

**Companies (New South Wales) Code**  
**A Company Limited By Shares**

**ARTICLES OF ASSOCIATION**  
**OF**  
**ATTUNGA SKI LODGE LIMITED**  
**(FORMERLY NAMED "HYSWEST LIMITED")**

1. In these Articles unless there be something in the subject or context inconsistent therewith:

"the Code" means the Companies (New South Wales) Code with any modification amendment or re-enactment thereof for the time being in force.

"Articles" means Articles of Association of the Company as amended from time to time and references to particular Articles have a corresponding meaning.

"Auditor" or "Auditors" means auditor or auditors for the time being of the Company.

"Capital" or "share capital" means share capital from time to time of the Company.

"Common Seal" means common seal of the Company.

"the Company" means HYSWEST LIMITED

"Director" means any Director of the Company for the time being and includes an alternate Director.

"the Directors" or "the Board" means the whole or any number of the Directors assembled at a meeting of Directors not being less than a quorum.

"dividend" includes bonus.

"member" means person entered in the Register as a member for the time being of the Company.

"month" means calendar month.

"the Office" means the registered office for the time being of the Company in the State.

"the Register" means the register of members to be kept pursuant to the Code.

"representative" means a person authorised to act as a representative of a corporation pursuant to Section 244 of the Code.

"Secretary" means any person appointed to perform the duties of a Secretary of the Company and includes any person appointed to perform such duties temporarily.

"share" means share in the share capital of the Company and includes stock except where a distinction between stock and share is expressed or implied.

"special resolution" has the meaning assigned thereto by the Code.

"the State" means the State of New South Wales.

"writing" includes printing typing lithography and other modes of representing or reproducing words in a visible form and "written" has a corresponding meaning.

Words importing the singular number only include the plural number and vice versa.

Words importing one gender include the other genders.

Words importing persons include corporations.

Reference to any Section of the Code shall be deemed to include reference to any corresponding Section in any modification amendment or re-enactment of the Code.

Head notes to these Articles do not form part and shall not affect the interpretation thereof.

2. Section 40 of the Companies and Securities (Interpretation and Miscellaneous Provisions) (New South Wales) Code applies in relation to these articles as if they were an instrument made by an authority under a power conferred by the Companies (New South Wales) Code as in force on the date on which these articles became binding on the company.
3. An expression used in a particular Part or Division of the Code that is given by that Part or Division a special meaning for the purposes of that Part or Division has, in any of these articles that deals with a matter dealt with by that Part or Division, unless the contrary intention appears, the same meaning as in that Part or Division.
4. The regulations contained in Table A in Schedule 3 to the Code shall not apply to the Company.

## **SHARES**

5. ...
  - (a) The capital of the Company is one million dollars (\$1,000,000) divided into one million (1,000,000) shares of one dollar (\$1.00) each.
  - (b) The rights attached to shares issued upon special conditions shall be clearly defined. In the event of preference shares being issued at any time the total nominal value of issued preference shares for the time being shall not exceed the total nominal value of the issued ordinary capital for the time being.
  - (c) Any preference shares created and issued shall confer upon the holder or holders thereof (inter alia) the same rights as the holders of ordinary shares to receive notices reports and audited accounts and to attend general meetings of the Company and shall also confer upon the holder or holders thereof the right to vote at any meeting convened (inter alia) for the purpose of reducing the capital, or winding up, or sanctioning a sale of the undertaking, or where the proposition to be submitted to the meeting directly affects their rights and privileges including the priority of payment of capital and dividends or when the dividend on such shares is in arrears more than six months.
  - (d) The Company may at any time create and issue preference shares ranking equally with or in priority to preference shares already issued.

- (e) Subject to the Code, any preference shares may, with the sanction of a resolution, be issued on the terms that they are, or at the option of the company are liable, to be redeemed.
6. None of the funds of the Company or of any subsidiary thereof shall directly or indirectly be employed in the purchase of or in loans upon the security of the Company's shares except as authorised by Section 129 of the Code.
7. ...
- (a) Subject to these Articles and the Code all unissued shares shall be at the disposal of the Directors who may allot grant options over or otherwise deal with or dispose of them at such times and generally on such terms and conditions (including issue at a discount) as they think proper. Subject as aforesaid any share may be issued with such preferential deferred or special rights privileges or conditions or with such restrictions whether with regard to dividends voting return of capital or otherwise as the Directors may from time to time determine.
  - (b) Notwithstanding the foregoing no Director shall participate in any issue of shares or options to employees unless the shareholders in general meeting have approved the specific allotment to be made to such Director and unless he holds office in an executive capacity and provided further that no shares shall be issued to transfer a controlling interest in the Company without the prior approval of shareholders in general meeting.
8. Except as required by law, no person shall be recognised by the Company as holding any share upon any trust, and the Company shall not be bound by or be compelled in any way to recognise (whether or not it has notice thereof) any equitable, contingent, future, or partial interest in any share or unit of a share or (except only as by these regulations or by law otherwise provided) any other right in respect of any share except an absolute right of ownership in the registered holder.
9. ...
- (a) The Company may at any time pay a commission to any person for subscribing or agreeing to subscribe (whether absolutely or conditionally) for any shares or for procuring or agreeing to procure subscriptions (whether absolutely or conditionally) for any shares but so that statutory conditions and requirements shall be observed and complied with and the amount of rate of commission shall not exceed ten per centum of the price at which the shares in respect at which the commission is paid are issued. The commission may be paid or satisfied in cash or in shares or debentures of the Company or partly in one of such modes and partly in another or others.
  - (b) The Company may, on any issue of shares, also pay such brokerage as is lawful.

### **SHARE CERTIFICATES**

10. Subject to these Articles and the Code every certificate of title to shares shall be issued under the common seal of the Company and signed by one Director and countersigned by the Secretary or some other person appointed by the Directors.

The signatures to certificates may be either manuscript or affixed by some mechanical or other means as aforesaid the certificate shall bear evidence of examination by the Auditor of the Company or by any registered company auditor appointed by the Directors for that purpose.

11. ...

- (a) Every member shall be entitled without payment to one certificate for the shares registered in his name or to several certificates (in reasonable denominations) for different portions of his holding provided that in respect of a share or shares held jointly by several persons such persons shall be deemed to be one member.
- (b) Every certificate of shares shall specify the number and class of the shares in respect of which it is issued and the extent to which the shares are paid up or are agreed to be considered paid up.
- (c) Subject to these Articles the Company shall complete and have ready for delivery all appropriate certificates within two months of allotment of any of its shares and within one month after the date on which a transfer of any of its shares is lodged with the Company.

12. ...

- (a) Subject to the Code if any certificate be worn out or defaced then upon production thereof to the Directors they may order the same to be cancelled and may issue a new certificate in lieu thereof. If any certificate be stolen, lost or destroyed and not pledged sold or otherwise disposed of then upon proof thereof to the satisfaction of the Directors and on such indemnity as the Directors deem adequate being given and such steps (including advertising) taken as the Directors think necessary a new certificate in lieu thereof shall be issued to the party entitled to such stolen lost or destroyed certificate and in such event the Company shall be entitled to charge for each new certificate issued to replace a lost or destroyed certificate any sum not exceeding fifty cents.
- (b) On every application to register the transfer of any shares or to register any person as a member in respect of any shares to which he has become entitled by operation of law the certificate specifying the shares in respect of which such registration is required shall be delivered up to the Company for cancellation and upon registration of such transfer or transmission a new certificate in similar form specifying the shares transferred or transmitted shall be delivered to the transferee or the transmittee as the case may be or such person nominated in writing by either of them and if the registration of any transfer or transmission is required in respect of some only of the shares specified on the certificate delivered up to the Company a new certificate specifying the shares remaining untransferred or untransmitted shall be issued to the party entitled thereto.

13. Where two or more persons are registered as the joint holders of any share, the delivery of a share certificate or certificates to one of them shall be sufficient delivery to all.

## CALLS ON SHARES

14. ...
- (a) The Directors may from time to time make such calls as they think fit upon the members in respect of any moneys unpaid on the shares held by them respectively and not by the conditions of allotment thereof made payable at fixed times and each member shall pay the amount of every call so made on him to the persons and at the times and places appointed by the Directors.
  - (b) A call may be made payable by instalments and shall be deemed to have been made when the resolution of the Directors authorising such call was passed.
  - (c) The Directors may make arrangements on the issue of shares for varying the amounts and times of payment of calls as between the holders of such shares.
  - (d) The joint holders of a share shall be severally as well as jointly liable for the payment of all instalments and calls due in respect of such share.
15. Subject to the provisions of Article 19 in respect of appropriation of amounts paid in advance of a call, each member shall receive at least fourteen days' notice specifying the time or time and place of payment and to whom such call shall be paid. A call may be revoked or postponed as the Directors may determine.
16. If by the terms of issue of any share or otherwise any amount is payable at any fixed time or by instalments at fixed times whether on account of the nominal value of the share or by way of premium every such amount or instalment shall be payable as if it were a call duly made by the Directors and of which due notice had been given and all the provisions of these Articles relating to calls shall apply to such amount or instalment accordingly.
17. If the sum payable in respect of any call or instalment is not paid on or before the day appointed for payment thereof the holder for the time being of the share in respect of which the call is made or the instalment is due shall pay interest on the same at the rate of ten per centum per annum or at such lesser rate as the Directors may determine from the day appointed for the payment thereof to the time of the actual payment, but the Directors may waive payment of that interest wholly or in part.
18. On the trial or hearing of any action for the recovery of any money due for any call it shall be sufficient to prove that the name of the member sued is entered in the Register as the holder or one of the holders of the shares in respect of which such debt accrued that the resolution making the call is duly recorded in the minute book and that notice of such call was duly given to such member and it shall neither be necessary to prove the appointment of the Directors who made such call nor any other matters whatsoever but the proof of the matters aforesaid shall be conclusive evidence of the debt.
19. The Directors may if they think fit receive from any member willing to advance the same all or any part of the sum unpaid upon the shares held by him beyond the sums actually called for and upon the amount so paid in advance or so much thereof as from time to time exceeds the amount of the calls then made upon the shares in respect of which such advance has been made the Company may pay interest at such rate as the member paying such sum in advance and the Directors agree upon

or the Directors may agree with such member that the member may participate in any distribution of profits upon the amount so paid in advance. The Directors may at any time:

- (a) repay the whole or any part of any amount paid in advance upon giving to the member one month's notice of intention to do so, or
- (b) forthwith on the passing of the resolution making a call, appropriate without notice the whole or any part of any amount paid in advance in satisfaction of such call.

### **FORFEITURE AND LIEN**

- 20. If any member fails to pay any call or instalment on or before the day appointed for the payment of the same the Directors may at any time thereafter during such time as the call or instalment remains unpaid serve a notice on such member requiring him to pay the same together with any interest that may have accrued and all expenses that may have been incurred by the Company by reason of such non-payment. For the purpose of these Articles relating to forfeiture of shares the sum payable upon allotment in respect of a share shall be deemed to be a call payable upon such share on the day of allotment.
- 21. The notice under Article 20 shall name a day (not being less than fourteen days from the date of the notice) on or before which and a place or places at which such call or instalment and such interest and expenses as aforesaid are to be paid. The notice shall also state that in the event of non-payment at or before the time and at the place or places appointed the shares in respect of which the call was made or instalment is payable will be liable to be forfeited.
- 22. If the requirements of any notice under Article 20 are not complied with any shares in respect of which such notice has been given may at any time thereafter before payment of all calls or instalments interest and expenses due in respect thereof be forfeited by a resolution of the Directors to that effect. Such forfeiture shall include all dividends declared in respect of the forfeited shares and not actually paid before the forfeiture.
- 23. When any share has been forfeited pursuant to Article 22 notice of the resolution shall be given to the member in whose name it stood immediately prior to the forfeiture and an entry of the forfeiture with the date thereof shall forthwith be made in the Register but failure to give such notice or to make such entry shall not invalidate the forfeiture.
- 24. Any shares forfeited pursuant to Article 22 shall be deemed to be the property of the Company and the Directors may sell re-allot or otherwise dispose of the same in such manner as they think fit provided that in the event of any shares so forfeited being sold any residue remaining from the proceeds thereof after satisfaction of any calls or instalments due and unpaid in respect of such shares and accrued interest and expenses shall be paid to the person entitled to such shares at the time of forfeiture or his executors administrators or assigns or as he directs.
- 25. The Directors may at any time before any share forfeited pursuant to Article 22 have been sold re-allotted or otherwise disposed of annul the forfeiture thereof upon such conditions as they think fit.

26. Any person whose shares have been forfeited shall thereupon cease to be a member in respect of the forfeited shares but notwithstanding such forfeiture shall be liable to pay and shall forthwith pay to the Company all calls instalments interest and expenses owing upon or in respect of such shares at the time of the forfeiture together with interest thereon from the time of forfeiture until payment at the rate of ten per centum per annum and the Directors may enforce the payment of such moneys or any part thereof if they think fit but shall not be under any obligation so to do.
27. A certificate in writing under the hand of one Director countersigned by the Secretary that a call or instalment thereof in respect of any shares was made and notice thereof served and that default in payment of the call or instalment was made and that forfeiture of the shares was duly made by a resolution of the Directors to that effect shall be sufficient evidence of the facts therein stated against all persons claiming to be entitled to such shares and of the title of the Company to dispose of the same.
28. ...
- (a) The company may receive the consideration (if any) given for a forfeited share on any sale or disposition of the share and may execute a transfer of the share in favour of the person to whom the share is sold or disposed of.
- (b) Upon the execution of the transfer, the transferee shall be registered as the holder of the share and is not bound to see to the application of any money paid as consideration.
- (c) The title of the transferee to the share is not affected by any irregularity or invalidity in connection with the forfeiture, sale or disposal of the share.

### LIEN

29. The Company shall have a first and paramount lien on every share (not being a fully paid share) for all money (whether presently payable or not) called or payable at a fixed time in respect of that share, and the Company shall also have a first and paramount lien on all shares (other than fully paid shares) registered in the name of a single person for all money presently payable by him or his estate to the company; but the Directors may at any time declare any share to be wholly or in part exempt from the provisions of this regulation. The company's lien, if any, on a share shall extend to all dividends payable thereon.
30. The Company may sell, in such manner as the Directors think fit, any shares on which the Company has a lien, but no sale shall be made unless a sum in respect of which the lien exists is presently payable, nor until the expiration of fourteen days after a notice in writing, stating and demanding payment of such part of the amount in respect of which the lien exists as is presently payable, has been given by the Company to the registered holder for the time being of the share, or the person entitled thereto by reason of his death or bankruptcy.
31. To give effect to any such sale the Directors may authorise some person to transfer the shares sold to the purchaser thereof. The purchaser shall be registered as the holder of the shares comprised in any such transfer and he shall not be bound to see to the application of the purchase money, nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.

32. The proceeds of any such sale shall be received by the Company and applied in payment of such part of the amount in respect of which the lien exists as is presently payable, and the residue, if any, shall (subject to a like lien for sums not presently payable as existed upon the shares before the sale) be paid to the person entitled to the shares at the date of the sale.

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

33. No transfer shall be registered unless a proper instrument of transfer has been presented to the Company. Subject to Article 31 the instrument of transfer of any share shall be signed by or on behalf of the transferor and shall be signed also by or on behalf of the transferee unless complying with the provisions of any law whereby such instrument is deemed to be so signed in the event of such compliance or unless in the case of a fully paid up share signature by the transferee shall have been dispensed with by the Directors. The transferor shall be deemed to remain the holder of such share until the name of the transferee is entered in the Register in respect thereof.
34. The instrument of transfer of any share shall be in the form approved by the Australian Associated Stock Exchange or such other form as the Directors may in special circumstances accept. No fee shall be charged on the transfer of any shares.
35. There shall be no restriction on the transfer of fully paid up shares except that the Directors may decline to register any transfer of shares upon which the Company has a lien. The Directors may also refuse to register more than three persons as the joint holders of any shares except in the case of executors or trustees of a deceased holder. If the Directors refuse to register a transfer of any shares they shall within two months after the date of lodgment of the transfer send to the transferee notice of the refusal.
36. Every instrument of transfer shall be presented to the Company at its registered office duly stamped and accompanied by the certificate of the shares to be transferred and such other evidence (if any) as the Directors may require to prove the title of the transferor or his right to transfer the shares. All instruments of transfer once registered shall be retained by the Company but any instrument of transfer which the Directors may decline to register shall except in the case of apparent fraud be returned on demand to the person depositing same.
37. The Register may be closed during such time as the Directors think fit not exceeding in the whole thirty days in any calendar year. Fourteen days' notice at least of such intended closure shall be given by advertisement in a daily newspaper circulating generally throughout the State and in a newspaper circulating generally in the district where any branch register of members is kept.
38. In case of the death of a member the survivor or survivors where the deceased was a joint holder, and the legal personal representatives of the deceased where he was a sole holder, shall be the only persons recognised by the Company as having any title to his interest in the shares; but nothing herein contained shall release the estate of a deceased joint holder from any liability in respect of any share which had been jointly held by him with other persons.



39. ...
- (a) Subject to any statutory provisions for the time being in force in the State relating to the transfer and transmission of shares any person becoming entitled to shares in consequence of the death or bankruptcy of any member or otherwise by operation of law upon producing such evidence that he sustains the character in respect of which he proposes to act under this Article or of his title as the Directors think sufficient may with the consent of the Directors be registered as a member in respect of such shares or may subject to the provisions as to transfers hereinbefore contained transfer such shares.
  - (b) If the person becoming entitled elects to be registered himself, he shall deliver or send to the company a notice in writing signed by him stating that he so elects.
  - (c) All the limitations, restrictions and provisions of these rules relating to the right to transfer, and the registration of transfer of, shares are applicable to any such notice or transfer as if the death or bankruptcy of the member had not occurred and the notice or transfer were a transfer signed by that member.
  - (d) This Article 39 is hereinafter referred to as "the transmission Clause".

40. ...
- (a) The Directors shall have the same right to refuse to register a person entitled by transmission to any shares or his nominee as if he were the transferee named in an ordinary transfer presented for registration.
  - (b) Where two or more persons are jointly entitled to any share in consequence of the death of the registered holder, they shall, for the purpose of these articles, be deemed to be joint holders of the share.

#### **INCREASE REDUCTION AND ALTERATION OF CAPITAL**

41. ...
- (a) The Company in general meeting may from time to time by resolution increase its share capital by the creation of new shares of such amount as may be deemed expedient.
  - (b) All the provisions of these Articles shall apply to the shares in new capital in the same manner in all respects as the shares in the existing capital of the Company.

42. The Company in general meeting may from time to time by resolution alter the conditions of its Memorandum of Association in any of the following ways that is to say it may:
- (a) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;
  - (b) convert, or make provision for the conversion of, all or any of its fully paid shares into stock and reconvert, or make provision for the reconversion of, that stock into fully paid up shares of any denomination;

- (c) subdivide its shares or any of them into shares of smaller amount than is fixed by its Memorandum of Association provided that in any such subdivision the proportion between the amount paid and the amount (if any) unpaid on each reduced share shall be the same as it was in the case of the share from which the reduced share was derived;
  - (d) cancel shares which at the date of the passing of the resolution in that behalf have not been taken or agreed to be taken by any person or which have been forfeited and diminish the amount of its share capital by the amount of the shares so cancelled.
43. When any shares have been converted into stock:
- (a) the several holders of such stock may thenceforth transfer their respective interests therein or any part of such interests in the same manner and subject to the same provisions as fully paid up shares in the Company's capital may be transferred or as near thereto as circumstances will admit provided that the directors may fix the minimum amount of stock transferable and restrict or forbid the transfer of fractions of that minimum, but the minimum shall not exceed the aggregate of the nominal values of the shares from which the stock arose.
  - (b) the holders of stock shall according to the amount of stock held by them have the same rights privileges and advantages as regards dividends voting at meetings of the Company and other matters as if they held the shares from which such stock was converted, but no such privilege or advantage (except participation in the dividends and profits of the Company and in the assets of the Company on a winding up) shall be conferred by any such aliquot part of stock which would not if existing in shares have conferred that privilege or advantage. No such conversion shall affect or prejudice any preference or other special privilege attached to the shares so converted.
  - (c) save as aforesaid all such of the provisions of these Articles as are applicable to fully paid up shares shall apply to stock and reference in these provisions to share and shareholder shall be read as including references to stock and stockholder respectively.
44. Subject to Article 47 and the Code the Company may in general meeting from time to time by special resolution reduce its share capital any capital redemption reserve fund or any share premium account in any way.

### **MODIFICATION OF RIGHTS**

45. ...
- (a) Subject to the Code whenever the capital of the Company by reason of the issue of preference shares or otherwise is divided into different classes of shares all or any of the rights and privileges attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may be varied or abrogated and any repayment of preference capital may be effected by special resolution if the proposed variation abrogation or repayment is approved by resolution of the holders of at least three-fourths of the issued shares of the class affected at a special meeting of the holders of shares of

that class convened for that purpose or (if a quorum be not present at such special meeting or if such resolution be not passed by the necessary majority) by consent in writing signed by the holders of at least three-fourths of the issued shares of that class within two months from the date of such special meeting and all the provisions hereinafter contained as to general meetings shall mutatis mutandis apply so far as they are capable of application to any such special meeting.

- (b) The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall, unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking equally with the first-mentioned shares.

### **GENERAL MEETINGS**

46. ...

- (a) Subject to Section 240 of the Code a General Meeting shall be held at least once in every calendar year and within the period of five (5) months after the end of the Company's financial year at such time and place as may be prescribed by the Directors.
- (b) The abovementioned General Meetings shall be called "Annual General Meetings" and all other meetings of the Company shall be called "General Meetings".

47. ...

- (a) Any Director may convene a general meeting whenever he thinks fit.
- (b) Subject to Section 241 of the Code the Directors shall on the requisition of members holding at the date of the deposit of the requisition not less than one-twentieth of such of the paid up capital of the Company as at that date carries the right of voting at general meetings forthwith proceed duly to convene an general meeting to be held as soon as practicable but in any case not later than two months after the receipt by the Company of the requisition.
- (c) The requisition shall state the objects of the meeting and shall be signed by the requisitionists and be deposited at the Office and it may consist of several documents in like form each signed by one or more requisitionists.
- (d) If the Directors do not within twenty-one days after the date of the deposit of the requisition proceed to convene a meeting the requisitionists or any of them representing more than one-half of the total voting rights of all of them may themselves in the same manner as nearly as possible as that in which meetings are to be convened by the Directors convene a meeting but any meeting so convened shall not be held after the expiration of three months from the date of the deposit of the requisition.
- (e) A meeting at which a special resolution is to be proposed shall be deemed not to be duly convened by the Directors or requisitionists as the case may be if they do not give such notice thereof as is required by the Code in the case of special resolutions.

- (f) A requisition by joint holders of shares must be signed by all such holders.
48. ...
- (a) Subject to the provisions of the Code relating to shorter notice thereof fourteen days' written notice at least of every annual general meeting or general meeting or if the meeting is one at which it is proposed to pass a special resolution at least twenty-one days' written notice shall be given in the manner hereinafter provided to the members or such persons as are entitled under these Articles to receive notices and the same amount of notice of any such meeting shall be given by advertisement in a daily newspaper circulating generally throughout the State.
- (b) Every such notice shall specify the place day and hour of the meeting and the general nature of any special business to be transacted at it.
- (c) Every such notice of a meeting at which it is proposed to pass a special resolution shall be accompanied by a statement showing the intended effect of such special resolution.
- (d) Subject to Section 539 (3) of the Code the accidental omission to give notice of a meeting to or the non-receipt of notice of a meeting by any member shall not invalidate any of the proceedings at that meeting.
- (e) Not less than ten business days before the date of any general meeting and in the case of a meeting convened to pass a special resolution, not less than five business days before such meeting is held, the Directors shall forward a copy of the aforesaid notice of any such meeting to each Stock Exchange on which the shares of the Company are officially listed.

### **PROCEEDINGS AT GENERAL MEETINGS**

49. The business of an annual general meeting shall be to receive and consider the Profit and Loss Account and the Balance Sheet the Reports of the Directors and of the Auditors to declare dividends to elect Directors in the place of those retiring and to transact any other business which under these Articles ought to be transacted at an annual general meeting. All other business transacted at an annual general meeting and all business transacted at an extraordinary general meeting shall be deemed special. No person shall as regards any special business of which notice has been duly given be at liberty to move at any meeting any resolution or any amendment of a resolution not previously approved of by the Directors unless he has given not less than eleven (11) clear days' previous notice of his intention to move such resolution or amendment at such meeting by leaving a copy of the resolution or amendment (as the case may be) at the Office. The Auditor shall be entitled to attend and be heard on any part of the business of the meeting which concerns him as Auditor.
50. Three members present in person or by proxy or attorney and representing and holding or representing by proxy not less than one-tenth of the total voting rights of all members having the right to vote at the meeting shall be a quorum for all purposes at a general meeting. No business shall be transacted at any general meeting unless the quorum requisite shall be present at the commencement of business.

51. At every general meeting:
- (a) the Chairman of Directors if present within fifteen minutes of the time appointed for holding such meeting and if willing to act shall take the chair;
  - (b) in the absence of the Chairman or if the Chairman being present is unwilling to act the Deputy Chairman of Directors (if any) if so present and willing to act shall take the chair;
  - (c) in the absence of both the Chairman and Deputy Chairman or if either or both being so present is or are unwilling to act the members present personally or by proxy or attorney or representative and entitled to vote shall choose one of the Directors to be chairman or if no Director is present or if none of the Directors present is willing to act, such members shall choose some one of their number to be chairman.
52. If within fifteen minutes from the time appointed for a general meeting a quorum is not present the meeting if convened upon requisition pursuant to Article 47 shall be dissolved but in any other case it shall stand adjourned to the same day in the next week at the same time and place. If within fifteen minutes from the time so appointed for such adjourned meeting a quorum is not present any three members entitled to vote who are present in person or by proxy or attorney shall be a quorum and may transact the business for which the meeting was called.
53. At any general meeting a resolution put to the vote of the meeting is decided by a show of hands unless a poll is demanded (before or on the declaration at the result of the show of hands). In the case of an equality of votes whether on a show of hands or a poll, the Chairman shall be entitled to a second or casting vote.
54. ...
- (a) At any general meeting unless a poll is demanded as hereinafter provided a declaration by the Chairman that a resolution has been carried or lost by a particular majority and an entry to that effect in the book containing the minutes of proceedings of the Company shall be Conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.
  - (b) A poll shall not be demanded on the election of a chairman of the meeting or on the question of the adjournment of any general meeting.
  - (c) Except as provided in paragraph (b) of this Article a poll upon a resolution submitted to a general meeting may be demanded (before or forthwith upon the declaration of the result of a show of hands):
    - (i) by the Chairman; or
    - (ii) by not less than five members having the right to vote at the meeting; or
    - (iii) by a member or members representing not less than one-tenth of the total voting rights of all members having the right to vote at the meeting; or
    - (iv) by a member or members holding shares in the Company conferring a right to vote at the meeting being shares on which an aggregate sum

has been paid up equal to not less than one-tenth of the total sum paid up on all the shares conferring that right.

- (d) For the purposes of paragraph (c) of this Article "member" means a member present in person or by proxy or attorney or representative.
55. If a poll is properly demanded it shall be taken in such manner and at such time and place as the Chairman directs and either at once or after an interval or adjournment or otherwise and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. The demand for a poll may be withdrawn. In case of any dispute as to the admission or rejection of a vote the Chairman shall determine the same and such determination made in good faith shall be final and conclusive.
56. ...
- (a) The Chairman of a general meeting may with the consent of the meeting at which a quorum is present and shall if so directed by the meeting adjourn the same from time to time and from place to place but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. A resolution passed at any adjourned meeting shall for all purposes be regarded as having been passed on the date on which it was in fact passed and shall not be deemed to have been passed on any earlier date.
- (b) When a meeting is adjourned for 30 days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.
- (c) Except as provided by Article 56 (b), it is not necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
57. The demand for a poll shall not prevent the continuance of a general meeting for the transaction of any business other than the question on which a poll has been demanded.

### **VOTES OF MEMBERS**

58. Subject to these Articles and the official listing requirements of the Australian Associated Stock Exchange and to any special conditions attaching to any class of shares a member shall be entitled either personally or by proxy or by attorney or by representative to be present at any general meeting of the Company and to vote on any question on a show of hands and upon a poll and to be reckoned in a quorum.
59. Subject to the restrictions on voting from time to time affecting any class of shares and to Articles 62 (d) & 66 on a show of hands every member present in person or by proxy or attorney or representative shall have one vote and upon a poll every member so present shall have one vote for every share held by him. A person entitled to cast more than one vote upon a poll need not if he votes use all his votes or cast all the votes he uses in the same way.
60. Any person entitled under the transmission clause to the transfer of any shares may vote at any general meeting in respect thereof in the same manner as if he were the registered holder of such shares provided that forty-eight hours at least before the time of holding the meeting or adjourned meeting as the case may be at

which he proposes to vote he shall satisfy the Directors of his right to the transfer of such shares or the Directors shall have previously admitted his right to vote at such meeting in respect thereof.

61. ...

- (a) Where there are joint registered holders of any shares any one of such persons may vote at any general meeting either personally or by proxy or attorney or representative in respect of such shares as if he were solely entitled thereto but if more than one of such joint holders be present at any such meeting personally or by proxy or attorney or representative that one of such joint holders so present whose name stands first on the Register in respect of such shares shall alone be entitled to vote in respect thereof. Executors or administrators of a deceased member in whose sole name any shares stand shall for the purposes of this Article be deemed joint holders thereof. Subject as aforesaid persons registered as joint holders of any shares shall be entitled to vote in respect of such shares as a separate holding notwithstanding that any one or more of such joint holders may be at the same time registered as sole holder or as holder or holders jointly with any person or persons of any other shares.
- (b) If a member is of unsound mind or is a person whose person or estate is liable to be dealt with in any way under the law relating to mental health, his committee or trustee or such other person as properly has the management of his estate may exercise any rights of the member in relation to a general meeting as if the committee, trustee or other person were the member.

62. ...

- (a) Votes at any general meeting may be given either personally or by proxy or attorney or representative.
- (b) A member may appoint no more than two proxies and where a member appoints two proxies the appointment shall be of no effect unless each proxy is appointed to represent a specified portion of the member's voting rights.
- (c) A person who is not a member of the Company may be appointed a proxy to attend any general meeting.
- (d) A proxy shall have the same right as the member by whom he is appointed to speak at any general meeting and to vote on a show of hands or on a poll, provided that where a member appoints two proxies then neither proxy shall have the right to vote on a show of hands.

63. The instrument appointing a proxy may be in any common form or in any other form which the Directors may approve but shall clearly indicate that the proxy holder may vote for or against each resolution at the meeting for which the proxy is given. Before any such proxy shall be entitled to act the instrument appointing him and the power of attorney (if any) under which it is signed or an office copy or notarially certified copy thereof shall be deposited at the Office at least twenty-four hours before the time for holding the meeting or adjourned meeting (as the case may be) at which the proxy proposes to vote. The proxy is not entitled to vote on a resolution except as specified in the instrument. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.

64. A person if so authorised by a power of attorney given by a member may act on behalf of such member at any general meeting of the Company provided that before any such attorney shall be entitled so to act under his power of attorney he shall not less than forty-eight hours before the holding of the meeting or adjourned

meeting have produced the same at the Office together with evidence satisfactory to the Directors of its non revocation.

65. A vote given in accordance with the terms of an instrument of proxy or power of attorney or appointment of representative shall be valid notwithstanding the previous death or unsoundness of mind of the member or revocation of the proxy or power of attorney or appointment of representative or transfer of the share in respect of which the vote is given provided no intimation in writing of the death unsoundness of mind or revocation has been received at the Office before the meeting or adjourned meeting and no such transfer has been registered before the meeting or adjourned meeting.
66. No member shall be entitled to be present or to vote on any question either personally or by proxy or attorney or representative at any general meeting on a show of hands or upon a poll or be reckoned in a quorum in respect of any shares upon which any call or other sum is due and unpaid.

### **DIRECTORS**

67. ...
  - (a) The names of the first Directors shall be determined in writing by the subscribers to the Memorandum of Association or a majority of them.
  - (b) Subject to the Code the number of Directors shall not be less than three until otherwise determined by the Company in general meeting.
68. The Directors shall have power at any time and from time to time to appoint any person as a Director either to fill a casual vacancy or as an addition to the Board but 'so that the total number of Directors shall not at any time exceed the maximum number fixed. Any Director so appointed shall hold office only until the next following annual general meeting and shall then be eligible for re-election but shall not be taken into account in determining the Directors who are to retire by rotation at that meeting.
69. ...
  - (a) The Directors shall be paid out of the funds of the Company by way of remuneration for their services such fixed sum (not being a commission on or percentage of profits or of turnover) as shall from time to time be determined by the Company in general meeting, and such remuneration shall be divided among the Directors in such proportions and manner as the Directors may determine and in default of such determination equally. The remuneration of the Directors shall not be increased except at a general meeting convened by a notice specifying the intention to propose such increase.
  - (b) If any Director being willing shall be called upon to perform extra services or to make any special exertions in going or residing abroad or otherwise for any of the purposes of the Company the Company may remunerate such Directors by the payment of a fixed sum to be determined by the Directors and such remuneration may be either in addition to or in substitution for his share in the remuneration above provided.
  - (c) Every Director shall also be entitled to be paid all reasonable travelling hotel and other expenses incurred by him for the purpose of attending meetings of



the Directors or of the Company or otherwise on the business of the Company or in the execution of his duties as Director.

- (d) A Director may hold any other office (except that of Auditor) under the Company in conjunction with the office of Director and on such terms as to remuneration and otherwise as the Directors may arrange not being a commission on or percentage of turnover.

70. The Directors may act notwithstanding any vacancy in their body but so that if the number falls below the minimum number fixed by or pursuant to these Articles the Directors shall not except for the purpose of filling up vacancies or convening general meetings act so long as the number is below such minimum number.

71. The office of a Director shall ipso facto be vacated:

- (a) if he ceases to be a Director by virtue of the Code;
- (b) if he becomes bankrupt or suspends payment of his debts or compounds his debts with his creditors;
- (c) if he be a patient or a mentally ill person or an incapable person within the meaning of those terms in the Mental Health Act of 1958 of the State;
- (d) if he absent himself from meetings of the Directors for three consecutive months without special leave of absence from the Board;
- (e) if by notice in writing to the Company he resigns his office or if he be removed under Article 75;
- (f) if he become prohibited from being a Director under or by reason of any order made under the Code;
- (g) if he or any partner employer or employee of his accept or hold the office of Auditor.

72. ...

- (a) No Director shall be disqualified by his office from contracting or entering into any arrangement with the Company either as vendor purchaser or otherwise nor shall any such contract or arrangement or any contract or arrangement entered into by or on behalf of the Company in which any Director be liable to account to the Company for any profit realised by any such contract or arrangement by reason of such Director holding that office or of the fiduciary relation thereby established be avoided but every Director shall observe the provisions of the Code relating to the disclosure of the interests of the Directors in contracts or proposed contracts with the Company to the extent to which a Director is thereby bound so to do. A Director shall not as a Director vote in respect of any contract or arrangement or proposed contract or arrangement in which he has directly or indirectly a material interest or in respect of any matter arising out of such a contract or arrangement proposed contract or arrangement and if he does so vote in contravention of this Article his vote shall not be counted. Subject to the Code a general notice by a Director that he is a member or officer of or is otherwise interested in any specified firm or corporation and is to be regarded as interested in all transactions with that firm or corporation shall be a sufficient disclosure under this Article and after such general notice it shall not be necessary for such Director to give a special notice relating to any particular transaction with that firm or corporation. The fact that one or more interested Directors attests the

affixation of the Common Seal to the document evidencing a contract or arrangement in which he is interested shall not in any way affect the validity of the said document. The provisions of this Article shall extend and apply to alternate Directors.

- (b) A Director of the Company may be or become a director of any other companies promoted by the Company and any subsidiary company or company having dealings with the Company and no such Director shall be accountable for any benefits received as director or member of or holder of any office or place of profit under such company. The Directors may exercise the voting power conferred by the shares in any companies held or owned by the Company in such manner in all respects as the Directors think fit (including the exercise thereof in favour of any resolution appointing the Directors or any of them to be directors of such companies or voting or providing for the payment of remuneration to the directors of such companies) and any such Director of the Company may vote in favour of the exercise of such voting rights in manner aforesaid notwithstanding that he may be or about to be appointed a director of such other company.

73. ...

- (a) Subject to the Code it shall be the duty of a Director who holds any office or possesses any property the holding of which office or the possession of which property might whether directly or indirectly create duties or interests in conflict with his duties or interests as a Director of the Company to declare at the first meeting of the Directors held after he becomes a Director or (if he is already a Director) at the first meeting of the Directors held after he commences to hold any office or possesses any property as aforesaid the fact of his holding such office or his possession of such property and the nature character and extent of the conflict.

- (b) And the provisions of this Article shall extend and apply to alternate Directors.

74. The qualification of a Director shall be the holding in his own name of one ordinary share. A first Director may act before acquiring his qualification but in any case he shall acquire the same within one month from his appointment and unless he shall do so he shall be deemed to have agreed to take the said shares from the Company and the same shall be forthwith allotted to him accordingly.

75. Subject to these Articles and the Code the Company in general meeting may at any time by resolution remove any Director before the expiration of his period of office and may by resolution appoint another Director in his stead but any Director so appointed shall retain his office so long only as the Director in whose place he is appointed would have held the same if he had not been removed.

### **ROTATION OF DIRECTORS**

76. At the first annual general meeting of the Company all the Directors shall retire from office and subject to Articles 68 and 84 at every annual general meeting in every subsequent year one-third of the Directors or if their number is not three or a multiple of three then the number nearest to but not exceeding one-third shall retire from office provided that no Director shall retain office for more than three years or until the third Annual Meeting following his appointment, which ever is the longer, without submitting himself for re-election even though such submission results in

more than one-third retiring from office. A retiring Director shall retain office until the dissolution of the meeting at which his successor is elected.

77. The Directors to retire at an annual general meeting shall be those Directors who have been longest in office since their last election but as between persons who become Directors on the same day those to retire shall (unless they otherwise agree) be determined by lot among themselves.
78. Subject to Article 82 (a) a retiring Director shall be eligible for re-election.
79. Subject to these Articles the Company at the annual general meeting at which a Director retires pursuant to Article 76 may fill up the vacated office by electing a person thereto and in default the retiring Director shall be deemed to have been re-elected if offering himself for re-election and not being disqualified under the Code from holding office as a director 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.
80. Subject to these Articles the Company in general meeting may from time to time appoint an additional Director or additional Directors.

### **ALTERNATE DIRECTORS**

81. ...
- (a) Any Director may from time to time with the approval of a majority of his co-Directors appoint in writing under his own hand any person other than the Auditor or a partner or employer or employee of the Auditor to be an alternate Director to sit in his place on the Board and at his discretion may remove such alternate Director. An alternate Director shall be entitled to notice of meetings of the Directors and to attend and vote thereat accordingly and to sign resolutions and to exercise such powers authorities and discretions as are vested in or would otherwise be exercisable by the Director making such appointment unless the same are curtailed or limited by the writing or notice under which he is appointed. Such alternate Director shall ipso facto vacate office if and when the appointor shall cease to be a Director or if the appointor or a majority of the other Directors removes him from office. Any appointment or removal under this Article must be in writing and notice thereof must be served on the Company and the appointment or removal shall take effect forthwith upon the service thereof. Service of any such notice may be effected by sending the same through the post in a prepaid registered envelope addressed to the Company at or by leaving the same at the Office and if sent by post shall be deemed to be served on the day on which in the ordinary course of mail delivery the same should have been delivered. The remuneration of any such alternate Director shall be payable out of the remuneration payable to the Director appointing him and shall consist of such portion of the lastmentioned remuneration as shall be agreed between the alternate Director and the Director appointing him. The attendance of the alternate Director at meetings of the Board shall be deemed to be attendance by his appointor.

- (b) The provisions of Articles 71, 72, 73 and 74 shall extend and apply to alternate Directors however an alternate Director is not required to have any share qualifications.

### **QUALIFICATION AND ELECTION OF DIRECTORS**

82. ...

- (a) Subject to the provisions of the Code a Director shall retire from office on July 1st in the year in which he attains the age of 72 years and no person over the age of 72 years shall be appointed or re-appointed a Director.
- (b) No person shall be eligible for appointment as a Director who is the Auditor or a partner or employer or employee of the Auditor or who is bankrupt or who has a current a composition or arrangement with or an assignment of his estate for the benefit of his creditors or who is a patient or a mentally ill person or an incapable person within the meaning of these terms in the Mental Health Act of 1958 of the State.
- (c) No person other than a retiring Director shall be eligible for election as a Director at any general meeting unless he or some other member intending to propose him has at least eleven clear days before the meeting left at the Office a notice in writing duly signed by the nominee giving his consent to the nomination and signifying his candidature for the office or the intention of such member to propose him provided that in the case of a person recommended by the Directors for election nine clear days' notice only shall be necessary.
- (d) Notice of each and every candidate for election to the Board shall be served on the members at least seven days prior to the date of the meeting at which the election is to take place.

### **MANAGING DIRECTORS**

- 83. The Directors may from time to time appoint one or more of their body to be Managing Directors or Managing Directors of the Company either for a fixed term (not exceeding five years) or without fixing a term but not for life and may from time to time (subject to the provisions of any contract between him or them and the Company) remove or dismiss him or them from such office and appoint another or others in his or their place or places.
- 84. A Managing Director shall be subject to the same provisions as to vacation of the office of Director as the other Directors and if he cease to hold the office of Director from any cause he shall ipso facto and immediately cease to be a Managing Director but he shall not be subject to retirement by rotation and shall not be taken into account in determining the rotation of retirement of Directors or the number of Directors to retire.
- 85. The remuneration of a Managing Director (or any other executive Director) shall from time to time be fixed by the Directors and may be by way of fixed salary or commission on profits of the Company or of any other company in which the

Company is interested or by any or all of those modes but shall not be by way of commission on or percentage of turnover.

86. The Directors may from time to time entrust to and confer upon a Managing Director for the time being such of the powers exercisable under these Articles by the Directors as they think fit and may confer such powers for such time and to be exercised for such objects and purposes and upon such terms and conditions and with such restrictions as they think expedient and may from time to time revoke withdraw alter or vary all or any of such powers. Notwithstanding anything contained herein every Managing Director shall at all times and in all respects be subject to the control of the Board.

### **PROCEEDINGS OF DIRECTORS**

87. The Directors may meet together for the despatch of business adjourn and otherwise regulate their meetings and proceedings as they think fit and may determine from time to time the quorum necessary for the transaction of business. Until otherwise determined by the Directors two Directors shall be a quorum. A Director interested under Article 72 is to be counted in a quorum notwithstanding his interest.
88. A Director may at any time and the Secretary upon the request of a Director shall convene a meeting of Directors. Unless the Directors otherwise agree, each meeting of the Board shall be called with at least seven days' notice to each Director (which in the case of a Director residing outside Australia may be effected by sending a cable or telex to his foreign business address (confirmed by a pre-paid air-mail letter) unless such Director in writing waives such notice), provided that it shall not be necessary to give notice to a Director who has appointed an alternate residing in Australia.
89. Each Director at any meeting of the Board shall have one vote and questions arising at any meeting shall be decided by a majority of votes of Directors present and voting. In the case of an equality of votes the Chairman of the meeting shall have a second or casting vote except when only a quorum of two Directors is present or at a meeting at which only two Directors are competent to vote on the Director's question at issue.
90. The Directors shall elect from among their number a Chairman of their meetings and may in addition elect a Deputy Chairman and determine the periods for which they are respectively to hold office provided that no Director shall hold office as Chairman or Deputy Chairman after he has attained the age of 70 years. If at any meeting neither the Chairman nor the Deputy Chairman is present at the time appointed for holding it the Directors present shall choose one of their number to be Chairman of the meeting.
91. Subject to Article 70 a meeting of the Directors at which a quorum is present shall be competent to exercise all or any of the authorities powers and discretions by or under these Articles for the time being vested in or exercisable by the Directors generally.
92. The Directors may delegate any of their powers to committees consisting of such member or members of their body or such other person or persons as they think fit and may from time to time revoke such delegation. Any committee so formed shall in the exercise of the powers so delegated conform to any regulations that may from

time to time be imposed upon it by the Directors. The meetings and proceedings of any such committee shall be governed by the provisions of these Articles regulating the meetings and proceedings of the Directors so far as the same are applicable thereto and are not superseded by any regulations made by the Directors under this Article. A committee formed under this Article shall hereinafter be called "committee formed by the Directors".

93. All acts done at any meeting of the Directors or by a committee formed by the Directors or by any person acting as a Director shall notwithstanding that it shall afterwards be discovered that there was some defect in the appointment of any Director or member of such committee or person acting as a Director or that they or any of them were disqualified be as valid as if every such person had been duly appointed and was qualified to be a Director or member of such committee.
94. Subject to Article 88 all acts done at any meeting of the Directors at which a quorum is present but of which notice has not been duly given to every Director shall provided each Director who has not received proper notice of such meeting and has not been present subsequently consents to waive such notice be as valid as if proper notice of such meeting had been duly given to and received by all the Directors.
95. A resolution in writing signed by all the Directors shall be as valid and effectual as if it had been passed at a meeting of the Directors duly called and constituted. Any such resolution may consist of several documents in like form each signed by one or more Directors and shall be deemed to constitute one document containing the resolution and shall be deemed to have been passed at a meeting of the Directors held on the day on which the document was signed and at the time at which the document was last signed by a Director, or, if the Directors signed the document on different days, on the day on which and at the time at which, the document was last signed by a Director. A reference to all the directors does not include a reference to a director who, at a meeting of directors, would not be entitled to vote on the resolution.

### **MINUTES**

96. The Directors shall cause minutes to be duly entered in books provided for the purpose:
  - (a) of the names of the Directors present at each meeting of the Directors and of any committee formed by the Directors;
  - (b) of all declarations made or notices given by any Director (either generally or specially) of his interest in any contract or proposed contract or of his holding of any office or property whereby any conflict of duty or interest may arise;
  - (c) of all orders made by the Directors and committees formed by the Directors;
  - (d) of all resolutions and proceedings of general meetings and of meetings of the Directors and committees formed by the Directors.

And such minutes if purporting to be signed by the Chairman of the meeting to which they relate or by the Chairman of the next succeeding meeting shall be prima facie evidence of the matters stated in such minutes.

## **CHEQUES, BILLS, ETC**

97. ...
- (a) All cheques bills of exchange bankers drafts promissory notes and other negotiable instruments and all receipts for monies paid to the Company shall be signed drawn made accepted endorsed or otherwise executed (as, the case may be) for and on behalf of the Company in such manner and by such person or persons as the Directors may from time to time determine.
  - (b) The Directors shall have power to determine whether or not printed or facsimile signatures may be used on instruments referred to in paragraph (a) of this Article.

## **COMMON SEAL**

98. ...
- (a) The Directors shall provide for the safe custody of the Common Seal which shall only be used by the authority of the Directors or of a committee formed by the Directors authorised by the Directors in that behalf and every instrument to which the seal is affixed shall be signed by at least one Director and shall be countersigned by the Secretary or some other person appointed by the Directors for the purpose.
  - (b) The Company may have a duplicate Common Seal which shall be a facsimile of the Common Seal with the addition on its face of the words "Share Seal" and a certificate for shares issued under such Seal if affixed in the same manner as is prescribed in paragraph (a) of this Article shall be deemed for all purposes to be sealed with the Common Seal.
  - (c) The Directors may by resolution determine either generally or in any particular case where the Common Seal or duplicate Common Seal is to be affixed to any instrument that the signature of any Director or the Secretary or any other person may be affixed by some mechanical or other means (other than autographic) specified in such resolution.

## **POWERS OF DIRECTORS**

99. ...
- (a) The management of the business of the Company shall be vested in the Directors and the Directors may exercise all such powers and do all such acts matters and things as the Company is by its Memorandum of Association or otherwise authorised to exercise and do and are not hereby or by statute directed or required to be exercised or done by the Company in general meeting but subject nevertheless to the Code and these Articles and to any regulations not being inconsistent with these Articles from time to time made

by the Company in general meeting provided that no such regulation shall invalidate any prior act of the Directors.

- (b) Notwithstanding the general powers hereinbefore conferred upon them the Directors shall not sell or otherwise dispose of the main undertaking of the Company without the ratification of the Company in general meeting.

### **BORROWING POWERS**

100. ...

- (a) Subject to the Code the Directors may from time to time at their discretion exercise all the powers of the Company to raise or borrow any sum or sums of money for the purposes of the Company.
- (b) The Directors may exercise all the powers of the Company to raise borrow or secure the payment or repayment of such moneys or any debts or liabilities arising out of contracts or obligations undertaken or incurred by the Company and/or interest payable in respect of any of them in such manner by such means and upon such terms and conditions in all respects as they think fit and in particular and without prejudice to the generality of the foregoing by the issue or re-issue of bonds debentures or debenture stock notes or unsecured notes or any mortgage charge or other security charged upon all or any part of the property of the Company (both present and future) including its uncalled and unpaid capital for the time being and may give or accept guarantees or indemnities.
- (c) The Directors may for the purpose of securing the payment or repayment of any debentures bonds or other securities or any money borrowed or payable under any contract guarantee or indemnity or otherwise and/or interest payable in respect of any of them exercise all the powers of the Company to make and carry into effect any arrangement which they may deem expedient by assigning or conveying any property of the Company (including uncalled capital) to trustees.
- (d) Any bond debenture stock or other security created by the Company may be so framed that the same shall be assignable free from all equities between the Company and the original or any intermediate holders.
- (e) Any bonds debentures or other securities may be issued at a discount premium or otherwise (with or without the right to the holders thereof to exchange the same in whole or part for shares) and with any special privileges as to redemption allotment of shares attending and voting at general meetings appointment of Directors and otherwise and generally with such rights and upon such conditions and with such options in all respects as the Directors shall think fit.
- (f) If any uncalled capital of the Company is included in or charged by any debenture mortgage or other security the Directors may by instrument under the Common Seal authorise the person in whose favour such debenture mortgage or security is executed or any other person in trust for him to make calls on the members in respect of such uncalled capital and to sue in the name of the Company or otherwise for the recovery of moneys becoming due



in respect of calls so made and to give valid receipts for such moneys and such authority shall subsist during the continuance of the debenture mortgage or security notwithstanding any change in the Directors and shall be assignable if expressed so to be.

101. The Directors shall cause a proper register to be kept in accordance with the Code of all mortgages and charges affecting specific property of the Company and of all floating charges on the undertaking or any property of the Company and with regard thereto shall duly comply with the requirements of the Code in respect to registration and other matters specified therein.
102. Subject to Section 237 of the Code if the Directors or any of them or any other person shall become personally liable for the payment of any sum primarily due from the Company the Directors may execute or cause to be executed any mortgage charge or security over or affecting the whole or any part of the assets of the Company to indemnify the Directors or person so becoming liable as aforesaid against any loss in respect of such liability.

### **LOCAL MANAGEMENT**

103. ...
  - (a) The Directors may from time to time provide for the management and transaction of the affairs of the Company in any specified locality whether in Australia or abroad in such manner as they think fit and the provisions contained in the following paragraphs of this Article and the next following Article shall be without prejudice to the general powers conferred by this paragraph.
  - (b) The Directors may from time to time and at any time establish any local boards or agencies for managing any of the affairs of the Company in any such specified locality and may appoint any persons to be members of such local board or any managers or agents and may fix their remuneration and the Directors may from time to time and at any time delegate to any person so appointed any of the powers authorities and discretions for the time being vested in the Directors other than the power of making calls and may authorise the persons for the time being on any such local board or any of them to fill up any vacancies therein and to act notwithstanding vacancies and any such appointment or delegation may be made on such terms and subject to such conditions as the Directors may think fit and the Directors may at any time remove any person so appointed and may annul or vary any such delegation.
  - (c) The Directors may at any time and from time to time by power of attorney under the Common Seal appoint any person or persons to be the attorney or attorneys of the Company for such purposes and with such powers authorities and discretions (not exceeding those vested in or exercisable by the Directors under these Articles) and for such period and subject to such conditions as the Directors think fit and any such appointment may be made in favour of the persons or any of the persons on any local board established as aforesaid or in favour of any company or of members directors nominees or managers of any company or firm or in favour of any fluctuating body of persons whether

nominated directly or indirectly by the Directors and any such power of attorney may contain such provisions for the protection or convenience of persons dealing with such attorney or attorneys as the Directors may think fit.

- (d) Any such delegates or attorneys as aforesaid may be authorised by the Directors to sub-delegate all or any of the powers authorities and discretions for the time being vested in them.
- (e) The Directors may comply with the requirements of any local law with which in their opinion it shall in the interests of the Company be necessary or expedient to comply.

104. ...

- (a) The Company may have for use in any place outside the State an Official Seal which Shall be a facsimile of the Common Seal with the addition on its face of the name of every place where it is to be used.
- (b) The Company may by writing under its Common Seal authorise any person appointed for the purpose in any such place to affix the Official Seal to any deed or other instrument to which the Company is a party in that place.
- (c) A deed or other instrument to which the Official Seal is duly affixed shall bind the Company as if it had been sealed with the Common Seal.

#### **BRANCH REGISTERS**

105. The Company may cause to be kept in any place outside the State a branch register of members. Subject to the Code the Directors may from time to time make such regulations as they think fit for the keeping of any such branch register and the transfer of shares to on or from any such branch register.

#### **RESERVES**

106. The Directors may before declaring or recommending any dividend set aside out of the profits of the Company such sums as they think proper as reserves to meet contingencies or for such other purposes as the Directors in their discretion think conducive to the interests of the Company and for which the profits of the Company may be properly applied and may subject to the Code invest the several sums so set aside in such investments as they think fit and from time to time deal with and vary such investments and dispose of all or any part thereof for the benefit of the Company and may divide the reserves into such special reserves as they think fit and employ the reserves or any part thereof in the business of the Company. The directors may carry forward so much of the profits remaining as they consider ought not to be distributed as dividends without transferring those profits to a reserve.

## **DIVIDENDS, ETC.**

107. Subject to the provisions of Article 106 and to the rights attaching to shares issued on special conditions the profits of the Company shall be divisible among the members in proportion to the amounts paid up on the shares held by them respectively provided always that (subject as aforesaid) any amount paid up on a share during the period in respect of which a dividend is declared shall only entitle the holder of such share to an apportioned amount of such dividend as from the date of payment and provided further that where capital is paid up on any shares in advance of calls upon the footing that the same shall carry interest such capital shall not whilst carrying interest confer a right to participate in any distribution of profits. An amount paid or credited as paid on a share in advance of a call shall not be taken for the purposes of this regulation to be paid or credited as paid on the share.
108. The Company in general meeting may declare a dividend to be paid to the members according to their rights and interests in the profits and may fix the time for payment. No larger dividend shall be declared than is recommended by the Directors but the Company in general meeting may declare a smaller dividend.
109. No dividend shall be payable except out of the profits or pursuant to section 119 of the Code of the Company and no dividend shall carry interest as against the Company.
110. Subject to the Code the declaration of the Directors as to the amount of the net profits of the Company shall be conclusive.
111. The Directors may from time to time authorise the payment by the Company to the members such interim dividends as in their judgment the position of the Company justifies and may fix the time for payment.
112. The Directors may retain any dividends on which the Company has a lien or payable in respect of any shares upon which a call is due and unpaid and may apply the same in or towards satisfaction of the debts or liabilities in respect of which the lien exists or of such call.
113. The Directors may retain the dividends payable upon shares in respect of which any person is under the transmission clause entitled to become a member or which any person under that clause is entitled to transfer until any such person shall become a member in respect of such shares or shall duly transfer the same.
114. A transfer of shares shall not pass the right to any dividend declared on such shares before the registration of the transfer.
115. Any one of the several persons who are registered as the joint holders of any share may give effectual receipts for all dividends and payments on account of dividends in respect of such share as well as for interest or other money payable in respect of such shares.
116. All dividends unclaimed for one year after having been declared may be invested or otherwise made use of by the Directors for the benefit of the Company until duly claimed or until the said moneys become payable to some official under any law relating to unclaimed moneys.
117. Any dividend or interest or other money payable in cash in respect of shares may be paid by cheque sent through the post to the address in the Register of the member or

person entitled or in the case of joint holders to the address in the Register of that one whose name stands first in the Register in respect of the joint holding.

118. Any general meeting declaring a dividend may make a call on the members of such amount as the meeting fixes but so that the call on each member shall not exceed the dividend payable to him and so that the call be made payable at the same time as the dividend and that the dividend may be set off against the call. The making of a call under this Article shall be deemed ordinary business of an annual general meeting which declares a dividend.
119. Any general meeting declaring a dividend may on the recommendation of the Directors resolve that such dividend be paid wholly or in part by the distribution of specific assets and in particular of fully paid up shares in or debentures or debenture stock of any other company or in any one or more of such ways.
120. Subject to the Code any general meeting may on the recommendation of the Directors resolve:
  - (a) that the whole or portion of any sum forming part of the profits of the Company standing to the credit of any reserves or in the hands of the Company and available for dividend or representing premiums received on the issue of shares and standing to the credit of the share premium account or profits arising from a revaluation of assets be capitalised and distributed amongst such of the members as would be entitled to receive them if distributed by way of dividend and in the same proportions on the footing that they become entitled thereto as capital; and
  - (b) that all or any part of such capitalised sum be applied on behalf of such members:
    - (i) in paying up in full either at par or at such premium as the resolution may provide any unissued shares or debentures or debenture stock of the Company which shall be distributed accordingly or
    - (ii) in or towards payment of the uncalled liability on any issued shares or debentures or debenture stock of the Company and that such distribution or payment shall be accepted by such members in full satisfaction of their respective interests in the said capitalised sum or partly as in paragraph (i) and, partly as in paragraph (ii) hereof.
121. Subject to the Code if the Company has redeemed any redeemable preference shares any general meeting may on the recommendation of the Directors resolve that all or any part of any capital redemption reserve fund arising from the redemption of such shares may be applied in paying up in full any unissued shares to be issued to such members as would be entitled to receive the same if distributed by way of dividend equal to the nominal amount of the shares so issued.
122. The Directors shall do all things necessary to give effect to any resolution under the last three preceding Articles and for that purpose subject to the Code the Directors may settle any difficulty which may arise in regard to any distribution as they think expedient and in particular may sell shares not divisible by reason of fractions and may fix the value for distribution of any specific assets or any part of those assets and may determine that cash payments shall be made to any members upon the footing of the value so fixed or that fractions may be disregarded in order to adjust the rights of all parties and may vest any such cash or specific assets in trustees upon such trusts for the person entitled to the dividend or capitalised sum as may

seem expedient to the Directors. Where requisite a proper contract and/or proper particulars thereof shall be filed in accordance with the Code and the Directors may appoint any person to sign on behalf of the persons entitled to the dividend or capitalised sum any contract required under the Code or any contract whereby such persons agree to accept fully paid shares or debentures or debenture stock in satisfaction of any dividend or capitalised sum such contract subject to the Code being effective and binding on all the members concerned.

## ACCOUNTS

123. ...
- (a) The Directors shall cause to be kept such accounting and other records as will sufficiently explain the transactions and financial position of the Company and enable true and fair profit and loss accounts and balance sheets and any documents required by the Code to be attached thereto to be prepared from time to time and shall cause those records to be kept in such manner as to enable them to be conveniently and properly audited in accordance with the Code.
  - (b) Subject to Section 9 of the Evidence (Reproduction) Act, 1967 the records referred to in paragraph (a) of this Article shall be retained for seven years after the completion of the transactions or operations to which they respectively relate and shall be kept at the Office or at such other place or places as the Directors think fit and shall at all times be open to inspection by any Director.
124. Subject to the Code the Directors shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the Company or any of them shall be open to inspection by the members other than Directors and no member other than a Director shall have any right to inspect or take any copy of or extract from any account or book or document of the Company except as conferred by statute or by these Articles or as authorised by the Directors or by a resolution of the Company in general meeting.
125. At the annual general meeting in each year the Directors shall lay before the Company a profit and loss account for the period since the preceding account made up to a date not more than four months before the date of the meeting.
126. The Directors shall cause to be made out and laid before the Company at each annual general meeting a profit and loss account and balance sheet complying in all respects with the provisions of the Code.
127. The Directors shall cause to be attached to every balance sheet referred to in Article 126 a report made by the Directors with respect to the state of the Company's affairs and containing such statements and information as are required by the Code.
128. ...
- (a) A copy of every profit and loss account and balance sheet (including every document required by the Code to be attached thereto) which is to be laid before the Company in general meeting accompanied by a copy of the Auditor's report thereon shall not less than fourteen days before the date of

the annual general meeting be sent to all persons entitled to receive notices of general meetings.

- (b) Subject to the Code the Company shall by way of a note attached to the balance sheet, send to members details of any material contract entered into by the Company or its subsidiaries in which a Director has a material interest, either directly or indirectly. The advice should include inter alia the names of the parties to the contract, the name of the Director (if not a party to the contract), particulars of the contract, and the Director's interest in that contract. 'Contract' shall be deemed to include any agreement or arrangement whether formal or informal and whether express or implied and includes an agreement that is not enforceable by legal proceedings whether or not it was intended to be so enforceable. A contract with a subsidiary or associated company of the Company shall be taken into account as if it were a contract with the Company. A contract shall not be deemed to be material if it is entered into by the Company in the normal day to day conduct of its business. Particulars of any disclosable contracts or arrangements either still subsisting at the end of the financial year or, if not then subsisting, entered into since the end of the previous financial year must be set out in the note attached to the balance sheet.
129. Any member whether he is or is not entitled to have sent to him copies of the profit and loss accounts and balance sheets of the Company and any holder of debentures of the Company shall be entitled to be furnished as soon as practicable on written request without charge with a copy of the last profit and loss account and balance sheet of the Company laid or to be laid before the Company at its annual general meeting (including every document required by the Code to accompany those documents and by paragraph (b) of Article 128 to be attached thereto).

### AUDIT

130. ...
- (a) Once at least in every year the accounts of the Company shall be audited and the truth and fairness of the profit and loss account and balance sheet ascertained by the auditor.
  - (b) The Register and the registers of debenture holders and the registers of holders of any other securities shall be audited at intervals of not more than three months by the Auditor.
131. The appointment and removal of the Auditor and his remuneration rights and duties shall be regulated in accordance with the Code. Notice of the nomination of any person for appointment as Auditor shall be given to the Company at least twenty-one days before the general meeting at which the appointment of Auditor is to be made.
132. A person shall not be appointed Auditor unless the provisions of Section 277 of the Code have been complied with.

## NOTICES

133. Subject to Article 136 a notice may be served by the Company upon any member either personally or by leaving it at his place of address as shown in the Register or by sending it through the post in a prepaid letter envelope or wrapper addressed to him at that address.
134. Each member whose place of address as shown in the Register is not within the Commonwealth of Australia may from time to time in writing to the Company notify an address within the Commonwealth of Australia which shall be deemed his registered place of address for the purpose of the last preceding Article.
135. Where any member has no registered place of address within the Commonwealth of Australia notice posted up in the Office shall be deemed to be duly served on him at the expiration of twenty-four hours after it is so posted up.
136. Any notice with respect to any shares registered in the names of two or more persons shall be given to whichever of such persons is named first in the Register and notice so given shall be sufficient notice to all such persons.
137. Any notice send by post shall be deemed to have been served on the day following that on which the letter envelope or wrapper containing the same is posted and in proving such service it shall be sufficient to prove that the letter envelope and wrapper was properly addressed and posted at a post office. A certificate in writing signed by any Manager Secretary or other officer of the Company that the letter envelope or wrapper containing the notice was so addressed and posted shall be conclusive evidence thereof.
138. Every person who by operation of law transfer or other means whatsoever has become entitled to any share shall be bound by every notice in respect of such share which prior to his name and address being entered in the Register has been duly given to the person from whom he derives his title to such share.
139. ...
  - (a) Any notice under these Articles left at the place of address as shown in the Register of any member or sent by post thereto shall notwithstanding that such member be then deceased and whether or not the Company has notice of his death be deemed to have been duly served in respect of any shares whether held by him solely or jointly.
  - (b) A notice may be given by the Company to a person entitled to a share in consequence of the death or bankruptcy of a member by serving it on him personally or by sending it to him by post addressed to him by name, or by the title of representative of the deceased or assignee of the bankrupt, or by any like description, at the address (if any) within the State supplied for the purpose by the person or, if such an address has not been supplied, at the address to which the notice might have been sent if the death or bankruptcy had not occurred.
140. The signature to any notice to be given by the Company may be in manuscript or printed.

141. Where a given number of days' notice or notice extending over any other period is required to be given the day of service shall be counted but the day upon which such notice shall expire shall not be counted in such number of days or other period.

### **DISCOVERY**

142. Subject to the Code no member shall be entitled to require discovery of or any information respecting any detail of the Company's trading or any matter which is or may be in the nature of a trade secret mystery or trade or secret process which may relate to the conduct of the business of the Company and which in the opinion of the Directors it will not be expedient in the interests of the members to communicate to the public.

### **WINDING UP**

143. Subject to the Code if the Company is wound up and the property available for distribution among the members be insufficient to repay the whole of the paid up capital such property shall be distributed so that as nearly as may be the losses shall be borne by the members in proportion to the capital paid up or which ought to have been paid up at the commencement of the winding up on the shares held by them respectively and if in a winding up the property available for distribution among the members are more than sufficient to repay the whole of capital paid up at the commencement of the winding up the excess shall be distributed amongst the members in proportion to the capital at the commencement of the winding up paid up or which ought to have been paid up on the shares held by them respectively but this Article shall not add to or detract from the rights of the holders of shares issued upon special terms and conditions.
144. Subject to the Code on the sale of the Company's main undertaking or on the voluntary liquidation of the Company no fee or commission shall be paid to any Director or liquidator unless it shall have been ratified by the members in general meeting. Written notification of the amount of such proposed payments shall be given to all members at least fourteen days prior to the meeting at which any such payment is to be considered.
145. If the Company is wound up the liquidator may, with the sanction of a special resolution of the Company, divide amongst the members in kind the whole or any part of the assets of the Company (whether they consist of property of the same kind or not) and may for that purpose set such value as he deems fair upon any assets to be divided as aforesaid and may determine how the division shall be carried out as between the members or different classes of members. The liquidator may, with the like sanction, vest the whole or any part of any such assets in trustees upon such trusts for the benefit of the contributories as the liquidator, with the like sanction, thinks fit, but so that no member shall be compelled to accept any shares or other securities whereon there is any liability.



## INDEMNITY

146. Subject to the Code every Director, Manager, Secretary and other officer for the time being of the Company shall be indemnified by the Company from and against all cost losses and expenses which any such Director, Manager, Secretary or other officer may properly incur or become liable to pay by reason of any contract properly entered into or other act or thing properly done by him as such officer or in any way in the discharge of his duties and it shall be the duty of the Directors to pay the same out of the funds of the Company.
147. Every Director Manager Secretary and other officer and Auditor for the time being of the Company shall be indemnified out of its assets against all liability incurred by him as such in defending any proceedings whether civil or criminal in respect of alleged negligence default breach of duty or breach of trust in which judgment is given in his favour or in which he is acquitted or in connection with which relief is granted to him by the Court upon any application under the Code.