeting

The Voting Directors may convene and arrange to hold a general meeting of the Company whenever they think fit and must do so if required to do so under the Corporations Act.

7.3 Notice of general meeting

Notice of a general meeting must be given in accordance with Part 17 and the Corporations Act and may be given as set out below.

If a Member nominates:

- (a) an electronic means by which the Member may be notified that notices of meeting are available; and
- (b) an electronic means the Member may use to access notices of meeting,
the Company may give the Member notice of the meeting by notifying the Member (using the notification means nominated by the Member):
- (c) that the notice of meeting is available; and
- (d) how the Member may use the electronic means nominated by the Member to access the notice of meeting.

A notice of meeting given to a Member by this electronic means is taken to be given on the Business Day after the day on which the Member is notified that the notice of meeting is available.

7.4 Calculation of period of notice

In computing the period of notice under article 7.3, both the day on which the notice is given or taken to be given and the day of the meeting convened by it are to be disregarded.

7.5 Cancellation or postponement of a meeting

Where a general meeting (including an annual general meeting) is convened by the Voting Directors they may by notice, whenever they think fit, cancel the meeting or postpone the holding of the meeting to a date and time determined by them or change the place for the meeting.

This article does not apply to a meeting convened in accordance with the Corporations Act by a single Voting Director, by Members, by the Voting Directors on the request of Members or to a meeting convened by a court.

7.6 Notice of cancellation or postponement of a meeting

Notice of cancellation or postponement or change of place of a general meeting must state the reason for cancellation or postponement and be:

- (a) published in a daily newspaper circulating in Australia;
- (b) given to ASX; or
- (c) subject to the Corporations Act and the Listing Rules, given in any other manner determined by the Voting Directors.

7.7 Contents of notice of postponement of meeting

A notice of postponement of a general meeting must specify:

- (a) the postponed date and time for the holding of the meeting;
- (b) a place for the holding of the meeting which may be either the same as or different to the place specified in the notice convening the meeting; and
- (c) if the meeting is to be held in two or more places, the technology that will be used to facilitate the holding of the meeting in that manner.

7.8 Number of clear days for postponement of meeting

The number of clear days from the giving of a notice postponing the holding of a general meeting to the date specified in that notice for the holding of the postponed meeting must not be less than 14 days.

7.9 Business at postponed meeting

The only business that may be transacted at a general meeting the holding of which is postponed is the business specified in the original notice convening the meeting.

7.10 Proxy, attorney or Representative at postponed meeting

Where by the terms of an instrument appointing a proxy or attorney or an appointment of a Representative:

- (a) the appointed person is authorised to attend and vote at a general meeting or general meetings to be held on or before a specified date; and
- (b) the date for holding the meeting is postponed to a date later than the date specified in the instrument of proxy, power of attorney or appointment of Representative,

then, by force of this article, that later date is substituted for and applies to the exclusion of the date specified in the instrument of proxy, power of attorney or appointment of Representative unless the Member appointing the proxy, attorney or Representative gives to the Company at its Registered Office notice in writing to the contrary not less than 48 hours before the time to which the holding of the meeting has been postponed.

7.11 Non-receipt of notice

The non-receipt of notice of a general meeting or cancellation or postponement of a general meeting by, or the accidental omission to give notice of a general meeting or cancellation or postponement of a general meeting to, a person entitled to receive notice does not invalidate any resolution passed at the general meeting or at a postponed meeting or the cancellation or postponement of a meeting.

7.12 Voting Director entitled to notice of meeting

A Voting Director is entitled to receive notice of and to attend all general meetings and all separate meetings of the holders of any class of shares in the capital of the Company and is entitled to speak at those meetings.

8 Proceedings at general meetings

8.1 Membership at a specified time

The Voting Directors may determine, for the purposes of a particular general meeting, that all the shares that are quoted on ASX at a specified time before the meeting are taken to be held at the time of the meeting by the persons who hold them at the specified time. The determination must be made and published in accordance with the Corporations Act.

8.2 Reference to a Member

Unless the contrary intention appears, a reference to a Member in this Part 8 means a person who is a Member, or a:

- (a) proxy;
- (b) attorney; or
- (c) Representative,

of that Member.

8.3 Number for a quorum

Subject to article 8.6, five (5) Members, each being entitled to vote at the meeting, present in person or by proxy, attorney or Representative are a quorum at a general meeting.

8.4 Requirement for a quorum

An item of business may not be transacted at a general meeting unless a quorum is present when the meeting proceeds to consider it.

8.5 If quorum not present

If within 30 minutes after the time appointed for a meeting a quorum is not present, the meeting:

- (a) if convened by a single Voting Director, or at the request of Members, is dissolved; and
- (b) in any other case, stands adjourned to the same day in the next week and the same time and place, or to such other day, time and place as the Voting Directors advise by notice to the Members and others entitled to notice of the meeting.

8.6 Adjourned meeting

At a meeting adjourned under article 8.5(b), two persons each being a Member, proxy, attorney or Representative present at the meeting are a quorum and, if a quorum is not present within 30 minutes after the time appointed for the adjourned meeting, the meeting is dissolved.

8.7 Appointment of chairman of general meeting

If the Voting Directors have elected one of their number as chairman of their meetings, that person is entitled to preside as chairman at a general meeting.

8.8 Absence of chairman at general meeting

If a general meeting is held and:

- (a) a chairman has not been elected by the Voting Directors; or
- (b) the elected chairman is not present within 15 minutes after the time appointed for the holding of the meeting or is unable or unwilling to act,

the following will preside as chairman of the meeting (in order of precedence) if they are willing and able to so do:
 - (c) the deputy chairman (if any);
 - (d) a Voting Director chosen by a majority of the Voting Directors present;
 - (e) the only Voting Director present; or

- (f) a Member chosen by a majority of the Members present in person or by proxy, attorney or Representative.

8.9 Conduct of general meetings

The chairman of a general meeting:

- (a) has charge of the general conduct of the meeting and the procedures to be adopted at the meeting;
 - (b) may require the adoption of any procedure which is in the chairman's opinion necessary or desirable for proper and orderly debate or discussion and the proper and orderly casting or recording of votes at the general meeting; and
 - (c) may, having regard where necessary to the Corporations Act, terminate discussion or debate on any matter whenever the chairman considers it necessary or desirable for the proper conduct of the meeting,
- and a decision by the chairman under this article is final.

8.10 Adjournment of general meeting

The chairman of a general meeting may at any time during the meeting adjourn the meeting or any business, motion, question, resolution, debate or discussion being considered or remaining to be considered by the meeting either to a later time at the same meeting or to an adjourned meeting at any time and place, but:

- (a) in exercising the discretion to do so, the chairman may, but need not, seek the approval of the Members present in person or by proxy, attorney or Representative; and
- (b) only unfinished business is to be transacted at a meeting resumed after an adjournment.

Unless required by the chairman, a vote may not be taken or demanded by the Members present in person or by proxy, attorney or Representative in respect of any adjournment.

8.11 Notice of adjourned meeting

It is not necessary to give any notice of an adjournment or of the business to be transacted at any adjourned meeting unless a meeting is adjourned for one month or more. In that case, notice of the adjourned meeting must be given as in the case of an original meeting.

8.12 Questions decided by majority

Subject to the requirements of the Corporations Act, a resolution is taken to be carried if a simple majority of the votes cast on the resolution are in favour of it.

8.13 Casting vote for chairman

If there is an equality of votes, either on a show of hands or on a poll, the chairman of the meeting is entitled to a casting vote, in addition to any votes to which the chairman is entitled as a Member or proxy or attorney or Representative.

8.14 Voting on show of hands

At any general meeting a resolution put to the vote of the meeting must be decided on a show of hands unless a poll is effectively demanded and the demand is not withdrawn. A declaration by the chairman that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the book containing the minutes of the proceedings of the Company, is conclusive evidence of the fact. Neither the chairman nor the minutes need state, and it is not necessary to prove, the number or proportion of the votes recorded in favour of or against the resolution.

8.15 Poll

If a poll is effectively demanded:

- (a) it must be taken in the manner and at the date and time directed by the chairman and the result of the poll is a resolution of the meeting at which the poll was demanded;
- (b) on the election of a chairman or on a question of adjournment, it must be taken immediately;
- (c) the demand may be withdrawn; and
- (d) the demand does not prevent the continuance of the meeting for the transaction of any business other than the question on which the poll has been demanded.

8.16 Entitlement to vote

Subject to any rights or restrictions for the time being attached to any class or classes of shares and to this Constitution:

- (a) on a show of hands, each Member present in person and each other person present as a proxy, attorney or Representative of a Member has one vote; and
- (b) on a poll, each Member present in person has one vote for each fully paid share held by the Member and each person present as proxy, attorney or Representative of a Member has one vote for each fully paid share held by the Member that the person represents.

A Member is not entitled to vote at a general meeting in respect of shares which are the subject of a current Restriction Agreement for so long as any breach of that agreement subsists.

8.17 Authority of proxy when Member present

A proxy's authority to speak and vote for a Member at a meeting is not suspended while the appointing Member is present at the meeting.

8.18 Voting on a poll for partly paid shares

Subject to article 8.21 and the terms on which shares are issued, if a Member holds partly paid shares, the number of votes the Member has in respect of those shares on a poll is determined as follows:

$$\frac{A \times B}{C} = D$$

where:

A is the number of those shares held by the Member;

B is the amount paid on each of those shares excluding any amount:

- (a) paid or credited as paid in advance of a call; and
- (b) credited as paid on those shares to the extent that it exceeds the value (ascertained at the time of issue of those shares) of the consideration received for the issue of those shares;

C is the issue price of each of those shares; and

D is the number of votes attached to those shares.

8.19 Fractions disregarded for a poll

On the application of article 8.18, any fraction which arises is to be disregarded.

8.20 Joint shareholders' vote

If a share is held jointly and more than one Member votes in respect of that share, only the vote of the Member whose name appears first in the Register counts.

8.21 Effect of unpaid call

A Member is not entitled at a general meeting to cast a vote attached to a share on which a call is due and payable and has not been paid.

8.22 Validity of vote in certain circumstances

Unless the Company has received written notice of the matter before the start or resumption of the meeting at which a person votes as a proxy, attorney or Representative, a vote cast by that person is valid even if, before the person votes:

- (a) the appointing Member dies;

- (b) the Member is mentally incapacitated;
- (c) the Member revokes the appointment or authority;
- (d) the Member revokes the authority under which the appointment was made by a third party; or
- (e) the Member transfers the share in respect of which the appointment or authority was given.

8.23 Objection to voting qualification

An objection to the right of a person to attend or vote at the meeting or adjourned meeting:

- (a) may not be raised except at that meeting or adjourned meeting; and
- (b) must be referred to the chairman of the meeting, whose decision is final.

A vote not disallowed under the objection is valid for all purposes.

8.24 Discretion to permit direct voting

The Voting Directors may determine that at any general meeting or class meeting, a member who is entitled to attend and vote on a resolution at that meeting is entitled to a direct vote in respect of that resolution. A “direct vote” includes a vote delivered to the company by post, fax or other electronic means approved by the Voting Directors. The Voting Directors may prescribe regulations, rules and procedures in relation to direct voting, including specifying the form, method and timing of giving a direct vote at a meeting in order for the vote to be valid.

9 The Voting Directors

9.1 Number of Voting Directors

Subject to this Constitution the Voting Directors may, by resolution, increase or reduce the maximum or minimum number of Voting Directors (but until so increased or reduced the maximum number of Voting Directors is ten and the minimum number of Voting Directors is five).

The Voting Directors in office at the time of adoption of this Constitution continue in office subject to this Constitution.

9.2 Retirement and election of Voting Directors

At each annual general meeting of the Company there must be an election of Voting Directors. The Voting Directors who must retire from office (but are eligible to stand for re-election) at the annual general meeting are as follows:

- (a) each Voting Director who, if they do not retire from office at that annual general meeting, would hold office past the third annual general meeting following the later of the Voting Director’s appointment and last re-election;

- (b) each Voting Director who was appointed by the Voting Directors under article 9.8; and
- (c) if none of (a) or (b) is applicable, the Voting Director who has served office longest without re-election. If there are two or more such Voting Directors who have been in office an equal length of time, then in default of agreement, the Voting Director to retire will be determined by lot.

This article does not apply to an Alternate Director or to a Managing Director who is exempt from retirement by rotation in accordance with article 10.10.

9.3 Office held until conclusion of meeting

A retiring Voting Director holds office until the conclusion of the meeting at which that Voting Director retires but is eligible for re-election.

9.4 Voting Director elected at general meeting

Subject to articles 9.6 and 9.7, the Company may, at a general meeting appoint a person as a Voting Director provided the total number of Voting Directors does not exceed the maximum number determined in accordance with article 9.1.

9.5 Reinstatement if no replacement appointed

If the vacated office is not filled by election a retiring Voting Director, if available for re-election and not disqualified under the Corporations Act from holding office as a Voting Director, is deemed to have been re-elected unless at that meeting:

- (a) it is expressly resolved not to fill the vacated office; or
- (b) a resolution for the re-election of that Director is put and lost.

9.6 Eligibility for election as Voting Director

Except for:

- (a) a person who is eligible for election or re-election under article 9.2 or 9.8; or
- (b) a person recommended for election by the Voting Directors,

a person is not eligible for election as a Voting Director at a general meeting of the Company unless a written consent to nomination signed by the person and by a Member, has been lodged at the Registered Office at least 45 Business Days before the relevant general meeting.

9.7 Fit and proper person

A person is only eligible for appointment or election as a Voting Director if:

- (a) the person provides all information and consents the Board reasonably requests to determine if the person is of appropriate fitness and propriety to be

and act as a Voting Director by reference to the Fit and Proper Policy and is not disqualified or prevented by law from being a Voting Director; and

- (b) is assessed by the Board as being of appropriate fitness and propriety to be and act as a Voting Director by reference to the Fit and Proper Policy.

9.8 Casual vacancy or additional Voting Director

The Voting Directors may at any time appoint any person to be a Voting Director, either to fill a casual vacancy or as an addition to the existing Voting Directors, provided the total number of Voting Directors does not exceed the maximum number determined in accordance with article 9.1.

A Voting Director appointed under this article must retire at the next annual general meeting of the Company but is eligible for election at that meeting. This provision does not apply to one Managing Director nominated by the Voting Directors under article 10.10.

9.9 Appointment of Non-Voting Directors

- (a) The Voting Directors or the Company in general meeting may, without limitation as to number, from time to time appoint any person to be a Non-Voting Director and may from time to time terminate any such appointment.
- (b) The Voting Directors or the Company in general meeting may from time to time determine (without limiting the power or duties of the Voting Directors) the powers, duties and remuneration of any person so appointed.
- (c) A Non-Voting Director, except by the invitation and with the consent of the Voting Directors, does not have any right to attend any meeting of Voting Directors (and in any case has no right to vote at a meeting of Voting Directors).

9.10 Remuneration of Voting Directors

The Voting Directors are to be remunerated for their services as Voting Directors as follows:

- (a) the amount of the remuneration of the Voting Directors is a yearly sum not exceeding the sum from time to time determined by the Company in general meeting. The notice convening a meeting at which it is proposed to change the maximum aggregate Voting Directors' remuneration must specify both the amount of the increase (if any) and the new yearly sum proposed for determination;
- (b) the amount of the remuneration of the Voting Directors is to be divided among them in the proportion and manner they agree or, in default of agreement, among them equally;
- (c) the remuneration is to be provided wholly in cash unless the Voting Directors, with the agreement of the Voting Director concerned, determine that part is to be satisfied in the form of non-cash benefits, including the issue or purchase of shares in the Company or the grant of options to subscribe for such shares;

- (d) in making a determination under paragraph (c), the Voting Directors may fix the value of any non-cash benefit; and
- (e) the Voting Directors' remuneration accrues from day to day, except for any non-cash benefit which is taken to accrue at the time the benefit is provided, subject to the terms on which the benefit is provided.

This article does not apply to the remuneration of the Managing Director or any other Voting Director appointed under article 10.8.

9.11 Share qualification

A Director is not required to have any share qualification.

9.12 Superannuation contributions for Non-Executive Voting Directors

A person who ceases to be a Non-Executive Voting Director may be paid Superannuation Amounts (but only Superannuation Amounts) in connection with the person's retirement in recognition of past services in an amount determined by the Voting Directors but not exceeding the amount permitted by the Corporations Act. Any contribution by the Company to a Superannuation Amount under this article will be included in the calculation of the maximum aggregate sum of remuneration in article 9.10(a) above. In this article 9.12 the term Superannuation Amount means the conferring of a benefit directly or payment of a contribution to a fund or entity for the purpose of that fund or entity conferring a benefit in the form of superannuation payments, retiring allowance payments, superannuation gratuity payments or similar payments and includes the making of such arrangements outside Australia. The Superannuation Amount may be paid directly or indirectly to associates or relatives.

9.13 Additional or special duties

If a Voting Director at the request of the Voting Directors performs additional or special duties for the Company, the Company may remunerate that Voting Director as determined by the Voting Directors and that remuneration may be either in addition to or in substitution for that Voting Director's remuneration under article 9.10.

9.14 Retirement benefit for Executive Voting Directors

Subject to the Corporations Act, the Company may pay a former Executive Voting Director, or the personal representatives of an Executive Voting Director who dies in office, a retirement benefit in recognition of past services of an amount determined by the Voting Directors. The Company may also enter into a contract with an Executive Voting Director providing for payment of a retirement benefit. A retirement benefit paid under this article is not remuneration to which article 9.10 applies.

9.15 Expenses

A Voting Director is entitled to be reimbursed out of the funds of the Company such reasonable travelling, accommodation and other expenses as the Voting Director may incur when travelling to or from meetings of the

Voting Directors or a Committee or when otherwise engaged on the business of the Company.

9.16 Director's interests

Subject to complying with the Corporations Act regarding disclosure of and voting on matters involving material personal interests, a Director may:

- (a) hold any office or place of profit in the Company, except that of auditor, on such terms as to remuneration and otherwise as the Voting Directors of the Company by resolution may determine;
- (b) hold any office or place of profit in any other company, body corporate, trust or entity promoted by the Company or in which it has an interest of any kind;
- (c) enter into any contract or arrangement with the Company;
- (d) participate in any association, institution, fund, trust or scheme for past or present employees of the Company or Voting Directors or persons dependent on or connected with them;
- (e) act in a professional capacity (or be a member of a firm which acts in a professional capacity) for the Company, except as auditor;
- (f) in the case of a Voting Director, participate in, vote on and be counted in a quorum for any meeting, resolution or decision of the Voting Directors and may be present at any meeting where any matter is being considered by the Voting Directors; and
- (g) sign or participate in the execution of a document by or on behalf of the Company; and
- (h) do any of the above despite the fiduciary relationship of the Voting Director's office:
 - (i) without any liability to account to the Company for any direct or indirect benefit accruing to the Voting Director; and
 - (ii) without affecting the validity of any contract or arrangement.

A reference to the Company in this article 9.16 is also a reference to each related body corporate of the Company.

9.17 Vacation of office of Director

In addition to the circumstances in which the office of a Director becomes vacant under the Corporations Act, the office of a Director becomes vacant if the Director:

- (a) becomes an insolvent under administration;
- (b) becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under the law relating to mental health;

- (c) fails to provide all information and consents the Voting Directors reasonably request to determine if the person is of appropriate fitness and propriety to be and act as a Director by reference to the Fit and Proper Policy;
- (d) is the subject of an assessment under the Fit and Proper Policy which determines that he or she is not a fit and proper person to hold office as a Director;
- (e) is disqualified or prevented by law from being a Director;
- (f) is the subject of a direction under section 23 of the Banking Act 1959 (Cwlth);
- (g) resigns from the office by notice in writing to the Company;
- (h) in the case of a Voting Director, is not present personally or by proxy or Alternate Director at meetings of the Voting Directors for a continuous period of six months without leave of absence from the Voting Directors;
- (i) is removed from office by resolution under section 203D of the Corporations Act, but without depriving the Voting Director of compensation or damages payable to the Voting Director in respect of the termination of the Voting Director's appointment as a Voting Director or of an appointment terminating with that appointment; or
- (j) in the case of a Non-Voting Director, ceases to remain in the employment of the Company or a subsidiary of the Company.

10 Powers and duties of Voting Directors

10.1 Voting Directors to manage Company

The business of the Company is to be managed by the Voting Directors, who may exercise all such powers of the Company as are not, by the Corporations Act or by this Constitution, required to be exercised by the Company in general meeting.

10.2 Specific powers of Voting Directors

Without limiting the generality of article 10.1, the Voting Directors may exercise all the powers of the Company to borrow or raise money, to charge any property or business of the Company or all or any of its uncalled capital and to issue debentures or give any other security for a debt, liability or obligation of the Company or of any other person.

10.3 Appointment of attorney

The Voting Directors may, by power of attorney, appoint any person or persons to be the attorney or attorneys of the Company for the purposes and with the powers, authorities and discretions vested in or exercisable by the Voting Directors for such period and subject to such conditions as they think fit.

10.4 Provisions in power of attorney

A power of attorney granted under article 10.3 may contain such provisions for the protection and convenience of persons dealing with the attorney as the Voting Directors think fit and may also authorise the attorney to delegate (including by way of appointment of a substitute attorney) all or any of the powers, authorities and discretions vested in the attorney.

10.5 Signing of cheques

The Voting Directors may determine the manner in which and persons by whom cheques, promissory notes, bankers' drafts, bills of exchange and other negotiable instruments, and receipts for money paid to the Company, may be signed, drawn, accepted, endorsed or otherwise executed.

10.6 Committees

The Voting Directors may delegate any of their powers, other than powers required by law to be dealt with by Voting Directors as a Board, to a Committee or Committees consisting of one or more Directors or other persons as they think fit.

10.7 Powers delegated to Committees

A Committee to which any powers have been delegated under article 10.6 must exercise those powers in accordance with any directions of the Voting Directors.

10.8 Appointment of Managing Directors or Senior Executives

The Voting Directors may appoint one or more employees of the Company or one of its subsidiaries to the office of managing director or executive director of the Company (to be known by such style or title as the Voting Directors determine which may include "Managing Director" or "Managing Director and Chief Executive Officer"), to hold office as Managing Director or Senior Executive for the period determined at the time of appointment, but not to exceed the term of employment of the employee, and to hold the position of Voting Director.

The Voting Directors may, subject to the terms of any employment contract between the relevant Managing Director or Senior Executive and the Company or subsidiary, at any time remove or dismiss any Managing Director or Senior Executive from employment with that company, in which event the appointment as a Voting Director will automatically cease.

10.9 Ceasing to be a Managing Director

Subject to article 10.10, a Managing Director or Senior Executive appointed under article 10.8 is subject to re-election as a Voting Director in accordance with article 9.2. If re-elected, their term as Voting Director ends when their employment contract with the Company or its subsidiary ceases.

10.10 One Managing Director exempt

If there is only one Managing Director, that Managing Director is, while holding that office, exempt from retirement by rotation under article 9.2. If there is more than one Managing Director, the Managing Director nominated by the Voting Directors, is, while holding that office, exempt from retirement by rotation under article 9.2.

10.11 Remuneration of Managing Directors and Senior Executives

The remuneration of a Managing Director or Senior Executive may be fixed by the Voting Directors and may be by way of salary or commission or participation in profits or by all or any of those modes.

10.12 Powers of Managing Directors and Senior Executives

The Voting Directors may:

- (a) confer on a Managing Director or a Senior Executive such of the powers exercisable by them, on such terms and conditions and with such restrictions, as they think fit; and
- (b) withdraw or vary any of the powers conferred on a Managing Director or a Senior Executive.

10.13 Delegation of Voting Directors' powers

The Voting Directors may delegate any of their powers to any persons they select for any period, to be exercised for any objects and purposes on any terms and subject to any conditions and restrictions as they think fit, and may revoke, withdraw, alter or vary the delegation of any of those powers.

The powers of delegation expressly or impliedly conferred by this Constitution on the Voting Directors are conferred in substitution for, and to the exclusion of, the power conferred by section 198D of the Corporations Act.

11 Proceedings of Voting Directors

11.1 Voting Directors' meetings

The Voting Directors may meet together for the dispatch of business and adjourn and otherwise regulate their meetings as they think fit.

11.2 Use of technology

Without limiting the discretion of the Voting Directors to regulate their meetings, the Voting Directors may, if they think fit, confer by radio, telephone, closed circuit television or other electronic means of audio or audio-visual communication and a resolution passed by such a conference shall, notwithstanding the Voting Directors are not present together in one place at the time of the conference, be deemed to have been passed at a meeting of the Voting Directors held on the day on which and at the time at which the conference was held. The provisions of this Constitution relating to

proceedings of Voting Directors apply so far as they are capable of application and mutatis mutandis to such conferences.

11.3 Voting Director may convene a meeting

A Voting Director may at any time, and the Secretary must on the written request of a Voting Director, convene a meeting of the Voting Directors.

11.4 Questions decided by majority

A question arising at a meeting of Voting Directors is to be decided by a majority of votes of Voting Directors present and entitled to vote and that decision is for all purposes a decision of the Voting Directors.

11.5 Alternate Director or proxy and voting

A person who is present at a meeting of Voting Directors as an Alternate Director or as a proxy for another Voting Director has one vote for each absent Voting Director who would be entitled to vote if present at the meeting and for whom that person is an Alternate Director or proxy and, if that person is also a Voting Director, has one vote as a Voting Director in that capacity.

11.6 Chairman of Voting Directors

The Voting Directors shall elect one of their number as chairman of their meetings and may also determine the period for which the person elected as chairman is to hold office. In the case of such a person holding an office or place of profits as provided under article 10.8, such person may be styled the "Executive Chairman".

11.7 Absence of chairman at Voting Directors' meeting

If a Voting Directors' meeting is held and:

- (a) a chairman has not been elected under article 11.6; or
- (b) the chairman is not present within 10 minutes after the time appointed for the holding of the meeting or is unable or unwilling to act,

the deputy chairman will chair the meeting. If a Voting Directors' meeting is held and:

- (c) a deputy chairman has not been appointed; or
- (d) the deputy chairman is not present within 10 minutes after the time appointed for the holding of the meeting or is unable or unwilling to act,

the Voting Directors present must elect one of their number to be a chairman of the meeting.

11.8 Chairman's casting vote at Voting Directors' meetings

If there are an equal number of votes for and against a question, the chairman of the meeting has a casting vote.

11.9 Appointment of Alternate Director

Subject to the Corporations Act, a Voting Director may appoint a person approved by a majority of the other Voting Directors to be an Alternate Director in the Voting Director's place during such period as the Voting Director thinks fit.

11.10 Alternate Director and meetings

An Alternate Director is entitled to notice of all meetings of the Voting Directors and, if the appointor does not participate in a meeting, the Alternate Director is entitled to participate and vote in the appointor's place.

11.11 Alternate Director's powers

An Alternate Director may exercise all the powers of the appointor except the power to appoint an Alternate Director and, subject to the Corporations Act, may perform all the duties of the appointor except to the extent that the appointor has exercised or performed them.

11.12 No share qualification required

An Alternate Director is not required to have any share qualification.

11.13 Alternate Director responsible for own acts and defaults

Whilst acting as a Voting Director, an Alternate Director:

- (a) is an officer of the Company and not the agent of the appointor; and
- (b) is responsible to the exclusion of the appointor for the Alternate Director's own acts and defaults.

11.14 Alternate Director and remuneration

An Alternate Director is not entitled to receive from the Company any remuneration or benefit under article 9.10 or 9.14.

11.15 Termination of appointment of Alternate Director

The appointment of an Alternate Director may be terminated at any time by the appointor even if the period of the appointment of the Alternate Director has not expired, and terminates in any event if the appointor ceases to be a Voting Director.

11.16 Appointment or termination in writing

An appointment, or the termination of an appointment, of an Alternate Director must be effected by a notice in writing signed by the Voting Director who makes or made the appointment and delivered to the Company.

11.17 Alternate Director and number of Voting Directors

An Alternate Director is not to be taken into account separately from the appointor in determining the number of Voting Directors.

11.18 Voting Director attending and voting by proxy

A Voting Director may participate in and vote by proxy at a meeting of the Voting Directors if the proxy:

- (a) is another Voting Director; and
- (b) has been appointed in writing signed by the appointor.

The appointment may be general or for one or more particular meetings. A Voting Director present as a proxy for another Voting Director, who would be entitled to vote if present at the meeting, has one vote for the appointor and one vote in his or her own capacity as a Voting Director.

11.19 Quorum for Voting Directors' meeting

At a meeting of Voting Directors, the number of Voting Directors whose presence is necessary to constitute a quorum shall be not less than one-third of the Voting Directors appointed at such time and provided that at all times the number of Non-Executive Voting Directors present and voting shall be greater than the number of Executive Voting Directors present and voting.

11.20 Continuing Voting Directors may act

The Voting Directors may act despite a vacancy in their number. Where the number of Voting Directors is not sufficient to constitute a quorum for a meeting of Voting Directors, the continuing Voting Directors may, except in an emergency, act only for the purpose of filling vacancies to the extent necessary to bring their number up to a sufficient number to constitute a quorum or to convene a general meeting.

11.21 Chairman of Committee

The chairman of a Committee will be appointed by the Voting Directors or, where none is appointed, the members of a Committee may elect one of their number as chairman of their meetings. If a meeting of a Committee is held and:

- (a) a chairman has not been appointed; or
- (b) the chairman is not present within 10 minutes after the time appointed for the holding of the meeting or is unable or unwilling to act,

the members present may elect one of their number to be chairman of the meeting.

11.22 Meetings of Committee

A Committee may meet and adjourn and otherwise regulate its meetings as it thinks proper.

11.23 Determination of questions

Questions arising at a meeting of a Committee are to be determined by a majority of votes of the members of the Committee present and voting.

If there are an equal number of votes, the chairman of the meeting has a casting vote.

11.24 Circulating resolutions

The Voting Directors and any Committee appointed by the Voting Directors may pass a resolution without a meeting being held if at least three quarters of the persons entitled to vote on the resolution (and for the avoidance of doubt persons who have declared a conflict of interest in the resolution and not participated in the vote are taken to not be entitled to vote) sign a document containing a statement that they are in favour of the resolution set out in the document. Separate copies of a document may be used for signing if the wording of the resolution and statement is identical in each copy. The resolution is passed when at least three quarters of the persons entitled to vote have signed.

11.25 Validity of acts of Voting Directors

All acts done at a meeting of the Voting Directors or of a Committee, or by a person acting as a Voting Director are, even if it is afterwards discovered that:

- (a) there was a defect in the appointment or continuance in office of a person as a Voting Director or of the person so acting; or
- (b) a person acting as a Voting Director was disqualified or was not entitled to vote,

as valid as if the relevant person had been duly appointed or had duly continued in office and was qualified and entitled to vote.

12 Secretary

12.1 Appointment of Secretary

The Company must have at least one Secretary who is to be appointed by the Voting Directors.

12.2 Suspension and removal of Secretary

The Voting Directors may suspend or remove a Secretary from that office.

12.3 Powers, duties and authorities of Secretary

A Secretary holds office on the terms and conditions (including as to remuneration) determined by the Voting Directors.

13 Seals

13.1 Safe custody of common seals

The Voting Directors must provide for the safe custody of any seal of the Company.

13.2 Use of common seal

The seal of the Company:

- (a) may be used only by the authority of the Voting Directors, or of a committee of one or more Directors authorised by the Voting Directors to authorise its use; and
- (b) every document to which it is affixed must be signed by a Director and be countersigned by another Director, a Secretary or another person appointed by the Voting Directors to countersign that document or a class of documents in which that document is included.

13.3 Official seals

The Company may have for use in particular places in place of its common seal one or more official seals whose impression must be identical to that of the common seal of the Company with the addition on its face of the name of every place where it is to be used.

13.4 Duplicate seal

The Company may have a duplicate common seal which must be a facsimile of the common seal of the Company with the addition on its face of the words “Share Seal” or “Certificate Seal” and a certificate referring to or relating to securities of the Company sealed with such a duplicate seal is deemed to be sealed with the common seal of the Company.

14 Inspection of records

14.1 Inspection by Members

Subject to the Corporations Act, the Voting Directors may determine whether and to what extent, and at what time and places and under what conditions, the accounting records and other documents of the Company or any of them will be open to the inspection of Members (other than Voting Directors).

14.2 Right of a Member to inspect

A Member (other than a Voting Director) does not have the right to inspect any document of the Company except as provided by law or authorised by the Voting Directors or by the Company in general meeting.

15 Dividends and reserves

15.1 Payment of dividend

Subject to the Corporations Act, this Constitution and the rights of persons (if any) entitled to shares with special rights to dividend, the Voting Directors may determine that a dividend is payable, fix the amount and the time for payment and authorise the payment or crediting by the Company to, or at the direction of, each Member entitled to that dividend.

15.2 No interest on dividends

Interest is not payable by the Company on a dividend.

15.3 Reserves and profits carried forward

The Voting Directors may:

- (a) before paying any dividend, set aside out of the profits of the Company such sums as they think proper as a reserve, to be applied, at the discretion of the Voting Directors, for any purpose for which the profits of the Company may be properly applied; and
- (b) carry forward so much of the profits remaining as they consider ought not to be distributed as dividends without transferring those profits to a reserve.

Pending application, any sum set aside as a reserve may, at the discretion of the Voting Directors, be used in the business of the Company or be invested as the Voting Directors think fit.

15.4 Calculation and apportionment of dividends

Subject to the rights of any persons entitled to shares with special rights as to dividend and to the terms of issue of any shares to the contrary, the profits of the Company are divisible among the Members so that, on each occasion on which a dividend is paid:

- (a) the same sum is paid on each share on which all amounts payable have been paid; and
- (b) the sum paid on a share on which all amounts payable have not been paid is the proportion of the sum referred to in paragraph (a) that the amount paid on the shares bears to the total of the amounts paid and payable on the share.

To determine the amount paid on a share, exclude any amount:

- (c) paid or credited as paid in advance of a call; and
- (d) credited as paid on a share to the extent that it exceeds the value (ascertained at the time of issue of the share) of the consideration received for the issue of the share.

All dividends are to be apportioned and paid proportionately to the amounts paid on the shares during any portion or portions of the period in respect of

which the dividend is paid, but, if any share is issued on terms providing that it will rank for dividend as from a particular date, that share ranks for dividend accordingly.

15.5 Deductions from dividends

The Voting Directors may deduct from any dividend payable to, or at the direction of, a Member all sums of money (if any) presently payable by that Member to the Company on account of calls or otherwise in relation to shares in the Company.

15.6 Distribution of specific assets

When resolving to pay a dividend or to return capital by a reduction of capital, a buy-back or otherwise, the Voting Directors may:

- (a) resolve that the dividend or return of capital be satisfied either wholly or partly by the distribution of specific assets to some or all of the persons entitled to the dividend or return of capital, including without limitation shares, debentures or other securities of the Company or any other body corporate or trust; and
- (b) direct that the dividend or return of capital payable in respect of any particular shares be satisfied wholly or partly by such distribution and that the dividend or return of capital payable in respect of other shares be paid in cash.

15.7 Ancillary powers regarding distributions

- (a) In relation to any decision to pay a dividend or to return capital by a reduction of capital, a buy-back or otherwise, the Voting Directors may:
 - (i) settle any difficulty that arises in making the distribution as they think expedient and, in particular, make cash payments in cases where Members are entitled to fractions of shares, debentures or other securities and decide that amounts or fractions of less than a particular value decided by the Voting Directors may be disregarded in order to adjust the rights of all parties by withholding assets, cash, shares, debentures or other securities where the Company is required to make a payment in respect of the Member to a government or taxing authority in relation to the distribution or issue and decide to make distributions by disregarding transfers of shares or aggregating parcels of shares where they form the opinion that shareholdings have been split or aggregated to obtain the benefit of rounding on fractions of shares;
 - (ii) fix the value for distribution of any specific assets;
 - (iii) pay cash or issue shares, debentures or other securities to any Member in order to adjust the rights of all parties;
 - (iv) vest any of those specific assets, cash, shares, debentures or other securities in a trustee or nominee on trust for the persons entitled to the distribution or capitalised amount on such terms that seem expedient to the Voting Directors; and

- (v) authorise any person to make, on behalf of the Members or a particular Member entitled to any specific assets, cash, shares, debentures or other securities as a result of the decision, an agreement (including an agreement in writing) with the Company or another person which provides, as appropriate, for the distribution or issue to them of the assets, cash, shares, debentures or other securities and by applying to them their respective proportions of the amount resolved to be distributed.
- (b) Any agreement made under an authority referred to in article 15.7(a)(v) is effective and binds all Members concerned.
- (c) Instead of making a distribution or issue of specific assets, shares, debentures or other securities to a particular Member, the Voting Directors may make a cash payment to that Member or allocate some or all of the assets, shares, debentures or other securities to a trustee to be sold on behalf of, and for the benefit of, or in respect of, that Member, if:
 - (i) the distribution or issue would otherwise be illegal or unlawful;
 - (ii) the distribution or issue would give rise to parcels of securities which do not constitute a marketable parcel;
 - (iii) in the Voting Directors' discretion, the distribution or issue would, for any reason, be impracticable; or
 - (iv) the Member so agrees.
- (d) If the Company distributes to Members (either generally or to specific Members) shares, debentures or securities of the Company or another body corporate or trust (whether as a dividend or return of capital or otherwise and whether or not for value), each of those Members appoints the Company and any officer of the Company nominated in that behalf by the Voting Directors as his or her agent or attorney to do anything needed or desirable to give effect or assist in giving effect to that distribution, including without limitation agreeing to become a member, holder of shares, holder of debentures or holder of securities of the Company or that other body corporate or trust.

15.8 Payments in respect of shares

A dividend, interest or other money payable in cash in respect of shares may be paid using any payment method chosen by the Company, including:

- (a) by cheque sent through the post directed to the address in the Register of the holder or, in the case of joint holders, to the address of the joint holder first named in the Register;
- (b) by cheque sent through the post directed to such other address as the holder or joint holder in writing directs; or
- (c) by some other method of direct credit determined by the Voting Directors to the holder or holders shown on the Register or to such person or place directed by them.

15.9 Effectual receipt from one joint holder

Any one of two or more joint holders may give an effectual receipt for any dividend, interest or other money payable in respect of the shares held by them as joint holders.

15.10 Election to reinvest dividend

Subject to the Listing Rules, the Voting Directors may grant to Members or any class of Members the right to elect to reinvest cash dividends paid by the Company by subscribing for shares in the Company on such terms and conditions as the Voting Directors think fit.

15.11 Election to accept shares instead of dividends

Subject to the Listing Rules, the Voting Directors may determine in respect of any dividend which it is proposed to pay on any shares of the Company that holders of the shares may elect:

- (a) to forego the right to share in the proposed dividend or part of such proposed dividend; and
- (b) to receive instead an issue of shares credited as fully paid on such terms as the Voting Directors think fit.

15.12 Unclaimed dividends

Unclaimed dividends may be invested by the Voting Directors as they think fit for the benefit of the Company until claimed or until required to be dealt with in accordance with any law relating to unclaimed moneys.

16 Capitalisation of profits

16.1 Capitalisation of reserves and profits

The Voting Directors:

- (a) may resolve to capitalise any sum, being the whole or a part of the amount for the time being standing to the credit of any reserve account or the profit and loss account or otherwise available for distribution to Members;
- (b) may, but need not, resolve to apply the sum in any of the ways mentioned in article 16.2, for the benefit of Members in the proportions to which those Members would have been entitled in a distribution of that sum by way of dividend;
- (c) may apply the sum in accordance with the terms of issue of any shares; and
- (d) may, but need not, determine that each Member or some only of the Members shall have a right, subject to such terms and conditions as the Voting Directors may in any particular case specify, to elect to forego the Member's entitlement to shares in the sum to be applied for the benefit of Members, in respect of all or some of that Member's shares, and to participate mutatis mutandis in the capitalisation of another account (as referred to in 16.1(a)) or

to receive a dividend in respect of such shares of such amount as may be determined by the Voting Directors. If the Voting Directors resolve to allow a Member or Members to make such election each such Member may by notice in writing to the Company, on the terms specified by the Voting Directors, elect to participate in such other account or to receive a dividend in lieu of participation of the sum to be applied for the benefit of Members subject to the conditions (if any) as may be specified by the Voting Directors.

16.2 Applying a sum for the benefit of Members

The ways in which a sum may be applied for the benefit of all or some only of Members under article 16.1 are:

- (a) in paying up any amounts unpaid on shares held by Members;
- (b) in paying up in full unissued shares or debentures to be issued to Members as fully paid; or
- (c) in paying up unissued shares to be issued to certain members of the Company and not to other members of the Company, as fully paid bonus shares, under the terms of any employee incentive scheme of the Company; or
- (d) any combination of (a), (b) and (c) above.

16.3 Implementing the resolution

The Voting Directors may do all things necessary to give effect to the resolution under article 16.1 and, in particular, to the extent necessary to adjust the rights of the Members among themselves, may:

- (a) make cash payments in cases where shares or debentures become issuable in fractions;
- (b) authorise any person to make, on behalf of all or any of the Members entitled to any further shares or debentures on the capitalisation, an agreement with the Company providing for:
 - (i) the issue to them, credited as fully paid up, of any further shares or debentures; or
 - (ii) 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,and any agreement so made is effective and binding on all the Members concerned;
- (c) fix the value of specified assets; or
- (d) vest property in trustees.

17 Service of documents

17.1 Document includes notice

In Part 17, a reference to a document includes a notice.

17.2 Methods of service

The Company may give a document to a Member:

- (a) personally;
- (b) by sending it by post to the address for the Member in the Register or an alternative address nominated by the Member; or
- (c) by sending it to a fax number or electronic address or by other electronic means nominated by the Member.

17.3 Post

A document sent by post:

- (a) if sent to an address in Australia, may be sent by ordinary post; and
- (b) if sent to an address outside Australia, must be sent by airmail,

and in either case is taken to have been received on the day after the date of its posting.

17.4 Fax or electronic transmission

If a document is sent by fax or electronic transmission, delivery of the document is taken:

- (a) to be effected by properly addressing and transmitting the fax or electronic transmission; and
- (b) to have been delivered on the day following its transmission.

17.5 Evidence of service

A certificate in writing signed by a Voting Director or a Secretary stating that a document was sent to a Member by post or by fax or electronic transmission on a particular date is prima facie evidence that the document was so sent on that date.

17.6 Joint holders

A document may be given by the Company to the joint holders of a share by giving it to the joint holder first named in the Register in respect of the share.

17.7 Persons entitled to shares

A person who by operation of law, transfer or other means whatsoever becomes entitled to any share is absolutely bound by every document given in

accordance with this Part 17 to the person from whom that person derives title prior to registration of that person's title in the Register.

18 Winding up

18.1 Distribution of assets

If the Company is wound up, the liquidator may, with the sanction of a special resolution of the Company, divide among the Members in kind the whole or any part of the property of the Company and may for that purpose set such value as the liquidator considers fair on any property to be so divided and may determine how the division is to be carried out as between the Members or different classes of Members.

18.2 Powers of liquidator to vest property

The liquidator may, with the sanction of a special resolution of the Company, vest the whole or any part of any such property in trustees on such trusts for the benefit of the contributories as the liquidator thinks fit, but so that no Member is compelled to accept any shares or other securities in respect of which there is any liability.

18.3 Shares issued on special terms

This Part 18 does not prejudice or affect the rights of a Member holding shares issued on special terms and conditions.

19 Indemnity and insurance

19.1 Indemnity

Every person who is or has been:

(a) a director of the Company or of a wholly-owned subsidiary of the Company;
or

(b) a secretary of the Company or of a wholly-owned subsidiary of the Company;

is entitled to be indemnified out of the property of the Company against:

(a) any liability incurred by the person in that capacity (except a liability for legal costs);

(b) legal costs incurred in defending or resisting (or otherwise in connection with) proceedings, whether civil or criminal or of an administrative or investigatory nature, in which the person becomes involved because of that capacity; and

(c) legal costs incurred in good faith in obtaining legal advice on issues relevant to the performance of their functions and discharge of their duties as an officer of the Company or of a wholly-owned subsidiary of the Company, if that expenditure has been approved in accordance with the Company's policy,

except to the extent that:

- (d) the Company is forbidden by law to indemnify the person against the liability or legal costs; or
- (e) an indemnity by the Company of the person against the liability or legal costs, if given, would be made void by law.

19.2 Insurance

The Company may pay or agree to pay, whether directly or through an interposed entity, a premium for a contract insuring a person who is or has been a Director or Secretary of the Company or of a wholly-owned subsidiary of the Company against liability incurred by the person in that capacity, including a liability for legal costs, unless:

- (a) the Company is forbidden by law to pay or agree to pay the premium; or
- (b) the contract would, if the Company paid the premium, be made void by law.

20 Restricted Securities

20.1 Disposal during Escrow Period

Restricted Securities cannot be disposed of during the Escrow Period except as permitted by the Listing Rules or ASX.

The Company must not acknowledge a disposal (including by registering a transfer) of Restricted Securities during the Escrow Period except as permitted by the Listing Rules or ASX.

20.2 Breach of Restriction Agreement or Listing Rules

During a breach of the Listing Rules relating to Restricted Securities, or a breach of a Restriction Agreement, the holder of the Restricted Securities is not entitled to any dividend or distribution, or voting rights, in respect of the Restricted Securities.

21 Small Holdings

21.1 Divestment Notice

If the Voting Directors determine that a Member is a Small Holder or a New Small Holder the Company may give the Member a Divestment Notice to notify the Member:

- (a) that the Member is a Small Holder or a New Small Holder, the number of Shares making up and the Market Value of the Small Holding or New Small Holding and the date on which the Market Value was determined;
- (b) that the Company intends to sell the Relevant Shares in accordance with this article after the end of the Relevant Period specified in the Divestment Notice;

- (c) if the Member is a Small Holder, that the Member may at any time before the end of the Relevant Period notify the Company in writing that the Member desires to retain the Relevant Shares and that if the Member does so the Company will not be entitled to sell the Relevant Shares under that Divestment Notice; and
- (d) after the end of the Relevant Period the Company may for the purpose of selling the Relevant Shares that are in a CS Facility holding initiate a holding adjustment to move those Shares from that CS Facility holding to an Issuer Sponsored Holding or certificated holding.

If the Operating Rules apply to the Relevant Shares, the Divestment Notice must comply with those Operating Rules.

21.2 Relevant Period

For a Divestment Notice given to a Small Holder, the Relevant Period must be at least six weeks from the date the Divestment Notice was given. For a Divestment Notice given to a New Small Holder, the Relevant Period must be at least seven days from the date the Divestment Notice was given.

21.3 Company can sell Relevant Shares

At the end of the Relevant Period the Company is entitled to sell on-market or in any other way determined by the Voting Directors:

- (a) the Relevant Shares of a Member who is a Small Holder, unless that Member has notified the Company in writing before the end of the Relevant Period that the Member desires to retain the Relevant Shares, in which event the Company must not sell those Relevant Shares under that Divestment Notice; and
- (b) the Relevant Shares of a Member who is a New Small Holder.

21.4 No obligation to sell

The Company is not bound to sell any Relevant Shares which it is entitled to sell under this Part 21 but unless the Relevant Shares are sold within six weeks after the end of the Relevant Period the Company's right to sell the Relevant Shares under the Divestment Notice relating to those Shares lapses and it must notify the Member to whom the Divestment Notice was given accordingly.

21.5 Company as Member's attorney

To effect the sale and transfer by the Company of Relevant Shares of a Member, the Member appoints the Company and each Director and Secretary jointly and severally as the Member's attorney in the Member's name and on the Member's behalf to do all acts and things which the Company considers necessary or appropriate to effect the sale or transfer of the Relevant Shares and, in particular:

- (a) to initiate a holding adjustment to move the Relevant Shares from a CS Facility holding to an Issuer Sponsored Holding or a certificated holding; and

- (b) to execute on behalf of the Member all deeds, instruments or other documents necessary to transfer the Relevant Shares and to deliver any such deeds, instruments or other documents to the purchaser.

21.6 Conclusive evidence

A statement in writing by or on behalf of the Company under this Part 21 is (in the absence of manifest error) binding on and conclusive against a Member. In particular, a statement that the Relevant Shares specified in the statement have been sold in accordance with this Part 21 is conclusive against all persons claiming to be entitled to the Relevant Shares and discharges the purchaser from all liability in respect of the Relevant Shares.

21.7 Registering the purchaser

The Company must register the purchaser of Relevant Shares as the holder of the Relevant Shares transferred to the purchaser under this article. The purchaser is not bound to see to the application of any money paid as consideration. The title of the purchaser to the Relevant Shares transferred to the purchaser is not affected by any irregularity or invalidity in connection with the actions of the Company under this Part 21.

21.8 Payment of proceeds

Subject to article 21.9, where:

- (a) Relevant Shares of a Member are sold by the Company on behalf of the Member under this article; and
- (b) the certificate for the Relevant Shares (unless the Company is satisfied that the certificate has been lost or destroyed or the Relevant Shares are Uncertificated Securities) has been received by the Company,

the Company must, within 60 days of the completion of the sale:
- (c) if the Member nominates a bank account for payment, deposit the proceeds of the sale in the nominated bank account of the Member, or in the case of joint holders, in the nominated bank account of the Member whose name first appears in the register; or
- (d) if no bank account is nominated by the Member, send the proceeds of sale to the Member entitled to those proceeds by sending a cheque payable to the Member through the post to the address of the Member shown in the Register, or in the case of joint holders, to the address shown in the Register as the address of the Member whose name first appears in the Register. Payment of any money under this article by cheque is at the risk of the Member to whom it is sent.

21.9 Costs

In the case of a sale of the Relevant Shares of a New Small Holder in accordance with this Part 21, the Company is entitled to deduct and retain from the proceeds of sale, the costs of the sale as determined by the Company. In any other case, the Company or a purchaser must bear the costs

of sale of the Relevant Shares. The costs of sale include all stamp duty, brokerage and government taxes and charges (except for tax on income or capital gains of the Member) payable by the Company in connection with the sale and transfer of the Relevant Shares.

21.10 Remedy limited to damages

The remedy of a Member to whom this article applies, in respect of the sale of the Relevant Shares of that Member is expressly limited to a right of action in damages against the Company to the exclusion of any other right, remedy or relief against any other person.

21.11 Dividends and voting suspended

Unless the Voting Directors determine otherwise, where a Divestment Notice is given to a New Small Holder in accordance with this Part 21, then despite any other provision in this Constitution, the rights to receive payment of dividends and to vote attached to the Relevant Shares of that Member are suspended until the Relevant Shares are transferred to a new holder or that Member ceases to be a New Small Holder. Any dividends that would, but for this article, have been paid to that Member must be held by the Company and paid to that Member within 60 days after the earlier of:

- (a) the date the Relevant Shares of that Member are transferred; and
- (b) the date that the Relevant Shares of that Member cease to be subject to a Divestment Notice.

21.12 Twelve month limit

If it is a requirement of the Listing Rules, the Company must not give a Small Holder more than one Divestment Notice in any 12 month period (except as contemplated by article 21.13).

21.13 Effect of takeover bid

From the date of the announcement of a takeover bid for the Shares until the close of the offers made under the takeover bid, the Company's powers under this Part 21 to sell Relevant Shares of a Member cease. After the close of the offers under the takeover bid, the Company may give a Divestment Notice to a Member who is a Small Holder or a New Small Holder, despite article 21.12 and the fact that it may be less than 12 months since the Company gave a Divestment Notice to that Member.

21.14 Definitions

In this Part 21:

Divestment Notice means a notice given under article 21.1 to a Small Holder or a New Small Holder;

Market Value in relation to a Share means the closing price on SEATS of the Share;

New Small Holder is a Member who is the holder or a joint holder of a New Small Holding;

New Small Holding means a holding of Shares created after the date on which Part 21 came into effect by the transfer of a parcel of Shares the aggregate Market Value of which at the time a proper transfer was initiated or a paper based transfer was lodged, was less than a marketable parcel of Shares as provided under the Listing Rules;

Relevant Period means the period specified in a Divestment Notice under article 21.2;

Relevant Shares are the Shares specified in a Divestment Notice;

Shares for the purposes of Part 21 are shares in the Company all of the same class;

Small Holder is a Member who is the holder or a joint holder of a Small Holding; and

Small Holding means a holding of Shares the aggregate Market Value of which at the relevant date is less than a marketable parcel of Shares as provided under the Listing Rules.

Macquarie Group Limited

Schedule 1 - Rights attaching to preference shares

1 Terms of preference shares

The Company may issue preference shares under article 1.11 on the following terms:

- (a) each preference share confers on the holder a right to receive a preferential dividend at the rate and on the basis described in the terms of issue;
- (b) in addition to the preferential dividend, each preference share may participate with the ordinary shares in profits if, and to the extent, described in the terms of issue;
- (c) the preferential dividend is cumulative unless, and to the extent, described otherwise in the terms of issue;
- (d) each preference share confers on its holder:
 - (i) the right to the preferential dividend in priority to the payment of any dividend on any other class of shares; and
 - (ii) the right in a winding up or on redemption to payment in cash in priority to any other class of shares of:
 - (A) the amount of any dividend accrued but unpaid on the share at the date of winding up or the date of redemption; and
 - (B) any amount paid on the share;
- (e) unless otherwise described in the terms of issue, a preference share does not confer on its holder any right to participate in the profits or property of the Company except as set out in this schedule;
- (f) unless otherwise described in the terms of issue, a preference share does not confer a right to participate in any issue of securities by the Company;
- (g) unless otherwise described in the terms of issue, a preference share is not redeemable nor at the option of the Company liable to be redeemed. The Company may, at any time, redeem all or any redeemable preference shares by paying to the holder of a redeemable preference share an amount equal to the amount payable on redemption as determined under the terms of issue;

- (h) a preference share does not entitle its holder to move or second resolutions or vote at any general meeting of the Company except:
 - (i) on a proposal:
 - (A) to reduce the share capital of the Company;
 - (B) that affects rights attached to the share;
 - (C) to wind up the Company; or
 - (D) for the disposal of the whole of the property, business and undertaking of the Company;
 - (ii) on a resolution to approve the terms of a buy back agreement;
 - (iii) during a period in which a dividend or part of a dividend on the share is in arrears;
 - (iv) during the winding up of the Company; and
 - (v) in any other circumstance described in the terms of issue;
- (i) each preference share confers on its holder the same rights as those conferred upon the holders of ordinary shares in relation to receiving notices of general meetings, reports, balance sheets and accounts and of attending and being heard at all general meetings of the Company; and
- (j) any:
 - (i) issue of equity securities; or
 - (ii) conversion of existing securities to other securities,

ranking in priority to an existing class of preference shares is a variation of the rights attaching to those preference shares.
- (k) if the terms of issue so provide, where a dividend on that class of preference shares is not paid in full on the due date, the Company must not without the approval of a special resolution passed at a separate meeting of holders:
 - (i) declare or pay a cash dividend or make any distribution in respect of shares or any class of shares other than that class of preference shares or any other class of preference shares ranking ahead of that class for payment of dividends or distributions of that type;
 - (ii) redeem, reduce, cancel or acquire for any consideration any share capital of the Company; or
 - (iii) set aside any cash or property or establish any sinking fund for anything referred to in (i) or (ii),

until such time as is specified in the terms of issue.

2 Conversion

A preference share which, in accordance with its terms of issue, may be converted into an ordinary share will, at the time of conversion and without any further act, have the same rights as a fully paid ordinary share and rank equally with other fully paid ordinary shares on issue. This is subject to the terms of issue of the preference share in relation to entitlement to ordinary dividends paid after conversion. In addition, the terms of issue of the preference share may provide for the issue of additional ordinary shares on conversion as determined by the Voting Directors. The terms of issue of a preference share may provide for conversion into a security of the Company other than ordinary shares.