

Hume Bank Constitution.

Effective 19 November 2020.

Table of Contents

Part		Page
1	Preliminary	4
	Definitions	4
	Interpretation	6
2	Membership	7
3	Guarantee Members	7
4	Shareholder Members	11
	Directors to issue Shares	11
	Share and option certificates	12
	Variation of rights	12
5	MCI holders	13
	Share capital from MCIs	13
	Issue	13
	Rights of MCI Holders	13
6	Lien	
	Not applicable to MCIs	15
	Lien on Share	15
	Sale under lien	15
	Transfer on sale under lien	16
	Proceeds of sale	16
7	Calls on Shares	16
	Not applicable to MCIs	16
	Directors to make calls	16
	Time of call	16
	Members' liability	16
	Interest on default	17
	Fixed instalments deemed calls	17
	Differentiation between Shareholders as to calls	17
	Prepayment of calls	17
8	Transfer of Shares	17
	Forms of instrument of transfer	17
	Registration procedure	17
	Directors powers to decline to register	18
	Transfer of an MCI through a licensed CS facility	18
9	Transmission of Shares	18
	Transmission of Shares on death of holder	18
	Right to registration on death or bankruptcy	18
	Effect of transmission	19
10	Forfeiture of Shares	19

	Not applicable to MCIs	19
	Notice requiring payment of call	19
	Forfeiture for failure to comply with notice	19
	Cancellation of forfeiture	20
	Effect of forfeiture on former holder's liability	20
	Evidence of forfeiture	20
	Transfer of forfeited Share	20
	Forfeiture applies to non-payment of instalment	21
	Directors powers	21
11	Rights and Liabilities of Members	21
	Authorised Withdrawal	22
12	General meetings	23
	Annual general meeting	23
	General meeting	23
	Notice of general meeting	24
	Postponement or cancellation of meeting	24
13	Proceedings at general meetings	26
	Representation of Member	26
	Quorum	26
	Appointment and powers of Chair of general meeting	27
	Adjournment of general meetings	28
	Voting on a resolution	28
	Questions decided by majority	29
	Demand for poll	29
	How polls must be taken	29
	Equality of votes - Chair's casting vote	29
	Offensive Material and Behaviour	30
	Entitlement to vote	30
	Joint Members' vote	31
	Mental incapacity of Member or Voting MCI Holder	31
	Objection to voting qualification	31
	Appointment of proxy	31
	Lodgement of proxy forms	32
	Validity of vote in certain circumstances	33
	Director entitled to notice of meeting	33
	Auditor entitled to notice of meeting	33
14	Directors	35
	Number of Directors	35
	Removal of Director	36
	Qualification of Directors	36
	Remuneration of Directors	37
	Travelling expenses	37
	Director's interests	37
	Vacation of office of Director	39
15	Powers and duties of Directors	40
	Directors to manage Company	40
	Power to delegate	41
	Appointment of attorney	41
	Minutes	41
	Execution of Company cheques, etc	41
	Custody of papers	42

16	Proceedings of Directors	42
	Directors meetings	42
	Questions decided by majority	42
	Chair's casting vote	42
	Quorum for Directors meeting	42
	Remaining Directors may act	43
	Chair and Deputy Chair	43
	Directors committees	43
	Written resolution by Directors	44
	Use of technology	44
	Validity of acts of Directors	44
	Appointment of Managing and Executive Directors	44
	Remuneration of Managing and Executive Directors	45
	Powers of Managing and Executive Directors	45
17	Secretary	45
	Appointment of Secretary	45
	Validity of Acts	45
	Liability	46
18	Seals	46
	Common and duplicate common seal	46
	Use of common seal	46
19	Inspection of records	46
	Inspection by Members	46
20	Dividends and reserves	46
	Payment of dividend	46
	No interest on dividends	47
	Reserves and profits carried forward	47
	Calculation and apportionment of dividends	47
	Deductions from dividends	47
	Distribution of specific assets	47
	Payment by cheque and receipts from joint holders	48
	Unclaimed dividends	49
21	Capitalisation of profits	49
	Capitalisation of reserves and profits	49
22	Service of documents	50
	Service of documents	50
23	Audit and accounts	51
	Company to keep accounts	51
	Company to audit accounts	51
24	Winding up	51
	Distribution of assets	51
25	Indemnity	52
	Indemnity of officers	52
	Insurance	52

1 Preliminary

Definitions

1.1 The following words have these meanings in this Constitution unless the contrary intention appears.

APRA means the Australian Prudential Regulation Authority.

Article means an Article of this Constitution.

Bill Bank Rate on any date means the rate calculated by taking the rates quoted on the Reuters Screen BBSW at approximately 10:00am on that day for each BBSW Reference Bank so quoting as being the mean buying and selling rate for bills of exchange having a tenor of 90 days.

Board means the Board of Directors of the Company.

Borrower means a person who has obtained a loan from the Company and includes two or more persons who have jointly obtained financial accommodation from the Company.

Business day means a day that is not:

- (a) a Saturday or Sunday; or
- (b) a declared public holiday or bank holiday in New South Wales.

Company means Hume Bank Limited ACN 051 868 556 or such other name by which it may be called from time to time.

Constitution means this Constitution as amended from time to time, and a reference to a particular Article has a corresponding meaning.

Corporations Act means the *Corporations Act 2001* (Cth), as amended.

Deposit means a sum of money deposited with the Company.

Depositor means a person who has funds on deposit and includes two or more persons who jointly have funds on deposit.

Director means an individual holding office as a director of the Company.

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

Electronic Voting System means a system which enables Members to submit their vote by electronic communication.

Executive Director means a person appointed as an executive director under Article 16.24.

External Dispute Resolution Scheme means a dispute resolution scheme approved by the Australian Securities and Investments Commission.

Fit and Proper Policy means a written policy adopted by the Board relating to the fitness and propriety of Directors, senior managers and auditors of the Company, complying with Australian Prudential Standards 520 or any

other prudential standard or provision of law which is from time to time applicable.

Guarantee Member means any person who is a member of the Company by way of guarantee alone.

Loan includes any form of financial accommodation.

Managing Director means an individual appointed as a managing director under Article 16.24.

MCI means “mutual capital instrument”, being a share as described in Part 5.

MCI Holder means a person who is the holder of an MCI and whose name is for the time being entered in the Register of Members as a member of the Company (within the meaning of the Corporations Act).

Member means a person, who is a Guarantee Member or a Shareholder Member whose name is for the time being entered in the Register of Members as a member of the Company.

Part means a Part of this Constitution.

Prescribed Interest Rate means the rate determined by the Directors for the purpose of this Constitution, and in the absence of a determination means the Bill Bank Rate plus a margin of 4% per annum.

Prudential Standard means:

- (a) any prudential standard that APRA determines under the Banking Act 1959 (Cth);
- (b) any prudential regulation made under the Banking Act 1959 (Cth);
- (c) any APRA transitional prudential standard applying to the Company under the Financial Sector Reform (Amendments and Transitional Provisions) Regulations 1999 (Cth).

Register of Members means the register of members of the Company (including Members and MCI Holders) under the Corporations Act and if appropriate includes a branch register.

Registered Office means the registered office of the Company being a place within the boundaries of the City of Albury or within the boundaries of Wodonga City Council.

Representative means:

- (a) in the case of a Shareholder Member (or a Voting MCI Holder) that is a body corporate, a person appointed to represent that Shareholder Member (or Voting MCI Holder) at a general meeting of the Company in accordance with the Corporations Act; and

- (b) in the case of a Guarantee Member that is a body corporate, a person appointed to represent that Guarantee Member at a general meeting of the Company under Article 3.16.

Secretary means an individual appointed under Article 17.1 as secretary of the Company and includes the person holding the office of secretary at the time of the adoption of this Constitution; and where appropriate includes an acting secretary and a person appointed by the Directors to perform all or any of the duties of a secretary of the Company.

Section means a section of the Corporations Act.

Share means a share in the capital of the Company, and unless expressly stated otherwise, includes an MCI.

Shareholder means the holder of a Share.

Shareholder Member means any person who is a member of the Company by way of holding Shares alone, excluding a Share that is an MCI.

Voting Member means a Member having the entitlement to vote in accordance with Article 13.25.

Voting MCI Holder means an MCI holder who has one vote at a general meeting of the Company either because such MCI Holder is also a Shareholder Member or because the MCI Holder has been granted one vote under the terms of issue of the MCIs he or she holds.

Interpretation

1.2 In this Constitution unless the contrary intention appears:

- (a) the word “person” includes a firm, a body corporate, a partnership, a joint venture, an unincorporated body or association or an authority;
- (b) the singular includes the plural and vice versa;
- (c) a reference to a law includes regulations and instruments made under the law;
- (d) a reference to a law or a provision of a law includes amendments, re-enactments or replacements of that law or the provision, whether by the State or the Commonwealth of Australia or otherwise;
- (e) a reference to a time of day is a reference to Australian Eastern Standard time;
- (f) the meaning of general words is not limited by specific examples introduced by “including”, “for example”, “such as” or similar expressions;
- (g) a power, an authority or a discretion reposed in a Director, the Directors, the Company in general meeting, a Member or MCI Holder may be exercised at any time and from time to time; and

- (h) a reference to an amount paid on a Share includes an amount credited as paid on that Share.
- 1.3 Unless the contrary intention appears in this Constitution, if a provision of this Constitution deals with a matter dealt with in a particular provision of the Corporations Act, the provision of this Constitution has the same meaning as in that provision of the Corporations Act.
- 1.4 Headings and labels used for definitions are inserted for convenience and are not to affect the interpretation of this Constitution.
- 1.5 This Constitution is divided into Parts as indicated by its Contents.

Replaceable rules not to apply

- 1.6 Unless specifically stated to apply elsewhere in this Constitution, the provisions of the Corporations Act that apply as replaceable rules are displaced by this Constitution and accordingly do not apply to the Company.

Intention to be an MCI mutual entity

- 1.7 The Company is intended to be an MCI mutual entity for the purposes of the Corporations Act.

2 Membership

- 2.1 Members of the Company shall consist of persons who are:
 - (a) Shareholder Members; or
 - (b) Guarantee Members.
- 2.2 Unless expressly stated otherwise in this Constitution:
 - (a) an MCI Holder is not a Member of the Company merely by virtue of holding an MCI;
 - (b) an MCI Holder may be or become a Member of the Company if they satisfy the eligibility requirements of a Guarantee Member or Shareholder Member;
 - (c) an MCI Holder who is also a Member is not deemed to be a Member (and the provisions of this Constitution relating to membership do not apply) in respect of any MCIs held by that person; and
 - (d) if a Member is also an MCI Holder, they have no more than one vote at a general meeting of the Company, regardless of the applicable terms of issue of the MCI.

3 Guarantee Members

- 3.1 Every person who, according to the Company's records was a member of the Company immediately prior to the adoption of this Constitution is a Guarantee Member.

- 3.2 The Directors may admit any person as a Guarantee Member on the person complying with the requirements of Article 3.3 and agreeing to be bound by this Constitution.

Application for Membership

- 3.3 A person who wishes to become a Guarantee Member must complete and lodge with the Company an application in the form approved by the Company.
- 3.4 The Board may refuse any membership application and need not give a reason for refusal. If an application for membership is refused any amount lodged will be returned to the applicant without interest.

Approval of Application and Admission to Membership

- 3.5 Subject to the Corporations Act, the Board or its delegate may approve applications for membership as a Guarantee Member in accordance with the procedures adopted by the Board.
- 3.6 On approval of an application for membership as a Guarantee Member the Board or its delegate approving the application must:
- (a) allocate to the applicant a membership number; and
 - (b) enter in the Register of Members the name of the applicant and such other particulars as the Corporations Act requires.
- 3.7 Following approval of an application, a person becomes a Guarantee Member of the Company when the name of that person is entered in the Register of Members.

Delegation

- 3.8 The Board may delegate to any committee of the Board or to any officer or officers of the Company the power to accept applications for membership.
- 3.9 The delegation of this power may be made concurrently to any number of officers of the Company and does not exclude the right of the Board to consider and to approve or reject any application for membership. The delegation may be granted on terms determined by the Board from time to time and may be revoked by the Board.

Guarantee Members under 18

- 3.10 The Company may admit a person under 18 years old as a Guarantee Member.
- 3.11 A Guarantee Member who is under 18 may not:
- (a) vote at a meeting of the Company; or
 - (b) hold office in the Company.

Joint Guarantee Members

- 3.12 The Company may admit 2 or more persons to membership as a joint Guarantee Member.
- 3.13 The persons constituting the joint Guarantee Member may determine the order in which their names are to appear in the Register of Members. If they do not determine the order, the Company may enter the names in the order it considers to be appropriate.
- 3.14 The joint Guarantee Member who is named first in the Register of Members will be the primary joint Guarantee Member. Notices or other documents may be given or sent to the primary joint Guarantee Member only and for all purposes under this Constitution and, to the extent permissible, the Corporations Act, membership is taken to be solely that of the primary joint Guarantee Member.

Body Corporate Guarantee Members

- 3.15 A body corporate may be a Guarantee Member and may by notice to the Company appoint a person to represent it at meetings of Members at which it is entitled to attend and vote. The appointment may be standing.
- 3.16 The appointment of the representative must be in writing and signed by or on behalf of the body corporate.
- 3.17 The original, or a copy certified as a true copy by an officer of the body corporate, of:
- (a) the appointment; and
 - (b) any power of attorney under which the appointment is executed,
- must be lodged with the secretary of the Company at least 48 hours before any meeting at which the person is to represent the body corporate.
- 3.18 A person appointed under Article 3.15 is entitled to exercise the same rights of voting as a Guarantee Member and is eligible to be elected as a Director if the person holds the qualifications required for holding office as a Director.

Dormancy

- 3.19 The Board may, by resolution, determine a person's Deposit account to be dormant if no Member initiated transactions have been made within a period of at least 1 year.
- 3.20 A person who has had their account(s) declared dormant will be entitled to have their membership and account(s) fully reinstated on application unless the money in the account(s) has been credited to or at the direction of the person or dealt with in accordance with the relevant law dealing with unclaimed money.

Cessation of membership of a Guarantee Member

- 3.21 A person will cease to be a Guarantee Member:

- (a) if the person is expelled in accordance with this Constitution;
- (b) where any contract of membership is rescinded on the ground of misrepresentation or mistake;
- (c) where the person is a body corporate, if the person is dissolved or otherwise ceases to exist, has a liquidator or provisional liquidator appointed to it, or is unable to pay its debts;
- (d) if the person becomes bankrupt and the Company registers the person's trustee in bankruptcy as the holder of any of the person's Deposits and Loans in accordance with bankruptcy laws; or
- (e) where the person is an individual, on death.

The Company is to record that a person has ceased to be a Guarantee Member pursuant to this Article 3.21 promptly following the Company being aware of the event giving rise to the cessation of membership.

3.22 Unless membership is held and continues to be held in another capacity, a person will also cease to be a Guarantee Member:

- (a) if the person fails to pay any money to the Company which may be required to be paid on approval as a Guarantee Member;
- (b) if the person's Deposit account has been determined to be dormant under Article 3.19 and has not been reinstated;
- (c) if the person was admitted to membership as a Guarantee Member because the person is also a Depositor, when the whole of the Deposit and all interest thereon are withdrawn from the Company;
- (d) if the person was admitted to a membership as a Guarantee Member because the person is also a Borrower, when the whole of the person's Loan from the Company and all interest and fees payable thereon have been repaid.

Death of a Guarantee Member

3.23 Subject to the Corporations Act, the estate of a deceased Guarantee Member:

- (a) remains liable to the Company for the amount of any unpaid financial accommodation provided by the Company to the deceased Guarantee Member; and
- (b) retains any entitlements due from the Company.

Termination of Guarantee Membership

- 3.24 A Guarantee Member may prior to the commencement of winding up of the Company by notice in writing to the Company resign membership with immediate effect.
- 3.25 The Board may by notice in writing to the Guarantee Member, terminate the membership of any Guarantee Member where:
- (a) the Guarantee Member has failed to discharge their obligations to the Company whether under this Constitution or arising out of any contract; or
 - (b) the Guarantee Member has been guilty of conduct detrimental to the Company or any of its officers, employees, or other Members, has in the opinion of the Board done anything which is, or might reasonably be suspected of being fraudulent or otherwise illegal, or who has conducted themselves in way which is, or might reasonably be expected to be detrimental, or damaging, or might reasonably be expected to be contrary to the interests of the Company or any of its officers, employees or any other Member of the Company and having regard to its or their reputation, credibility, safety or wellbeing.
- 3.26 An expelled Guarantee Member has the right to appeal in accordance with the provision of Articles 11.6 to 11.8.
- 3.27 Any money standing to the credit of a Guarantee Member who has been expelled, after the satisfaction of all liabilities and obligations of the Member, will be repaid to that Guarantee Member.

4 Shareholder Members

- 4.1 A person who acquires Shares (other than MCIs) and whose name is entered in the Register of Members as a holder of Shares shall be a Shareholder Member.

Directors to issue Shares

- 4.2 Subject to the Corporations Act, the *Financial Sector (Shareholdings) Act 1998* (Cth), this Constitution, any requirements of APRA in Prudential Standards (where applicable) and any special rights conferred on the holders of any Shares or class of Shares:
- (a) the issue of Shares is under the control of the Directors and the Directors may issue or dispose of Shares to such persons at such times and on such terms and conditions and having attached to them such preferred, deferred or other special rights or such restrictions, whether with regard to dividend, voting, return of capital or otherwise as the Directors think fit;
 - (b) the Directors may grant to any person an option over Shares or pre-emptive rights during such time and for such consideration as they think fit; and

- (c) the Directors have the right to settle the manner in which fractions of a Share, however arising, are to be dealt with.

4.3 The issuance of MCIs shall be determined in accordance with Part 5.

Share and option certificates

- 4.4 The Company must issue to each Shareholder and option holder one or more certificates for the Shares and options held by the person. The Company is not required to issue more than one certificate or statement for Shares or options held by several persons.
- 4.5 Delivery of a certificate for a Share or option to one of several joint holders is sufficient delivery to all such holders.

Joint holders of Shares

- 4.6 Where two or more persons are registered as the joint holders of Shares then they are deemed to hold the Shares as joint tenants with rights of survivorship.
- 4.7 The joint Shareholder who is named first in the Register of Members will be the primary joint Shareholder. Notices or other documents may be given or sent to the primary joint Shareholder only and for all purposes under this Constitution and under the Corporations Act membership is taken to be solely that of the primary joint Shareholder.
- 4.8 The Company is not bound:
 - (a) to register more than three persons as joint holders of a Share; or
 - (b) to issue more than one certificate in respect of Shares jointly held.
- 4.9 For the avoidance of doubt, the provisions of this Constitution relating to joint holders of Shares apply so far as they are capable of application and with any necessary changes to joint holders of MCIs.

Cessation of membership of a Shareholder Member

- 4.10 A Shareholder Member ceases to be a Member immediately if the person ceases to hold any Shares and such person does not remain as a Guarantee Member alone.

Variation of rights

- 4.11 If the Share capital is divided into different classes of Shares, the rights attached to a class, unless otherwise provided by the terms of issue of the Shares of that class, may be varied or cancelled in any way with:
 - (a) the consent in writing of the holders of at least three-quarters of the issued Shares of that class; or
 - (b) the sanction of a special resolution passed at a separate meeting of the holders of the Shares of that class.

- 4.12 The rights conferred on the holders of the Shares of any class are not to be taken as varied by the issue of further Shares ranking equally with the first-mentioned Shares unless otherwise:
- (a) expressly provided by the terms of issue of the first-mentioned Shares; or
 - (b) required by the Corporations Act.
- 4.13 The provisions of this Constitution relating to general meetings apply so far as they are capable of application and with the necessary changes to every separate meeting of the holders of a class of Shares except that:
- (a) a quorum is constituted by at least two persons who, between them, hold or represent at least one-third of the issued Shares of the class (unless only one person holds a Share of the class, in which case that person constitutes a quorum); and
 - (b) any holder of Shares of the class, present in person or by proxy, or attorney or Representative, may demand a poll.
- 4.14 The variation of rights of MCI Holders shall be determined in accordance with Part 5.

5 MCI holders

Share capital from MCIs

- 5.1 Subject to compliance with the Corporations Act and satisfying the requirements of APRA in Prudential Standards (where applicable), the Company may raise capital by issuing MCIs (including MCIs which are issued upon conversion of another security).
- 5.2 The Company may create or issue MCIs at any time. The creation or issue of MCIs does not vary the rights attached to MCIs or any other Shares that the Company has already issued (or may issue in future).

Issue

- 5.3 The subscription price for an MCI, or a capital instrument convertible to an MCI, will be determined by the Board.
- 5.4 Each MCI must be issued as a fully paid up share.
- 5.5 Any dividends in respect of an MCI are non-cumulative.

Rights of MCI Holders

- 5.6 The terms of issue of an MCI (including any terms, conditions or rights attaching to the MCI) will be determined by the Board in its sole discretion, subject to the requirements of this Constitution, the requirements for MCIs in the Corporations Act and any applicable prudential standards.

- 5.7 Subject to the terms of issue of an MCI, an MCI Holder is entitled to a claim on the surplus assets and profits of the Company in a winding-up of the Company after all senior claims, including the aggregate subscription price paid for any Shares by Shareholder Members, have been satisfied and:
- (a) the MCI Holder's claim ranks equally and proportionately with the claims of all other MCI Holders in the same class of MCIs; and
 - (b) the amount of the MCI Holder's claim cannot exceed the subscription price of the MCI.
- 5.8 Notwithstanding anything to the contrary in this Constitution, but subject to the requirements for MCIs in the Corporations Act, the Board may determine that the terms of issue of any MCIs:
- (a) entitle the MCI Holder to vote at, or prohibit the MCI Holder from voting at, any general meeting of the Company; and
 - (b) include such terms as the Company considers necessary or desirable for those MCIs to be eligible for inclusion as regulatory capital under any applicable Prudential Standard.

Variation of rights attached to MCIs

- 5.9 The rights attached to MCIs (or a class of MCIs) may only be varied or cancelled by special resolution of the Company and:
- (a) by a special resolution passed at a meeting of MCI Holders holding MCIs in the relevant class; or
 - (b) with the written consent of MCI holders of at least 75% of the issued MCIs of that class.

Any variation of the rights attached to MCIs which constitute Common Equity Tier 1 Capital (as defined by APRA from time to time) of the Company is subject to the prior written approval of APRA, if the variation may affect the eligibility of such MCIs for inclusion as Common Equity Tier 1 Capital of the Company.

Voting MCI Holders

- 5.10 Subject to the Corporations Act, this Constitution and the terms of issue of the relevant MCI, a Voting MCI Holder is entitled to vote on resolutions at any general meeting of the Company to the extent specified in the terms of issue of the relevant MCI.
- 5.11 Subject to the Corporations Act and the terms of issue of the relevant MCI, a person who is both Voting MCI Holder and a Member shall be entitled to exercise only one vote on any question arising for determination by the Members of the Company and Voting MCI Holders.

6 Lien

Not applicable to MCIs

- 6.1 This Part 6 is not applicable to Shares that are MCIs.

Lien on Share

- 6.2 To the extent permitted by law, the Company has a first and paramount lien on every Share for:
- (a) all due and unpaid calls and instalments in respect of that Share;
 - (b) all money which the Company may be called on by law to pay in respect of that Share;
 - (c) all money payable by the Shareholder Member to the Company;
 - (d) interest at the Prescribed Interest Rate on the amount due from the date it becomes due until payment; and
 - (e) reasonable expenses of the Company in respect of the default on payment,

and the lien extends to all dividends, rights and other distributions from time to time declared paid or made in respect of that Share.

- 6.3 Nothing in this Constitution prejudices or affects any right or remedy which any law may confer on the Company and as between the Company and every Shareholder Member, Shareholder Member's executors, administrators and estate wherever constituted or situated any right or remedy which any law confers on the Company is enforceable by the Company.
- 6.4 The Directors may at any time exempt a Share wholly or in part from the provisions of Article 6.2 and waive or compromise all or part of any payment due to the Company under this Part 6.

Sale under lien

- 6.5 Subject to Article 6.6, the Company may sell, in any manner the Directors think fit, any Share on which the Company has a lien.
- 6.6 A Share on which the Company has a lien may not be sold by the Company unless:
- (a) a sum in respect of which the lien exists is presently payable; and
 - (b) the Company has, not less than 14 days before the date of sale, given to the registered holder of the Share or the person entitled to the Share by reason of the death or bankruptcy of the registered holder, a notice in writing setting out, and demanding payment of, such part of the amount in respect of which the lien exists as is presently payable.

Transfer on sale under lien

- 6.7 For the purpose of giving effect to a sale under Article 6.5, the Company may receive the consideration, if any, given for the Share so sold and may execute a transfer of the Share sold in favour of the purchaser of the Share, or do all such other things as may be necessary or appropriate for it to do to effect the transfer.
- 6.8 The Company must register the purchaser as the holder of each Share comprised in any such transfer and the purchaser is not bound to see to the application of the purchase money.
- 6.9 The title of the purchaser to the Share is not affected by any irregularity or invalidity in connection with the sale of the Share.

Proceeds of sale

- 6.10 The proceeds of a sale under Article 6.5 must be applied by the Company in payment of the amount in respect of which the lien exists as is presently payable, and the residue, if any, must be paid to the person entitled to the Share immediately before the sale.

7 Calls on Shares

Not applicable to MCIs

- 7.1 This Part 7 is not applicable to Shares that are MCIs.

Directors to make calls

- 7.2 The Directors may make calls on a Shareholder Member in respect of any money unpaid on the Shares of that Shareholder Member, if the money is not by the terms of issue of those Shares made payable at fixed times.
- 7.3 A call may be made payable by instalments.
- 7.4 The Directors may revoke or postpone a call or extend the time for payment.

Time of call

- 7.5 A call is to be deemed to be made at the time when the resolution of the Directors authorising the call is passed.

Members' liability

- 7.6 On receiving not less than 14 days' notice specifying the time or times and place of payment, each Shareholder Member must pay to the Company by the time or times, and at the place, specified in the notice the amount called on that Shareholder Member's Shares.
- 7.7 The joint holders of a Share are jointly and severally liable to pay all calls in respect of the Share.
- 7.8 The non-receipt of a notice of any call by, or the accidental omission to give notice of a call to, a Shareholder Member does not invalidate the call.

Interest on default

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

Fixed instalments deemed calls

- 7.10 Any sum that, by the terms of issue of a Share, becomes payable on allotment or at a fixed date, is deemed for the purposes of this Constitution to be a call duly made and payable on the date on which by the terms of issue the sum becomes payable, and, in case of non-payment, all the relevant provisions of this Constitution as to payment of interest and expenses, forfeiture or otherwise apply as if the sum had become payable by virtue of a call duly made and notified.

Differentiation between Shareholders as to calls

- 7.11 The Directors may, on the issue of Shares, differentiate between the holders as to the amount of calls to be paid and the times and place of payment.

Prepayment of calls

- 7.12 The Directors may accept from a Shareholder Member the whole or a part of the amount unpaid on a Share although no part of that amount has been called.
- 7.13 The Directors may authorise payment by the Company of interest on the whole or any part of an amount so accepted, until the amount becomes payable, at such rate, not exceeding the Prescribed Interest Rate, as is agreed on between the Directors and the Shareholder Member paying the sum.

8 Transfer of Shares

Forms of instrument of transfer

- 8.1 Subject to this Constitution, a Shareholder may transfer all or any of their Shares by instrument in writing in any usual or common form or in any other form that the Directors approve.

Registration procedure

- 8.2 The instrument of transfer:
- (a) must be executed by or on behalf of both the transferor and the transferee; and
 - (b) must be left for registration at the Registered Office, accompanied by the certificate for the Shares to which it relates and the information the Directors require to show the right of the transferor to make the transfer.

- 8.3 A transferor of Shares remains the holder of the Shares transferred until the transfer is registered and the name of the transferee is entered in the Register of Members in respect of the Shares and a transfer of Shares does not pass the right to any dividends declared on the Shares until registration.

Directors powers to decline to register

- 8.4 The Directors may decline to register any transfer of Shares (excluding MCIs), without being bound to give any reason whatsoever for so doing. This Article 8.4 does not apply to MCIs.

Transfer of an MCI through a licensed CS facility

- 8.5 Subject to the Corporations Act, the provisions of this Part 8 do not apply to a transfer of an MCI effected through a licensed CS facility (as defined in the Corporations Act) to the extent provided in the terms of issue applicable to the MCI.

9 Transmission of Shares

Transmission of Shares on death of holder

- 9.1 In the case of the death of a Shareholder:
- (a) the survivor or survivors where the deceased was a joint holder; and
 - (b) the legal personal representatives of the deceased where the deceased was a sole holder,

are the only persons recognised by the Company as having any title to the deceased's interest in Shares held by that Shareholder; but this Article does not release the estate of a deceased joint holder from any liability in respect of a Share.

Right to registration on death or bankruptcy

- 9.2 Subject to any applicable legislation, a person becoming entitled to a Share in consequence of the death or bankruptcy of a Shareholder may, on such information being produced as is properly required by the Directors, either elect to be registered as holder of the Share or nominate another person to be registered as the transferee of the Share. Where the surviving joint holder becomes entitled to a Share in consequence of the death of a Shareholder the Directors must, on satisfactory evidence of that death being produced to them, direct the Register of Members to be altered accordingly.
- 9.3 If the person becoming entitled elects to be registered as holder of the Share under Article 9.2, the person must give the Company a notice in writing signed by the person, in such form as the Directors approve, stating that the person so elects.
- 9.4 If the person becoming entitled nominates another person to be registered as the transferee of the Share under Article 9.2, the person must execute a transfer of the Share to the other person.

- 9.5 All the limitations, restrictions and provisions of this Constitution 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 Shareholder had not occurred and the notice or transfer was a transfer signed by that Shareholder.

Effect of transmission

- 9.6 If the registered holder of a Share dies or becomes bankrupt, the personal representative or the trustee of the estate of the registered holder, as the case may be, is, on the production of such information as is properly required by the Directors, entitled to the same dividends, distributions and other advantages, and to the same rights, whether in relation to meetings of the Company, or to voting or otherwise, as the registered holder would have been entitled to if the registered holder had not died or become bankrupt.
- 9.7 If two or more persons are jointly entitled to any Share in consequence of the death of the registered holder, they are, for the purpose of this Constitution, deemed to be joint holders of the Share.

10 Forfeiture of Shares

Not applicable to MCIs

- 10.1 This Part 10 is not applicable to Shares that are MCIs (which must be issued fully paid).

Notice requiring payment of call

- 10.2 If a Shareholder Member fails to pay a call or instalment of a call on the day and at the place appointed for payment of the call or instalment, the Directors may, at any time afterwards during such time as any part of the call or instalment remains unpaid, give a notice to the Shareholder Member requiring payment of so much of the call or instalment as is unpaid, together with any interest that has accrued and all costs and expenses that may have been incurred by the Company by reason of that non-payment.
- 10.3 The notice must name a further day, not earlier than the expiration of 14 days from the date on which the notice is given, on or before which the payment required by the notice is to be made and must state that, in the event of non-payment at or before the time appointed, the Shares in respect of which the call was made will be liable to be forfeited.

Forfeiture for failure to comply with notice

- 10.4 A Share in respect of which the notice under Article 10.2 has not been complied with, may at any time, before the payment required by the notice has been made, be forfeited by a resolution of the Directors to that effect.
- 10.5 A forfeiture under Article 10.4 includes all dividends and other distributions declared or to be made in respect of the forfeited Shares and not actually paid or distributed before the forfeiture.

- 10.6 Subject to the Corporations Act, a Share forfeited under Article 10.2 may be sold, re-issued or otherwise disposed of to whom and on such terms as the Directors think fit.
- 10.7 If any Share is forfeited under Article 10.2 notice of the forfeiture must be given to the Shareholder Member holding the Share immediately prior to the forfeiture and an entry of the forfeiture and its date must be made in the Register of Members.
- 10.8 The Directors may accept the surrender of any Share which they are entitled to forfeit on such terms as they think fit and any Share so surrendered is deemed to be a forfeited Share.

Cancellation of forfeiture

- 10.9 At any time before a sale or disposition of a Share, the forfeiture of that Share may be cancelled on such terms as the Directors think fit.

Effect of forfeiture on former holder's liability

- 10.10 A person whose Shares have been forfeited:
- (a) ceases to be a Shareholder Member in respect of the forfeited Shares and loses all entitlement to dividends and other distributions or entitlements on the Shares;
 - (b) ceases to be a Member and does not remain as a Guarantee Member alone; and
 - (c) remains liable to pay the Company all money that, at the date of forfeiture, was payable by that person to the Company in respect of the Shares, plus interest at the Prescribed Interest Rate from the date of forfeiture and also reasonable expenses of sale.

Evidence of forfeiture

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

Transfer of forfeited Share

- 10.12 The Company may receive the consideration (if any) given for a forfeited Share on any sale or disposition of the Share and may execute or effect a transfer of the Share in favour of the person to whom the Share is sold or disposed of.
- 10.13 On the execution of the transfer, the transferee must be registered as the holder of the Share and is not bound to see to the application of any money paid as consideration.
- 10.14 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.

Forfeiture applies to non-payment of instalment

10.15 The provisions of this Constitution as to forfeiture apply in the case of non-payment of any sum that, by the terms of issue of a Share, becomes payable at a fixed time, as if that sum had been payable by virtue of a call duly made and notified.

Directors powers

10.16 The Directors may:

- (a) exempt a Share from all or part of this Part 10;
- (b) waive or compromise all or part of any payment due to the Company under this Part 10; and
- (c) before a forfeited Share has been sold, reissued or disposed of, cancel the forfeiture.

11 Rights and Liabilities of Members

Financial Accommodation to Members

11.1 The Company may provide financial accommodation to its Members and as permitted by law, to non-Members.

11.2 A person who wishes to obtain financial accommodation must apply to the Company in a manner approved by the Company. The application must be accompanied by such payment as the Board requires.

Approval

11.3 The Board will have an absolute discretion to approve or refuse to approve financial accommodation in full or in part or to impose conditions on any approval, without being obliged to give any reasons except as required by law.

Delegation of Power to Approve

11.4 The Board may delegate its power to any one or more officers or holders of a named office to approve or reject applications for financial accommodation.

11.5 The Board may establish a policy for the delegation of the power to approve or reject applications for financial accommodation and the limits, if any, within which officers may exercise any delegated power.

Dispute Resolution

11.6 The Board must appoint a person to settle disputes between the Company and a Member (in the capacity as a Member) and establish procedures for the settlement of such disputes.

11.7 A dispute between the Company and a Member (in the capacity as a Member) where not settled by the Company's internal procedures, will be settled in accordance with the External Dispute Resolution Scheme, of

which the Company is a member, as amended from time to time. If for any reason, the dispute is unable to be settled pursuant to the External Dispute Resolution Scheme, the dispute will be settled by arbitration in accordance with the Commercial Arbitration Act 2010 (NSW).

11.8 Nothing in this Article will apply to any dispute as to the construction or effect of the Corporations Act, or of any mortgage, or of any contract contained in any document other than this Constitution.

11.9 For the purposes of Articles 11.6 to 11.8.:

“Company” includes the Board and any officer;

“Member” includes:

- (a) any person who has ceased to be a Member for not more than three months; and
- (b) any person claiming by or through a Member or by or through a person referred to in (a).

Charge on Deposits

11.10 The Company has a charge on the credit balance of any Deposit account of a Member or past Member and on any dividend, interest, bonus or rebate payable to a Member or past Member in respect of any debt due from the Member or past Member to the Company.

Appropriation

11.11 The Company is entitled to appropriate any amount credited or payable to the Member or past Member on any Deposit account in or towards payment of any such debt due from the Member to the Company.

Set-off

11.12 The provisions of Articles 11.10 and 11.11 are in addition to and not in place of the right of the Company to combine accounts and claim set-off.

Authorised Withdrawal

11.13 The Company may upon receipt of the necessary documentation from a legal, statutory or government authority and where required by law, withdraw funds from a Depositor’s account and forward the proceeds to the designated authority. The Company may levy a fee for providing this service.

Recognition of Interests

11.14 The Company may indicate by making an entry in the relevant account that money deposited is held by a person on trust for some other named person.

11.15 The Company is not to be regarded as being affected by notice of any trust in relation to money deposited whether or not any such entry is made.

- 11.16 The Company is not required to recognise a person as holding a Share on any trust, except as required by law.
- 11.17 The Company is not required to recognise any equitable, contingent, future or partial interest in any Share or unit of a Share or any other right in respect of a Share except an absolute right of ownership in the registered holder, whether or not it has notice of the interest or right concerned, except as required by law.

Application and Investment of Funds

- 11.18 The Company may apply and manage its funds and make such investments in accordance with the policies of the Company as are approved by the Board and not in contravention of the Corporations Act.

Limited liability of Members on winding up

- 11.19 Subject to Articles 11.20 and 11.22, each Member undertakes to contribute to the Company's property if the Company is wound up while they are a Member or within one year after they cease to be a Member, for the:
- (a) payment of the Company's debts and liabilities contracted before they cease to be a Member;
 - (b) costs of winding up; and
 - (c) adjustment of the rights of the contributories among themselves.
- 11.20 The maximum liability of each member under Article 11.19 is \$1.
- 11.21 In addition to the amount referred to in Article 11.19, Shareholder Members are also liable to pay the amount (if any) unpaid on any Shares (excluding MCIs) held by them.
- 11.22 Article 11.19 does not apply to those Guarantee Members who are Guarantee Members by virtue of Article. 3.1.

12 General meetings

Annual general meeting

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

General meeting

- 12.2 The Directors may convene a general meeting of the Company and the Directors must convene and arrange to hold a general meeting when requisitioned by Members or MCI Holders in accordance with the Corporations Act. The Company may hold a general meeting at two or more venues using any technology that gives the Members and MCI Holders as a whole a reasonable opportunity to participate and attend at any such venue or the use of such technology will constitute presence in person at such meeting.

Notice of general meeting

- 12.3 Except where Section 249H(2) applies, at least 21 days' notice must be given of a general meeting, exclusive of the day on which the notice is served or deemed to be served and of the day for which notice is given.
- 12.4 A notice of a general meeting must:
- (a) set out the place, date and time of meeting, and, if the meeting is to be held in two or more places, the technology that will be used to facilitate the holding of the meeting in that manner;
 - (b) state the general nature of the business to be dealt with at the meeting;
 - (c) if a special resolution is to be proposed, the notice of meeting must set out an intention to propose the special resolution and state the resolution; and
 - (d) state that:
 - (i) a Member and Voting MCI Holder who is entitled to attend and cast a vote at the meeting has a right to appoint a proxy; and
 - (ii) a proxy need not be a Member or Voting MCI Holder.
- 12.5 The non-receipt of notice of a general meeting by, or the accidental omission to give notice of a general meeting to, a person entitled to receive notice does not invalidate any resolution passed at the general meeting.

Postponement or cancellation of meeting

- 12.6 Where a general meeting (including an annual general meeting) is convened by the Directors they may, whenever they think fit, cancel the meeting or postpone the holding of the meeting to a date and time determined by them or change the place for the meeting.
- 12.7 Written notice of cancellation or postponement of a general meeting must:
- (a) be given to each Voting Member, Voting MCI Holder and to any other person as is entitled under the Corporations Act or this Constitution; or
 - (b) be published in at least one edition of a daily newspaper circulating generally in each State or Territory in which the Company conducts its business,
- and must specify the reason for cancellation or postponement (as the case may be).
- 12.8 A notice postponing the holding of a general meeting must specify:
- (a) a date and time for the holding of the postponed general meeting; and

- (b) a place for the holding of the postponed general meeting which may be either the same as or different from the place specified in the notice convening the meeting; and
 - (c) if the postponed general meeting is to be held in two or more places, the technology that will be used to facilitate the holding of the general meeting in that manner.
- 12.9 The number of clear days from the giving of a notice postponing the holding of a general meeting to the date specified in that notice for the holding of the postponed general meeting must not be less than the number of clear days notice of the general meeting required to be given by this Constitution or the Corporations Act.
- 12.10 The only business that may be transacted at a postponed general meeting is the business specified in the notice convening the general meeting.
- 12.11 The accidental omission to give notice of the cancellation or postponement of a meeting to, or the non-receipt of any such notice by, any Member, Voting MCI Holder or person entitled to notice does not invalidate that cancellation or postponement or any resolution passed at a postponed meeting.
- 12.12 Where:
 - (a) by the terms of an instrument appointing a proxy or attorney or of an appointment of a Representative, a proxy or an attorney or a Representative is authorised to attend and vote at a general meeting to be held on a specified date or at a general meeting or general meetings to be held on or before a specified date; and
 - (b) the date for holding the meeting is postponed to a date later than the date specified in the instrument of proxy, power of attorney or appointment of Representative,then, by force of this Article, that later date is substituted for and applies to the exclusion of the date specified in the instrument of proxy, power of attorney or appointment of representative unless the Member or Voting MCI Holder appointing the proxy, attorney or representative gives to the Company at its registered office or by electronic means specified in the notice of meeting, notice in writing to the contrary not less than 48 hours before the time to which the holding of the meeting has been postponed.
- 12.13 Articles 12.6 to 12.12 (inclusive) do not apply to a general meeting convened by Members and/or Voting MCI Holders under Section 249F or by the Directors pursuant to a requisition of Members and/or Voting MCI Holders under the Corporations Act.
- 12.14 The non-receipt of notice of a general meeting or cancellation or postponement of a general meeting by, or the accidental omission to give notice of a general meeting or cancellation or postponement of a general meeting to, a person entitled to receive notice does not invalidate any resolution passed at the general meeting or at a postponed meeting or the cancellation or postponement of a meeting.

- 12.15 A person who attends a general meeting waives any objection the person may have to:
- (a) any failure to give notice, or the giving of a defective notice, of the meeting unless at the start of the meeting the person objects to the holding of the meeting; and
 - (b) the consideration of a particular matter which is not within the business referred to in the notice of meeting, unless the person objects to the consideration of the matter when first presented.

13 Proceedings at general meetings

Representation of Member

- 13.1 A Member and Voting MCI Holder entitled to vote may be present and vote in person or may be represented at any meeting of the Company by:
- (a) proxy;
 - (b) attorney; or
 - (c) in the case of a body corporate which is a Member or Voting MCI Holder, a Representative.
- 13.2 Unless the contrary intention appears, a reference to a Member or Voting MCI Holder in Part 13 means a person who is a Member or Voting MCI Holder, or is a proxy, attorney or Representative of that Member or MCI Holder.

Quorum

- 13.3 Subject to provisions of the Corporations Act, ten Members and Voting MCI Holders entitled to attend and vote at the meeting present in person or by proxy, attorney or Representative are a quorum at a general meeting. In determining whether a quorum is present, each individual attending as a proxy, attorney or Representative is to be counted, except that:
- (a) where a Member or Voting MCI Holder has appointed more than one proxy, attorney or Representative, only one is to be counted; and
 - (b) where an individual is attending both as a Member or Voting MCI Holder (as applicable) and as a proxy, attorney or Representative, that individual is to be counted only once.
- 13.4 An item of business may not be transacted at a general meeting unless a quorum is present when the meeting proceeds to consider it. If a quorum is present at the beginning of a meeting it is to be deemed present throughout the meeting unless the Chair of the meeting on the Chair's own motion or at the instance of a Member or Voting MCI Holder, proxy, attorney or Representative who is present otherwise declares.

- 13.5 If within 30 minutes after the time appointed for a meeting a quorum is not present, the meeting:
- (a) if convened by, or on requisition of, Members or Voting MCI Holders, is dissolved; and
 - (b) in any other case stands adjourned to the same day in the next week and the same time and place, or to such other day, time and place as the Directors appoint by notice either:
 - (i) published in at least one edition of a daily newspaper circulating generally in each State or Territory in which the Company conducts its business; or
 - (ii) to the Members, Voting MCI Holders and others entitled to notice of the meeting.
- 13.6 At a meeting adjourned under Article 13.5(b) two persons each being a Member or Voting MCI Holder, or a proxy, attorney or Representative of a Member or Voting MCI Holder present at the meeting are a quorum and, if a quorum is not present within 10 minutes after the time appointed for the adjourned meeting, the meeting is dissolved.

Appointment and powers of Chair of general meeting

- 13.7 If the Directors have elected one of their number as Chair of their meetings, that person is entitled to preside as Chair at a general meeting.
- 13.8 If a general meeting is held and:
- (a) a Chair has not been elected by the Directors; or
 - (b) the elected Chair is not present within 10 minutes after the time appointed for the holding of the meeting or is unable or unwilling to act for all or part of the meeting,

the following may preside as Chair for all or the relevant part of the meeting (in order of precedence): the Deputy Chair (if any); a Director chosen by a majority of the Directors present; the only Director present; a Member or Voting MCI Holder chosen by a majority of the Members and Voting MCI Holders present in person or by proxy, attorney or Representative. If the Chair withdraws during part of the proceedings, the nominated person acts as Chair for those proceedings, then withdraws and the Chair resumes as Chair of the meeting. If a proxy instrument appoints the Chair of the meeting as proxy for the part of the proceedings for which an acting Chair is nominated, the proxy instrument is taken to be in favour of that acting Chair for the relevant part of the proceedings.

- 13.9 The Chair of a general meeting (including any person acting with the authority of the Chair):
- (a) has charge of the general conduct of the meeting and of the procedures to be adopted at the meeting;
 - (b) may require any person wishing to attend the meeting to comply with searches, restrictions or other security arrangements considered appropriate;

- (c) if there is insufficient room at the meeting venue, may arrange another or a second venue (without giving notice or putting the matter to a vote);
- (d) may withdraw from consideration by the meeting any resolution that is set out in the notice of that meeting (other than those requisitioned by Members or Voting MCI Holders or required by law);
- (e) may determine any dispute about the admission or rejection of a vote (including a vote recorded in a form of proxy);
- (f) may require the adoption of any procedure which is in the Chair's opinion necessary or desirable for proper and orderly debate or discussion and the proper and orderly casting or recording of votes at the general meeting; and
- (g) may, having regard where necessary to Sections 250S and 250T, terminate discussion or debate on any matter whenever the Chair considers it necessary or desirable for the proper conduct of the meeting,

and a decision by the Chair (including any person acting with the authority of the Chair) under this Article is final.

Adjournment of general meetings

- 13.10 The Chair of a general meeting may at any time during the meeting adjourn the meeting or any business, motion, question, resolution, debate or discussion being considered or remaining to be considered by the meeting either to a later time at the same meeting or to an adjourned meeting at any time and place, but no business may be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. Unless required by the Chair, a vote may not be taken or demanded by the Members or Voting MCI Holders present in person or by proxy, attorney or Representative in respect of any adjournment.
- 13.11 When a meeting is adjourned for one month or more, notice of the adjourned meeting must be given as in the case of an original meeting.
- 13.12 Except as provided by Article 13.11, it is not necessary to give any notice of an adjournment or of the business to be transacted at any adjourned meeting.
- 13.13 A demand for a poll does not prevent the continuance of the meeting for the transaction of any business other than the question on which the poll has been demanded.
- 13.14 A resolution passed at a meeting resumed after an adjournment is passed on the day it was passed.

Voting on a resolution

- 13.15 At any general meeting a resolution put to the vote of the meeting must be decided on a show of hands unless a poll is demanded:

- (a) before the vote is taken;
- (b) before the voting results on the show of hands are declared;
or
- (c) immediately after the voting results on the show of hands are declared.

On a show of hands, a declaration by the Chair is conclusive evidence of the result. Neither the Chair nor the minutes need state, and it is not necessary to prove, the number or proportion of the votes recorded in favour of or against the resolution.

Questions decided by majority

- 13.16 Subject to the requirements of the Corporations Act, a resolution is taken to be carried if a simple majority of votes cast by those Members and Voting MCI Holders (or the proxies, attorneys or Representatives of those Members or Voting MCI Holders) entitled to attend and vote on the resolution are in favour of it.

Demand for poll

- 13.17 At a general meeting, a poll may be demanded by:
- (a) the Chair;
 - (b) at least five Members and Voting MCI Holders (or such high number as may be prescribed by the Corporations Act) entitled to vote on the resolution; or
 - (c) Members and Voting MCI Holders with at least 5% of the votes that may be cast on the resolution of a poll.

How polls must be taken

- 13.18 If a poll is properly demanded, it must be taken in the manner and at the date and time directed by the Chair.
- 13.19 A poll demanded on the election of a Chair or on a question of adjournment must be taken immediately.
- 13.20 The result of the poll is the resolution of the meeting at which the poll was demanded. The result of the poll may be announced in the manner and at the time (whether during the relevant meeting or afterwards) that the Chair considers appropriate.
- 13.21 A demand for a poll may be withdrawn.

Equality of votes - Chair's casting vote

- 13.22 If there is an equality of votes, either on a show of hands or on a poll, the Chair of the meeting is not entitled to a casting vote in addition to any votes to which the Chair is entitled as a Member or Voting MCI Holder or as a proxy, attorney or Representative of a Member or Voting MCI Holder. In the event of an equal vote the matter will be decided in the negative.

Offensive Material and Behaviour

13.23 A person may be refused admission to, or required to leave and not return to, a meeting if the person:

- (a) was not entitled to notice of the meeting;
- (b) behaves or threatens to behave or who the Chair has reasonable grounds to believe may behave in a manner which the Chair of the meeting considers dangerous, offensive or liable to cause disruption; or
- (c) refuses to permit examination of any article in the person's possession;
- (d) refuses to turn off a mobile telephone, personal communication device or similar device; or
- (e) is in possession of any:
 - (i) broadcasting or recording device;
 - (ii) placard or banner; or
 - (iii) other article which the Chair considers to be dangerous, offensive or liable to cause disruption or in respect of which the Chair has not given consent.

Entitlement to vote

13.24 Subject to Article 13.26 and any rights or restrictions for the time being attached to any class or classes of Shares and irrespective of the number of accounts or Shares held or whether the person is the primary joint Guarantee Member or primary joint Shareholder Member:

- (a) On a show of hands, each Member and Voting MCI Holder present in person and each other person present as a proxy, attorney or Representative of a Member or Voting MCI Holder has one vote.
- (b) On a poll, each Member and Voting MCI Holder present in person has one vote and each person present as proxy or attorney or Representative of a Member or Voting MCI Holder has one vote for each Member or Voting MCI Holder that the person represents.

13.25 Subject to any rights or restrictions for the time being attached to any class or classes of Shares a person is entitled to vote at any general meeting and in any postal ballot if, and only if:

- (a) in the case of a Guarantee Member, they have held membership for at least six months immediately prior to the date of the general meeting; or
- (b) in the case of a Shareholder Member, the Member has held at least 1 fully paid share continuously for at least six months immediately prior to the date of the general meeting; or

- (c) the person is a Voting MCI holder; and
- (d) the person is not a minor.

- 13.26 If a Member or Voting MCI Holder has been appointed to act as a Representative, proxy or attorney of another Member or Voting MCI Holder that person may vote both as a Member or Voting MCI Holder and for that other Member or Voting MCI Holder if the requirements of Article 13.25 are satisfied.
- 13.27 A proxy's authority to speak and vote for a Member or Voting MCI Holder at a meeting is suspended while the Member or Voting MCI Holder is present at the meeting.

Joint Members' vote

- 13.28 In the case of joint Members or joint Voting MCI Holders the vote of the primary joint Guarantee Member, the primary joint Shareholder Member, or the primary joint Voting MCI Holder (as the case may be) if they tender a vote, whether in person or by proxy, attorney or Representative, must be accepted to the exclusion of the votes of the other joint holders. If the primary joint Guarantee Member, the primary joint Shareholder Member, or the primary joint Voting MCI Holder (as the case may be) does not tender a vote then the vote of the senior Member or Voting MCI Holder who tenders a vote, whether in person, proxy, attorney, or Representative will be accepted and, for this purpose, seniority is determined by the order in which the names stand in the Register of Members (as applicable).

Mental incapacity of Member or Voting MCI Holder

- 13.29 If a Member or Voting MCI Holder is mentally incapacitated or is a person whose person or estate is liable to be dealt with in any way under the law relating to mental health then the Member's or Voting MCI Holder's committee or trustee or such other person as properly has the management of the Member's or Voting MCI Holder's estate may exercise any rights of the Member or Voting MCI Holder in relation to a general meeting as if the committee, trustee or other person were the Member or Voting MCI Holder.

Objection to voting qualification

- 13.30 An objection may not be raised to the right of a person to attend or vote at the meeting or adjourned meeting except at that meeting or adjourned meeting. Any such objection must be referred to the Chair of the meeting, whose decision is final. The Chair may adjourn the meeting to allow time to assess the eligibility of Members or Voting MCI Holders to vote. A vote not disallowed under such an objection is valid for all purposes.

Appointment of proxy

- 13.31 A Member or Voting MCI Holder entitled to attend and vote at a general meeting may appoint a person as the Member's or Voting MCI Holder's proxy to attend and vote for the Member or Voting MCI Holder at the meeting. A proxy need not be a Member or Voting MCI Holder.

13.32 An appointment of a proxy is valid if it is in the form approved by the Directors and signed by the Member or Voting MCI Holder making the appointment and contains, the following information:

- (a) the Member's or Voting MCI Holder's name and address;
- (b) the Company's name;
- (c) the proxy's name or the name of the office held by the proxy;
and
- (d) the meetings at which the appointment may be used.

An appointment may be a standing one.

13.33 An undated appointment is to be taken to have been dated on the day it is given to the Company.

13.34 An appointment may specify the way the proxy is to vote on a particular resolution. In that event:

- (a) the proxy need not vote on a show of hands, but if the proxy does so, the proxy must vote that way;
- (b) if the proxy has two or more appointments that specify different ways to vote on the resolution, the proxy must not vote on a show of hands;
- (c) if the proxy is the Chair of the meeting, the proxy must vote on a poll, and must vote that way; and
- (d) if the proxy is not the Chair of the meeting, the proxy need not vote on a poll, but if the proxy does so, the proxy must vote that way.

If a proxy is also a Member or Voting MCI Holder, this Article does not affect the way that the person can cast any voting rights that person has as a Member or Voting MCI Holder.

13.35 Except to the extent that the appointment of a proxy expressly limits the exercise by the proxy of the power to vote at a meeting, a proxy has the same rights to attend, vote and otherwise act at the meeting as a Member or Voting MCI Holder attending the meeting in person.

13.36 An appointment of a proxy does not need to be witnessed.

13.37 A later appointment revokes an earlier one if both appointments could not be validly exercised at the meeting.

13.38 An instrument appointing a proxy is to be taken to confer authority to demand or join in demanding a poll.

Lodgement of proxy forms

13.39 For an appointment of a proxy for a meeting to be effective, the following documents must be received by the Company at least 48 hours before the meeting:

- (a) the proxy's appointment; and
- (b) if the appointment is signed by the appointor's attorney – the authority under which the appointment was signed of a certified copy of the authority.

Timing of receipt of proxy forms

13.40 The Company receives a document referred to in Article 13.39 when the document is received at any of the following:

- (a) the Registered Office; or
- (b) the fax number at the Registered Office (if any).

Where a notice of meeting provides for electronic lodgement of proxy appointments, a document referred to in Article 13.39 received at the electronic address or by the electronic means specified in the notice is taken to have been received at the Registered Office and validated by the Member or Voting MCI Holder if there is compliance with the requirements set out in the notice.

Validity of vote in certain circumstances

13.41 A vote given in accordance with the terms of an instrument of proxy or of a power of attorney is valid notwithstanding:

- (a) the previous death or mental incapacity of the principal;
- (b) the revocation of the instrument, or of the authority under which the instrument was executed, or of the power; or
- (c) the execution of a transfer of the Share in respect of which the instrument or power is given,

if notice in writing of the death, mental incapacity, revocation or transfer has not been received by the Company at the Registered Office before the commencement of the meeting or adjourned meeting at which the instrument is used or the power is exercised.

Director entitled to notice of meeting

13.42 A Director is entitled to receive notice of and to attend all general meetings and all separate general meetings of the holders of any class and is entitled to speak at those meetings.

Auditor entitled to notice of meeting

13.43 The Company must give its auditor (if any):

- (a) notice of a general meeting in the same way that a Member and Voting MCI Holder is entitled to receive notice; and
- (b) any other communications relating to the general meeting that a Member and Voting MCI Holder is entitled to receive.

Electronic Voting Systems

13.44 The Board may approve an Electronic Voting System. If the Board approves an Electronic Voting System, the following provisions apply:

- (a) the Board may determine the manner in which Members and any Voting MCI Holders will be identified for the purposes of voting using the Electronic Voting System;
- (b) on a show of hands or poll or using the Electronic Voting System, a vote cast by a Member or a Voting MCI Holder is taken to have been cast on the show of hands or poll and is to be counted accordingly;
- (c) if a Member or a Voting MCI Holder has voted on a resolution using the Electronic Voting System prior to a meeting, the Member may not cast another vote at the meeting;
- (d) before a meeting votes by a show of hands on a resolution, the Chair must inform the meeting if any votes have been received using the Electronic Voting System prior to the meeting and, if so, how many valid votes using the Electronic Voting System the Company has received prior to the meeting, and how the votes received using the Electronic Voting System prior to the meeting have voted on the resolution;
- (e) before a meeting votes by poll on a resolution, the Chair must inform the meeting if any votes have been received using the Electronic Voting System prior to the meeting and, if so, how many valid votes using the Electronic Voting System the Company has received prior to the meeting, and how the votes received using the Electronic Voting System prior to the meeting have voted on the resolution;
- (f) the returning officer shall provide an interactive copy of the ballot paper in a secure online system to facilitate voting using the Electronic Voting System and make available to Members and any Voting MCI Holders all information reasonably necessary to facilitate voting using the Electronic Voting System. Requirements for an authenticating mark of the returning officer on the ballot paper shall not apply, but the returning officer must ensure that a Member cannot vote using the Electronic Voting System more than once on any vote;
- (g) a Member or a Voting MCI Holder who votes using the Electronic Voting System must ensure that their vote is submitted to the returning officer in accordance with any instructions given for voting using the Electronic Voting System;
- (h) in respect of any vote received by the returning officer using the Electronic Voting System, the returning officer must ensure that the fact that the Member or the Voting MCI Holder has voted is recorded;

- (i) the returning officer must cause all votes received using the Electronic Voting System to be recorded in such a way that they cannot subsequently be identified with any particular Member or Voting MCI Holder;
- (j) if a Member or a Voting MCI Holder lodges both a vote by post and a vote using the Electronic Voting System, then the returning officer must if one of the votes is informal, accept the formal vote, and if both votes are formal, accept the vote received first;
- (k) counting of votes may be undertaken manually, electronically or by using scanning technology and equipment or a combination of such methods; and
- (l) the voting procedures set out in the preceding clauses of Part 13 are deemed to be otherwise modified to the extent necessary to permit voting using the Electronic Voting System.

14 Directors

Number of Directors

- 14.1 The number of Directors shall be at no time less than six nor more than eight (such number to be determined by the Board from time to time) provided that the number so fixed at any time shall not be fewer than the number of Directors in office when the determination takes effect. The Directors in office at the time of the adoption of this Constitution shall continue in office subject to this Constitution.
- 14.2 For the purposes of Article 14.1 any Managing Director or Executive Director shall be deemed to be a Director for the purpose of determining the number of Directors in office.
- 14.3 Not less than one half of the number of Directors in office at any time shall be permanent residents of Albury-Wodonga. For the purposes of this Article the expression “permanent resident of Albury-Wodonga” shall be deemed to mean a person having their principal place of residence within a radius of 150 kilometres from the Albury Post Office.

Appointment of Director

- 14.4 The Company in general meeting may by resolution appoint any person to be a Director for the purpose of filling a casual vacancy.
- 14.5 The Directors may at any time appoint any person to be a Director, either to fill a casual vacancy or as an addition to the existing Directors.
- 14.6 In the case of a Director appointed to fill a casual vacancy, the Board may:
 - (a) Waive the requirement of Article 14.14(b); and
 - (b) At any time up to 5 days before the notice of annual general meeting of the Company is issued, waive the requirements of Articles 14.33 and 14.34 and notify the returning officer that the Director is nominated for election provided that the

notification is accompanied by the declaration required by Article 14.35.

- 14.7 For the purposes of this Constitution a “casual vacancy” shall be deemed to have arisen in the event of a Director vacating the office of a Director in consequence of any circumstance referred to in Article 14.30 prior to the date on which he would be deemed to have retired in accordance with the provisions of Article 14.8.
- 14.8 Each Director will retire no later than the conclusion of the third annual general meeting from the date of their last election.
- 14.9 For the purposes of calculation for Article 14.8, the date of any Director’s election shall be taken to be the date of the annual general meeting at which they were last appointed or, if they were appointed to fill a casual vacancy, from the annual general meeting at which the director they are replacing was appointed or, if they are otherwise appointed, from the annual general meeting at which their appointment was confirmed by the members.
- 14.10 A retiring Director shall be eligible for re-election. A retiring Director holds office until the conclusion of the meeting at which that Director retires but is eligible for re-election.
- 14.11 The Company at the annual general meeting at which a Director retires or otherwise vacates office may fill the vacated office by electing a person to fill the vacancy.
- 14.12 Article 14.8 does not apply to any Managing Director or Executive Director.

Removal of Director

- 14.13 The Company in general meeting may by resolution under Section 203D remove a Director from office as a Director.

Qualification of Directors

- 14.14 A person is eligible to be a Director if the person:
- (a) is a Member or Voting MCI Holder;
 - (b) during the period commencing not less than 3 months prior to their nomination for election as a Director of the Company, at all times has a minimum of \$1,000.00 invested with the Company in their sole name as the beneficial owner and not as trustee or beneficiary;
 - (c) is not disqualified or prevented by law from being a Director;
 - (d) the person provides all information, documents and consents the Directors reasonably request to determine if the person is of appropriate fitness and propriety to be and act as a Director by reference to the Fit and Proper Policy and is not disqualified or prevented by law from being a Director; and
 - (e) is a fit and proper person as assessed in accordance with the Fit and Proper Policy.

Remuneration of Directors

- 14.15 Subject to Article 14.16, the Directors are entitled to be paid out of the funds of the Company as remuneration for their services as Directors such sum accruing from day to day as the Company in general meeting determines.
- 14.16 In the absence of apportionment determined by the meeting, the Directors may determine how the sum for their remuneration is to be apportioned among them (excluding the remuneration of any employee Director in respect of their employment) and how and when it is to be paid.
- 14.17 If the number of Directors in office is greater than the number in office when the Directors remuneration was last determined each additional Director is entitled, until the remuneration of the Directors is next determined at a general meeting, to be paid as remuneration for services as a Director an amount per annum up to a limit obtained by dividing the aggregate amount paid to the other Directors as remuneration for their services as Directors by the number of the other Directors. For the purposes of this Article only the remuneration of a Managing Director or Executive Director appointed pursuant to Article 16.25 shall be disregarded and such Managing Director or Executive Director shall not be counted in determining the number of Directors in office.
- 14.18 If a Director at the request of the Directors performs additional or special duties for the Company, the Company may remunerate that Director by payment of a fixed sum or salary to be determined by the Directors and that remuneration may be either in addition to or in substitution for that Director's remuneration under the preceding Articles.
- 14.19 The Company may pay a former Director, or the estate of a Director who dies in office, a retirement benefit in recognition of past services in the amount determined by the Directors, but not exceeding the amount permitted to be paid by the Corporations Act. The Company may also enter into a contract with a Director providing for payment of a retirement benefit. A retirement benefit paid under this Article is not remuneration to which Article 14.23 applies.

Travelling expenses

- 14.20 A Director is also entitled to be reimbursed out of the funds of the Company such reasonable travelling, accommodation and other expenses as the Director may incur when travelling to or from meetings of the Directors or a Committee or when otherwise engaged on the business of the Company.

Director's interests

- 14.21 A Director is not disqualified by the Director's office and the fiduciary relationship established by it from holding any office or place of profit, other than that of auditor, under the Company or a related body corporate of the Company. A Director may, subject to the Corporations Act:
- (a) be or become a director of or otherwise hold office or a place of profit in any other company promoted by the Company or in which the Company may be interested as vendor, shareholder or otherwise;

- (b) contract or make any arrangement with the Company or any related body corporate whether as vendor, purchaser, broker, solicitor or accountant or other professional person or otherwise and any contract or arrangement entered or to be entered into by or on behalf of the Company or any related body corporate in which any Director is in any way interested is not avoided for that reason; and
- (c) participate in any association, institution, fund, trust or scheme for past or present employees or Directors of the Company or any related body corporate, or any of their respective predecessors in business or their dependants or persons connected with them.

14.22 A Director who:

- (a) holds any office or place of profit under the Company;
- (b) holds any office or place of profit referred to in Article 14.21(a);
- (c) is involved in a contract or arrangement referred to in Article 14.21(b); or
- (d) participates in an association or otherwise under Article 14.21(c),

is not by reason only of that fact or any interest resulting from it or the fiduciary relationship established by it liable to account to the Company for any remuneration or other benefits accruing from it.

14.23 A Director or a firm of which the Director is a partner or employee may act in a professional capacity, other than as auditor, for the Company or any related body corporate and a Director or a Director's firm is entitled to remuneration for professional services as if the relevant Director were not a Director.

14.24 Each Director must disclose that Director's interests to the Company in accordance with the Corporations Act.

14.25 A Director who has a material personal interest in a matter that is being considered at a meeting of the Directors may be present while the matter is being considered, or may vote on the matter, in the circumstances permitted by Sections 195(1A), 195(2), 195(3), 195(4), or 196.

14.26 The Director may be counted in the quorum present at any Director's meeting at which the contract, proposed contract or arrangement or other matter is considered if the Director is permitted by the Corporations Act to be present during the consideration.

14.27 For the purposes of Article 14.25, a Director does not have an interest in a matter relating to an existing or proposed contract of insurance merely because the contract insures, or would insure, the Director against a liability incurred by the Director as an officer of the Company or of a related body corporate. This Article does not apply if the Company is the insurer.

- 14.28 The restrictions contained in Article 14.25 may at any time or times be suspended or relaxed to any extent and either prospectively or retrospectively by resolution of the Company in general meeting, if that is permitted by the Corporations Act.
- 14.29 If a Director has a material personal interest in a matter the Director may not participate in the execution of any instrument by or on behalf of the Company and whether through signing or sealing the same or otherwise.

Vacation of office of Director

- 14.30 In addition to the circumstances in which the office of a Director becomes vacant under the Corporations Act, the office of a Director becomes vacant (unless the Directors determines otherwise) if the Director:
- (a) becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under the law relating to mental health;
 - (b) resigns from the office by notice in writing to the Company;
 - (c) is removed from the office under Article 14.13;
 - (d) is absent from 3 consecutive ordinary meetings of the Board without its leave;
 - (e) dies;
 - (f) ceases to be a Member or MCI Holder; or
 - (g) fails to maintain at a minimum, the Deposit requirements specified in Article 14.14(b) and the situation is not rectified within 5 business days of the breach being notified to the Director;
 - (h) is 3 months in arrears in relation to any money due to the Company and has failed to make arrangements for payment satisfactory to the Company;
 - (i) becomes an employee of the Company in a capacity other than Managing Director or Executive Director;
 - (j) ceases to be a fit and proper person as assessed in accordance with the Fit and Proper Policy, or does not provide all information, documents and consents within a reasonable period of time after being requested to do so in accordance with the Fit and Proper Policy to enable an assessment of whether the person is a fit and proper person.

Election of Director

- 14.31 An election to fill the vacated office of a Director shall be conducted by ballot except where nominations equal or are less than the number of positions to be filled. If a ballot is not conducted Directors will be elected by separate resolution for each candidate.

- 14.32 The Board shall appoint a returning officer who may appoint an assisting returning officer or assisting returning officer none of whom may be a Director, employee of the Company or a person who intends to accept a nomination for the office of Director.
- 14.33 Nominations for election as Directors must be lodged at the Registered Office no later than 5.00 pm on the last Business Day in June immediately preceding the date of the annual general meeting at which the election is to occur.
- 14.34 A retiring Director shall be deemed to have been nominated for re-election unless they have advised the returning officer to the contrary in writing no later than the latest time allowed for the lodgement of nominations.
- 14.35 Each candidate shall furnish to the Company a declaration in such form as the Board may require relating to:
- (a) their eligibility for election; and
 - (b) whether they have any interest in a contract or proposed contract with the Company;
 - (c) whether they hold any office or interest in property which, directly or indirectly, may conflict with their duties or interest as a Director of the Company.
- 14.36 The nomination and declaration of each candidate shall be made available for perusal by Members at the Registered Office of the Company upon closure of nominations.
- 14.37 The returning officer shall scrutinise nominations and declarations and may reject a nomination where it appears to the returning officer that the candidate is ineligible for election or where a declaration has not been provided.
- 14.38 The order in which candidates appear on the ballot paper is to be determined by the returning officer by random draw.
- 14.39 The returning officer must cause some authenticating mark to appear on each ballot paper prior to distribution.
- 14.40 Ballot papers are to contain instructions as to completion for the assistance of Members.
- 14.41 For the purposes of Articles 14.38, 14.39 and 14.40, a “ballot” will be conducted in such manner as the Board may determine from time to time, including by postal ballot and/or a ballot by means of an Electronic Voting System approved by the Board.

15 Powers and duties of Directors

Directors to manage Company

- 15.1 The business of the Company is to be managed by the Directors, who may exercise all such powers of the Company as are not, by the Corporations

Act or by this Constitution, required to be exercised by the Company in general meeting.

- 15.2 Without limiting the generality of Article 15.1, the Directors may exercise all the powers of the Company to borrow or raise money, to charge any property or business of the Company or all or any of its uncalled capital and to issue debentures or give any other security for a debt, liability or obligation of the Company or of any other person.

Power to delegate

- 15.3 Without limiting Article 15.4, the Directors may delegate all or any of their powers, authorities or discretions on such terms as they may from time to time determine with power to revoke such delegation at any time. The powers of delegation expressly or impliedly conferred by this Constitution on the Directors are conferred in substitution for, and to the exclusion of, the power conferred by section 198D of the Corporations Act.

Appointment of attorney

- 15.4 The Directors may, by power of attorney, appoint any person or persons to be the attorney or attorneys of the Company for the purposes and with the powers, authorities and discretions vested in or exercisable by the Directors for such period and subject to such conditions as they think fit with power to revoke the same at any time.
- 15.5 Any such power of attorney may contain such provisions for the protection and convenience of persons dealing with the attorney as the Directors think fit and may also authorise the attorney to delegate (including by way of appointment of a substitute attorney) all or any of the powers, authorities and discretions vested in the attorney.

Minutes

- 15.6 The Directors must cause minutes of meetings to be made and kept in accordance with the Corporations Act.

Execution of Company cheques, etc

- 15.7 All cheques, promissory notes, bankers' drafts, bills of exchange and other negotiable instruments, and all receipts for money paid to the Company, must be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, in such manner and by such persons as the Directors determine from time to time.

Confidentiality

- 15.8 Except as otherwise required by law, every Director and other agent or officer of the Company must:
- (a) keep confidential all aspects of all transactions of the Company except:
 - (i) to the extent necessary to enable the Director, agent or officer to perform their duties to the Company; and
 - (ii) as required by law; and

- (b) if requested by the Directors, sign and make a declaration not to disclose or publish any aspect of any transaction of the Company.

Custody of papers

- 15.9 All books of account, securities, documents and papers of the Company other than such (if any) as the Board may direct to be kept elsewhere will be kept at the Registered Office of the Company in such manner and with such provisions for their security as the Board directs.

16 Proceedings of Directors

Directors meetings

- 16.1 The Directors may meet together for the despatch of business and adjourn and otherwise regulate their meetings as they think fit.
- 16.2 The Chair may at any time, and the Secretary must on the written request of a Chair, or on the written request of at least four Directors, convene a Directors Meeting.
- 16.3 Except as specified in Article 16.4, at least 48 hours notice must be given to each Director of all Directors meetings.
- 16.4 Directors Meetings may be convened on less than 48 hours notice where:
 - (a) the Chair determines that there are exceptional circumstances; or
 - (b) at least four Directors authorise the Secretary to convene a meeting on shorter notice.
- 16.5 Generally Board meetings will be held on a monthly basis.

Questions decided by majority

- 16.6 Questions arising at a Directors meeting are to be decided by a majority of votes of Directors present and entitled to vote.

Chair's casting vote

- 16.7 In the event of an equality of votes, the Chair of the Directors meeting has a casting vote.

Quorum for Directors meeting

- 16.8 At a Directors meeting, the number of Directors whose presence is necessary to constitute a quorum is four or any greater number determined by the Directors from time to time. For the purposes of this Article, a quorum is present during the consideration of a matter at a Directors meeting only if at least four Directors are present who are entitled to vote on any motion that may be moved at the meeting in relation to that matter.

If, within 30 minutes of the time appointed for a Directors meeting, a quorum is not present the remaining Directors may act.

Remaining Directors may act

- 16.9 The continuing Directors may act notwithstanding a vacancy in their number but, if and so long as their number is reduced below the minimum fixed by Article 14.1, the continuing Directors may, except in an emergency, act only for the purpose of filling vacancies to the extent necessary to bring their number up to that minimum or of convening a general meeting.

Chair and Deputy Chair

- 16.10 The Directors must elect a Director (not being the Managing Director or Executive Director) as Chair of Directors meetings and may determine the period for which the Chair will hold office.
- 16.11 The Directors may also elect a Director (not being the Managing Director or Executive Director) as Deputy Chair of Directors meetings to act in the Chair's absence and may determine the period for which the Deputy Chair will hold office.
- 16.12 The Chair and Deputy Chair, whilst remaining qualified to act as a Director, may only be removed from office by resolution of which notice has been given to all Directors not less than 14 days before the Directors meeting at which the resolution is proposed. The Directors meeting must be one which the Chair and Deputy Chair attends unless the Chair or Deputy Chair wilfully absents themselves from that meeting.
- 16.13 If no Chair or Deputy Chair is elected or if the Chair or Deputy Chair is not present at any Directors meeting within 10 minutes after the time appointed for the meeting to begin, the Directors present must elect a Director to be Chair of the meeting.
- 16.14 A Chair or Deputy Chair who ceases to be a Director, also ceases to be the Chair or Deputy Chair.

Directors committees

- 16.15 The Directors may delegate any of their powers, other than powers required by law to be dealt with by Directors as a board, to a committee or committees consisting of at least one Director and such other persons as they think fit.
- 16.16 A committee to which any powers have been delegated under Article 16.15 must exercise the powers delegated in accordance with any directions of the Directors.
- 16.17 The members of a committee may elect a Director as Chair of their meetings. If a meeting of a committee is held and:
- (a) a Chair has not been elected; or
 - (b) the Chair is not present within 10 minutes after the time appointed for the holding of the meeting or is unable or unwilling to act,

the members involved may elect a Director to be Chair of the meeting.

- 16.18 A committee may meet and adjourn as it thinks proper.

- 16.19 Questions arising at a meeting of a committee are to be determined by a majority of votes of the members present and voting. The Chair, in addition to the Chair's deliberative vote, has a casting vote.

Written resolution by Directors

- 16.20 A resolution in writing approved by a majority of Directors who are eligible to vote on the resolution (being at least a quorum) is as valid and effectual as if it had been passed at a Directors Meeting held at the time when the written resolution was signed by the last eligible Director to approve it. A written resolution may consist of several documents in like form, each signed by one or more Directors. Any such document may be in the form of a facsimile or electronic transmission, and may be signed by any means agreed by Directors from time to time.

Use of technology

- 16.21 A Directors meeting may be called or held using any technology consented to by each Director. The consent may be a standing one. A Director may only withdraw consent within a reasonable period before the meeting.
- 16.22 The Directors need not all be physically present in the same place for a Directors meeting. A Director who attends a Directors meeting held in accordance with this Article is deemed to be present at the meeting.

Validity of acts of Directors

- 16.23 If it is discovered that:
- (a) there was a defect in the appointment or election of a person as a Director or member of a Directors committee; or
 - (b) a person was appointed or elected to one of those positions was disqualified,
- all acts of the Directors or the Directors committee before the discovery was made are valid as if the person had been duly appointed or elected and was not disqualified.

Appointment of Managing and Executive Directors

- 16.24 The Directors may appoint an employee of the Company to the office of Managing Director or Executive Director or to any other office, except auditor, subject to:
- (a) The terms of such appointment shall be determined by the Directors provided that the period of such employment shall not extend beyond the date of the annual general meeting of the Company to be conducted immediately following the expiration of three years from the date of such appointment.
 - (b) The Directors may, subject to the terms of any contract between the Managing Director or Executive Director and the Company, at any time remove or dismiss any Managing Director or Executive Director from such office and may

appoint another Managing Director or Executive Director in their place.

- (c) The appointment of a Managing Director or Executive Director shall be submitted for ratification by the Company at the annual general meeting next following such appointment and in the absence of such ratification, the appointment shall be deemed to have lapsed immediately following the conclusion of such annual general meeting or at such later date as the Company may determine.
- (d) The Directors may extend or otherwise vary the terms of the appointment of a Managing Director or Executive Director provided always that such extended term and/or variation shall be submitted for ratification by the Company at the annual general meeting next following such extension and/or variation and in the absence of such ratification, such extension and/or variation shall be deemed to have lapsed immediately following the conclusion of such annual general meeting or at such later date as the Company may determine.
- (e) Nothing in this Article contained shall be read or construed so as to obligate the disclosure to a general meeting of the Company of the salary or other employment benefits (save for Director's fees) payable to a Managing or Executive Director pursuant to the terms of this appointment.

Remuneration of Managing and Executive Directors

- 16.25 The remuneration of a Managing Director or an Executive Director may be fixed by the Directors. At the Directors' discretion, the remuneration may include salary, commission and participation in profits by any or all of those means and may be inclusive or exclusive of a Director's remuneration.

Powers of Managing and Executive Directors

- 16.26 The Directors may confer on a Managing Director or an Executive Director any of the powers exercisable by them, on such terms and conditions and with such restrictions as they think fit. The Directors may at any time withdraw or vary any of the powers conferred on a Managing Director or an Executive Director.

17 Secretary

Appointment of Secretary

- 17.1 The Board may determine a secretary's terms of appointment, powers, duties, and remuneration. The Board may vary or revoke a determination, or an appointment, whatever the terms of the appointment.

Validity of Acts

- 17.2 An act done by a Secretary is effective even if the Secretary's appointment, or the continuance of the Secretary's appointment, is invalid because the

Company or the Secretary did not comply with the Constitution or any provision of the Corporations Act.

Liability

- 17.3 Article 17.2 does not imply that an act by a Secretary:
- (a) binds the Company in its dealings with other people; or
 - (b) makes the Company liable to another person.

18 Seals

Common and duplicate common seal

- 18.1 The Company may but need not have:
- (a) a common seal; and
 - (b) a duplicate common seal, which must be a copy of the common seal with the words “duplicate seal”, “Share seal” or “certificate seal” added.
- 18.2 The Directors must provide for the safe custody of each seal of the Company.

Use of common seal

- 18.3 The common seal may be used only by the authority of the Directors, or of a committee of the Directors authorised by the Directors to authorise the use of the common seal. Every document to which the common seal is affixed must be signed by a Director and be countersigned by another Director, a Secretary or another person appointed by the Directors to countersign that document or a class of documents in which that document is included.

19 Inspection of records

Inspection by Members

- 19.1 A person who is not a Director does not have the right to inspect any of the books, records, registers or documents of the Company, except as permitted by law, or this Constitution, or as authorised by the Board on such terms and conditions it sees fit, or by resolution of the Members.

20 Dividends and reserves

Payment of dividend

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

No interest on dividends

20.2 Interest is not payable by the Company on a dividend.

Reserves and profits carried forward

20.3 The Directors may, before paying any dividend, set aside out of the profits of the Company such sums as they think proper as reserves, to be applied, at the discretion of the Directors, for any purpose for which the profits of the Company may be properly applied.

20.4 Pending any such application, the reserves may, at the discretion of the Directors, be used in the business of the Company or be invested in such investments as the Directors think fit.

20.5 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.

Calculation and apportionment of dividends

20.6 Subject to the rights of persons (if any) entitled to Shares with special rights as to dividend and to the terms of any issue of Shares to the contrary all dividends are to be paid:

- (a) in the case of fully paid Shares, to their holders in proportion to the number of Shares held by them respectively; or
- (b) in the case of Shares which are not fully paid Shares, to their holders according to the amounts paid or credited as paid on those Shares, apportioned and paid proportionately to the amounts paid or credited as paid on the Shares during any portion or portions of the period in respect of which the dividend is paid.

20.7 An amount paid or credited as paid on a Share in advance of a call is not to be taken as paid or credited as paid on the Share for the purposes of Article 20.6.

Deductions from dividends

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

Distribution of specific assets

20.9 Except as provided in the terms of issue of any Shares, when paying a dividend, the Directors may:

- (a) resolve that the dividend be satisfied either wholly or partly by the distribution of specific assets to some or all of the persons entitled to the dividend, including fully paid Shares in or debentures of the Company or fully paid Shares in or debentures of any other body corporate; and

- (b) direct that the dividend payable in respect of any particular Shares be satisfied wholly or partly by such a distribution and that the dividend payable in respect of other Shares be paid in cash.

20.10 If a difficulty arises in regard to a distribution under Article 20.9, the Directors may:

- (a) settle the matter as they consider expedient; and
- (b) fix the value for distribution of the specific assets or any part of those assets;
- (c) determine that cash payments will be made to, or at the direction of, any Shareholder Members and/ or MCI Holders on the basis of the value so fixed in order to adjust the rights of all parties; and
- (d) vest any such specific assets in trustees as the Directors consider expedient.

20.11 If a distribution of specific assets to, or at the direction of, a particular Shareholder Member or Shareholder Members, or MCI Holder or MCI Holders is illegal or, in the Directors opinion, impracticable the Directors may make a cash payment to the Shareholder Member or Shareholder Members, or MCI Holder or MCI Holders on the basis of the cash amount of the dividend instead of the distribution of specific assets.

20.12 For the avoidance of doubt, dividends on MCIs must not be paid other than in the form of cash.

Payment by cheque and receipts from joint holders

20.13 A dividend, interest or other money payable in cash in respect of Shares may be paid:

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

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

20.15 Different methods of payment may apply to different Shareholders or of groups of Shareholders. Payment of money is at the risk of the holder or holders to whom it is sent.

Unclaimed dividends

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

21 Capitalisation of profits

Capitalisation of reserves and profits

21.1 The Directors:

- (a) may resolve to capitalise any sum, being the whole or a part of the amount for the time being standing to the credit of any reserve account or the profit and loss account or otherwise available for distribution to Shareholder Members; and
- (b) may but need not resolve to apply the sum in any of the ways mentioned in Article 21.2, for the benefit of Shareholder Members in the proportions to which those Shareholder Members would have been entitled in a distribution of that sum by way of dividend.

21.2 Subject to the terms of issue of any Shares (excluding MCIs), the ways in which a sum may be applied for the benefit of Shareholder Members under Article 21.1 are:

- (a) in paying up any amounts unpaid on Shares held by Shareholder Members;
- (b) in paying up in full unissued Shares or debentures to be issued to Shareholder Members as fully paid; or
- (c) partly as mentioned in paragraph (a) and partly as mentioned in paragraph (b).

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

- (a) issue fractional certificates or make cash payments in cases where Shares or debentures become issuable in fractions; and
- (b) authorise any person to make, on behalf of all or any of the Shareholder Members entitled to any further Shares or debentures on the capitalisation, an agreement with the Company providing for:
 - (i) the issue to them, credited as fully paid up, of any such further Shares or debentures; or
 - (ii) the payment up by the Company on their behalf of the amounts or any part of the amounts remaining unpaid on their existing Shares by the application of their

respective proportions of the sum resolved to be capitalised,

and any such agreement is effective and binding on all the Shareholder Members concerned.

22 Service of documents

Service of documents

22.1 This Part does not apply to a notice of a meeting of Members or a meeting of MCI Holders.

22.2 The Company may give a document to a Member or MCI Holder:

- (a) personally;
- (b) by sending it by post to the address for the Member or MCI Holder in the Register of Members alternative address nominated by the Member or MCI Holder;
- (c) by sending it to a fax number or electronic address nominated by the Member or MCI Holder;
- (d) if to an MCI Holder, in any manner permitted by the terms of issue of the MCIs; or
- (e) by any other means permitted by law.

22.3 The time the Member or MCI Holder is deemed to have received the document is as follows:

Delivery method	Time Member or MCI Holder receives notice
Personally	(i) If delivered before 5:00pm on a Business Day – on that Business Day. (ii) If delivered after 5:00pm on a Business Day – on the next Business Day. (iii) If delivered on a day other than a Business Day – on the next Business Day.
Post	The third Business Day after posting unless it is actually delivered earlier.
Fax	(i) If delivered before 5:00pm on a Business Day – on that Business Day. (ii) If delivered after 5:00pm on a Business Day – on the next Business Day. (iii) If delivered on a day other than a Business Day – on the next Business Day.
Email	(i) If delivered before 5:00pm on a Business Day – on that Business Day. (ii) If delivered after 5:00pm on a Business Day – on the next Business Day.

	(iii) If delivered on a day other than a Business Day – on the next Business Day.
--	---

- 22.4 A document may be given by the Company to joint Members or MCI Holders by giving the document to the primary joint Member or MCI Holder.
- 22.5 A person who by operation of law, transfer or other means whatsoever becomes entitled to any Share is absolutely bound by every document given in accordance with this Article to the person from whom that person derives title prior to registration of that person's title in the Register.
- 22.6 If a Member or MCI Holder does not have an address in the Register of Members, or has not nominated an alternative address, or if the Company reasonably believes that a Member or MCI Holder is not known at the Member's or MCI Holder's (as applicable) address in the Register of Members or any alternative address provided, a document is taken to be given to the Member or MCI Holder (as applicable) if the document is exhibited in the Registered Office for 48 hours. The document is taken to be served at the start of that period. It need not be addressed to the Member or MCI Holder (as applicable).
- 22.7 A certificate signed by a Director or a Secretary stating that a document was sent, delivered or given to a Member or MCI Holder personally, by post, fax or other electronic means on a particular date is evidence that the document was sent, delivered or given on that date and by that means.

23 Audit and accounts

Company to keep accounts

- 23.1 The Directors must cause the Company to keep accounts of the business of the Company in accordance with the requirements of the Corporations Act.

Company to audit accounts

- 23.2 The Directors must cause the accounts of the Company to be audited in accordance with the requirements of the Corporations Act.

24 Winding up

Distribution of assets

- 24.1 If the Company is wound up, any surplus property of the Company after first paying the Deposits and all other liabilities will, subject to Article 5.7, be distributed amongst the Shareholder Members and Guarantee Members in the following order:
- (a) in satisfaction of any priority entitlements of Shareholder Members in accordance with the terms of issue of any Shares (excluding MCIs);

- (b) to Shareholder Members in proportion to the paid up amount of any Shares (excluding MCIs) held by them as at the date of commencement of the winding up of the Company and subject to the terms of issue of any Share (excluding MCIs);
- (c) to Guarantee Members in proportion to the value of deposits held by the Members as at the date of the commencement of the winding up.

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

25 Indemnity

Indemnity of officers

- 25.1 Every person who is or has been a director, secretary or officer of the Company is entitled to be indemnified, to the maximum extent permitted by law, out of the property of the Company against any liabilities for costs and expenses incurred by that person:
- (a) in defending any proceedings relating to that person's position with the Company, whether civil or criminal, in which judgment is given in that person's favour or in which that person is acquitted or which are withdrawn before judgment; or
 - (b) in connection with any administrative proceedings relating to that person's position with the Company, except proceedings which give rise to civil or criminal proceedings against that person in which judgment is not given in that person's favour or in which that person is not acquitted or which arise out of conduct involving a lack of good faith; or
 - (c) in connection with any application in relation to any proceedings relating to that person's position with the Company, whether civil or criminal, in which relief is granted to that person under the Corporations Act by the court.
- 25.2 Every person who is or has been a director, secretary or officer of the Company is entitled to be indemnified, to the maximum extent permitted by law, out of the property of the Company against any liability to another person (other than the Company or a related body corporate) as such an officer unless the liability arises out of conduct involving a lack of good faith.

Insurance

- 25.3 The Company may pay a premium for a contract insuring a person who is or has been a director, secretary or officer of the Company and its related bodies corporate against:

- (a) any liability incurred by that person as such an officer which does not arise out of conduct involving a wilful breach of duty in relation to the Company or a contravention of Sections 182, 183(1) or 184 of the Corporations Act; and
- (b) any liability for costs and expenses incurred by that person in defending proceedings relating to that person's position with the Company, whether civil or criminal, and whatever their outcome.