

Constitution of Thakral Holdings Limited

ACN 054 346 315

(Adopted by Special Resolution
on 21 November 2011)

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Contents

1.	PRELIMINARY	7
1.1	Replaceable rules	7
1.2	Definitions	7
1.3	Interpretation of this document	10
1.4	Application of Stapling Provisions	11
2.	LISTING RULES	12
2.1	ASX Listing Rules	12
3.	DIRECTORS	12
3.1	Number of Directors	12
3.2	Eligibility	12
3.3	Appointment by the Board	12
3.4	Election by general meeting	12
3.5	Eligible candidates	13
3.6	Retirement of Directors	13
3.7	Selection of Directors to retire	13
3.8	Time of retirement	13
3.9	Cessation of Director's appointment	13
3.10	Removal from office	14
3.11	Too few Directors	14
4.	ALTERNATE DIRECTORS	14
4.1	Appointment of Alternates	14
4.2	Notice of Board meetings	14
4.3	Obligations and entitlements of Alternates	15
4.4	Termination of appointment	15
4.5	Appointments and revocations in writing	15
5.	POWERS OF THE BOARD	15
5.1	Powers generally	15
5.2	Group benefit	15
5.3	Exercise of powers	16
6.	EXECUTING NEGOTIABLE INSTRUMENTS AND ELECTRONIC TRANSFER OF FUNDS	16
7.	MANAGING DIRECTOR	16
7.1	Appointment and power of Managing Director	16
7.2	Retirement and removal of Managing Director	16
7.3	Termination of position of Managing Director	17
7.4	Executive Directors	17
8.	DELEGATION OF BOARD POWERS	17
8.1	Power to delegate	17
8.2	Power to revoke delegation	17

8.3	Terms of delegation	18
8.4	Proceedings of committees	18
9.	DIRECTORS' DUTIES AND INTERESTS	18
9.1	Compliance with duties under the Act and general law	18
9.2	Director can hold other offices etc	18
9.3	Disclosure of interests	18
9.4	Director interested in a matter	18
9.5	Effect of conflict of interest	19
9.6	Obligation of secrecy	19
10.	DIRECTORS' REMUNERATION	19
10.1	Remuneration of non-executive Directors	19
10.2	Additional remuneration for extra services	20
10.3	Expenses of Directors	20
11.	OFFICERS' INDEMNITY AND INSURANCE	20
11.1	Indemnity	20
11.2	Insurance	20
11.3	Former officers	20
12.	BOARD MEETINGS	21
12.1	Convening Board meetings	21
12.2	Notice of Board meeting	21
12.3	Use of technology	21
12.4	Chairing Board meetings	21
12.5	Quorum	21
12.6	Majority decisions	22
12.7	Procedural rules	22
12.8	Written resolutions	22
12.9	Additional provisions concerning written resolutions	22
12.10	Valid proceedings	22
13.	MEETINGS OF MEMBERS	22
13.1	Annual general meeting	22
13.2	Calling meetings of members	23
13.3	Notice of meeting	23
13.4	Business transacted shall be stated in notice of meeting	23
13.5	Postponement or cancellation	23
13.6	Notice of resumed meeting	23
13.7	Notice to joint holders	23
13.8	Technology	24
13.9	Accidental omission	24
13.10	Class meetings	24
13.11	Stapling	24
14.	PROCEEDINGS AT MEETINGS OF MEMBERS	24
14.1	Member present at meeting	24
14.2	Quorum	24
14.3	Quorum not present	24
14.4	Decisions at meetings of members	25
14.5	Chairing meetings of members	25
14.6	Attendance at meetings of members	25

14.7	Members rights suspended while call unpaid	25
14.8	Chairman's powers at meetings of members	25
14.9	Admission to meetings of members	26
14.10	Adjournment	26
14.11	Business at adjourned meetings	26
14.12	Joint meetings	26
15.	PROXIES, ATTORNEYS AND REPRESENTATIVES	27
15.1	Appointment of proxies	27
15.2	Where proxy is incomplete	27
15.3	Member's attorney	27
15.4	Deposit of proxy appointment forms, powers of attorney and proxy appointment authorities	27
15.5	Evidence of proxy appointment forms, powers of attorney and other appointments	28
15.6	Corporate representatives	28
15.7	Appointment for particular meeting, standing appointment and revocation	28
15.8	Position of proxy or attorney if member present	28
15.9	Priority of conflicting appointments of attorney or corporate representative	28
15.10	More than two current proxy appointments	28
15.11	Continuing authority	29
16.	ENTITLEMENT TO VOTE	29
16.1	Voting qualification time	29
16.2	Number of votes	29
16.3	Voting rights where calls unpaid	30
16.4	Casting vote of chairman	30
16.5	Votes of joint holders	30
16.6	Votes of transmittees and guardians	31
16.7	Voting restrictions	31
16.8	Decision on right to vote	31
17.	HOW VOTING IS CARRIED OUT	31
17.1	Method of voting	31
17.2	Direct and electronic voting	31
17.3	Demand for a poll	32
17.4	When and how polls must be taken	32
18.	SECRETARY	32
18.1	Appointment of Secretary	32
18.2	Terms and conditions of office	32
18.3	Cessation of Secretary's appointment	32
18.4	Removal from office	33
19.	MINUTES	33
19.1	Minutes must be kept	33
19.2	Minutes as evidence	33
19.3	Inspection of minute books	33

20.	COMPANY SEALS	33
20.1	Common seal	33
20.2	Use of seals	33
20.3	Fixing seals to documents	33
20.4	Execution of documents without use of the Company's common seal	34
21.	ACCOUNTS	34
22.	FINANCIAL REPORTS AND AUDIT	34
22.1	Company must keep financial records	34
22.2	Financial reporting	34
22.3	Audit	34
22.4	Conclusive reports	34
22.5	Inspection of financial records and books	35
23.	SHARES	35
23.1	Issue at discretion of Board	35
23.2	Issue of shares while Stapling prevails	35
23.3	Special rights	35
23.4	Effect of allotment on class rights	35
23.5	Trusts over shares	36
23.6	Preference and redeemable preference shares	36
23.7	Restrictions on issue	36
23.8	Brokerage and commissions	36
23.9	Surrender of shares	36
24.	VARIATION OF CLASS RIGHTS	36
24.1	Form of approval	36
24.2	Separate general meeting	37
24.3	Effect of Stapling	37
25.	UNCERTIFICATED HOLDINGS	37
25.1	Uncertificated holdings	37
26.	STAPLING AND JOINT QUOTATION	37
26.1	Stapling	37
26.2	Joint quotation	38
27.	REGISTER	38
27.1	Joint holders	38
27.2	Rights and obligations of Joint holders	38
27.3	Joint Register	38
27.4	Non-beneficial holders	39
28.	PARTLY PAID SHARES	39
28.1	Fixed instalments	39
28.2	Prepayment of calls	39
28.3	Calls made by Board	39
28.4	Notice of call	39
28.5	Classes of shares	40
28.6	Obligation to pay calls	40

28.7	Called Amounts	40
28.8	Proof of call	40
28.9	Forfeiture notice	40
28.10	Forfeiture	40
28.11	Disposal and re-issue of forfeited shares	41
28.12	Notice of forfeiture	41
28.13	Cancellation of forfeiture	41
28.14	Effect of forfeiture	41
28.15	Application of proceeds	41
28.16	Title of new holder	41
28.17	Mortgage of uncalled capital	42
28.18	Effect of Stapling	42
28.19	Terms of issue for existing partly paid shares	42
29.	COMPANY LIENS	42
29.1	Existence of liens	42
29.2	Sale under lien	42
29.3	Protection of lien	43
29.4	Indemnity for payments required to be made by the Company	43
29.5	Effect of Stapling	43
30.	DIVIDENDS	43
30.1	Distribution of profits and accumulation of reserves	43
30.2	Dividends	44
30.3	Amount of dividend	44
30.4	Prepayments and payments during dividend period	44
30.5	Amounts due by member	44
30.6	Dividends in kind	44
30.7	Payment of dividend by way of securities in another corporation	45
30.8	Source of dividends	45
30.9	Method of payment of dividends	45
30.10	Joint holders' receipt	45
30.11	Retention of dividends by Company	45
30.12	No interest on dividends	46
31.	SHARE PLANS	46
31.1	Implementing share plans	46
31.2	Board's powers and varying, suspending or terminating share plans	46
31.3	Effect of Stapling	47
32.	TRANSFER OF SHARES	47
32.1	Modes of transfer	47
32.2	Effect of Stapling	47
32.3	Market obligations	47
32.4	Delivery of transfer and certificate	48
32.5	Refusal to register transfer	48
32.6	Transferor remains holder until transfer registered	48
32.7	Powers of attorney	48
33.	TRANSMISSION OF SHARES	49
33.1	Death of joint holder	49
33.2	Death of single holder	49
33.3	Transmission of shares on insolvency or mental incapacity	49
33.4	Other transmittee rights and obligations	49

33.5	Refusal to register holder	49
33.6	Effect of Stapling	49
34.	UNMARKETABLE PARCELS	50
34.1	Board power of sale	50
34.2	Notice of proposed sale	50
34.3	No sale where member gives notice	50
34.4	Terms of sale	50
34.5	Share transfers	50
34.6	Application of proceeds	50
34.7	Protections for transferee	51
34.8	Effect of Stapling	51
35.	ALTERATION OF SHARE CAPITAL	51
35.1	Capitalisation of profits	51
35.2	Adjustment of capitalised amounts	51
35.3	Conversion of shares	52
35.4	Adjustments on conversion	52
35.5	Reduction of capital	52
35.6	Payments in kind	52
35.7	Payment in kind by way of securities in another corporation	52
35.8	Effect of Stapling	53
36.	CURRENCY FOR PAYMENTS	53
36.1	Board may decide currency	53
37.	WINDING UP	53
37.1	Entitlement of members	53
37.2	Distribution of assets generally	53
37.3	No distribution of liabilities	54
37.4	Distribution not in accordance with legal rights	54
38.	NOTICES	54
38.1	Notices by Company	54
38.2	Overseas members	54
38.3	When notice is given	54
38.4	Notice to joint holders	55
38.5	Notice to earlier holders	55
38.6	Counting days	55
38.7	Notices to "lost" members	55
39.	UNCLAIMED MONEY	55

SCHEDULE – TERMS OF ISSUE FOR EXISTING PARTLY PAID SHARES

Constitution of Thakral Holdings Limited

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1. PRELIMINARY

1.1 Replaceable rules

The replaceable rules under the Act do not apply to the Company and are replaced by the rules set out in this document.

1.2 Definitions

The following definitions apply in this document.

Act means the *Corporations Act 2001* (Cth).

Alternate means an alternate Director appointed under rule 4.1.

Appointor in relation to an Alternate, means the Director who appointed the Alternate.

ASIC means the Australian Securities and Investments Commission.

ASX means ASX Limited (ABN 98 008 624 691).

ASX Settlement Rules means the settlement operating rules of ASX Settlement Pty Limited (ABN 49 008 504 532) and, to the extent that they are applicable, the operating rules of each of ASX, ASX Clear Pty Limited (ABN 48 001 314 503) and any other relevant exchange.

Board means the Directors acting collectively under this document.

business day has the meaning given by the Listing Rules.

Called Amount in respect of a share means:

- (a) the amount of a call on that share which is due and unpaid; and
- (b) any amount the Board requires a member to pay under rule 28.7.

Company means Thakral Holdings Limited ACN 054 346 315 (or such other name as it may adopt).

Controlled Entity means an entity which the Company controls, within the meaning ascribed to that term for the purposes of Chapter 2E of the Act.

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

Director means a person who is, for the time being, a director of the Company including, where appropriate, an Alternate.

Directors' Remuneration means remuneration provided by the Company to a Director (other than an Executive Director) including fees, non-cash benefits, superannuation contributions and any payment made as compensation for loss of office or in connection with retirement from office (which includes resignation from office and death while in office), but does not include:

- (a) an insurance premium paid by the Company or indemnity under rule 11; or
- (b) any issue or acquisition of securities.

Discounted Joint Market Price means the weighted average Joint Market Price determined by the Company of all Stapled Securities sold on the ASX by means of the Stock Exchange Automated Trading System (SEATS) during the 4 business days immediately prior to the Record Date, less a discount determined by the Company not exceeding 10%.

Executive Director means a Director who is an employee of the Company or a subsidiary or acts in an executive capacity for the Company or a subsidiary under a contract for services and includes a Managing Director.

Fully Paid Unit means a fully paid Non-Voting Unit.

Interest Rate means, in respect of each rule in which that term is used:

- (a) the rate for the time being prescribed by the Board in respect of that rule; or
- (b) if no rate is prescribed, 15% each year.

Joint Market Price means the price recorded on the ASX for a Stapled Security during such period as it is Jointly Quoted or the last recorded price during any period of suspension

Joint Register means the joint register established in accordance with rule 27.3.

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

Managing Director means the managing director appointed under rule 7.1.

member means a person whose name is entered in the Register as the holder of a share.

Non-Voting Unit means a fully paid or partly paid Unit issued by the Responsible Entity of THT which does not have the right to vote.

officer has the meaning given by the Act.

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

ordinary resolution means a resolution passed at a meeting of members by a majority of the votes cast by members entitled to vote on the resolution.

Partly Paid Unit means a partly paid Non-Voting Unit.

Partly Paid member means Replay Investments Pty Ltd ACN 106 160 089 or its successors or assigns.

Partly Paid share means the 40,000,000 partly paid shares issued by the Company on the terms set out in the Schedule to this constitution.

Record Date has the same meaning as in the ASX Settlement Rules

Register means the register of members kept as required by the Act and includes a computerised or electronic subregister established and administered under the ASX Settlement Rules.

Relief means a class order, an exemption, declaration, modification or other instrument granted or issued by ASIC in connection with the Responsible Entity or the Trust and includes any amended or substituted class order, exemption, declaration, modification or other instrument.

Responsible Entity means the responsible entity for the time being of THT.

Secretary means, during the term of that appointment, a person appointed as a secretary of the Company in accordance with this document.

share means an ordinary share in the capital of the Company.

special resolution has the meaning given by the Act.

Stapled means the state that exists consequent upon Stapling.

Stapled Security means a share and a Non-Voting Unit which are Stapled together and registered in the name of the holder in the Joint Register in accordance with this constitution.

Stapling means the linking together of all of the rights and obligations which attach to a Stapled Security as provided for in this Constitution.

Stapling Provision means any one or more of rules 1.4, 13.11, 23.2, 24.3, 26.1, 26.2, 28.18, 29.5, 31.3, 32.2, 33.6, 34.8 or 35.8.

THL Group means the Company and the group of companies and trusts controlled by the Company. For the purposes of this definition:

- (a) any company in which the whole of the issued shares are held by the Company beneficially or as mortgagor or any wholly owned subsidiary of the Company shall be treated as being controlled by the Company; and
- (b) any trust in which the Company holds beneficially or as mortgagor all of the units or any trust in which the unit holder is ultimately controlled by the Company shall be treated as being controlled by the Company.

THT means the Thakral Holdings Trust established by a trust deed dated 9 September, 1987 between Howlong Pty Ltd and Redan Pty Ltd as amended from time to time.

THT Constitution means the constitution of THT as amended from time to time.

Unit means an undivided share in the trust fund of THT and includes a Fully Partly Paid Unit and a Partly Paid Unit.

Unitholder means a person holding a Unit.

Unmarketable Parcel means a parcel of shares of a single class registered in the same name or the same joint names which is less than:

- (a) the number that constitutes a marketable parcel of shares of that class under the Listing Rules; or
- (b) subject to the Act, the Listing Rules and the ASX Settlement Rules, any other number determined by the Board from time to time.

Voting Unit means a Unit which has attached to it the right to vote at a meeting of Unitholders of THT.

1.3 Interpretation of this document

Headings and marginal notes are for convenience only, and do not affect interpretation. The following rules also apply in interpreting this document, except where the context makes it clear that a rule is not intended to apply.

- (a) In this document:
- (i) a reference to legislation (including subordinate legislation), the Listing Rules or the ASX Settlement Rules is to that legislation, the Listing Rules or the ASX Settlement Rules as:
 - (A) amended, modified or waived in relation to the Company; or
 - (B) re-enacted, amended or replaced,and includes any subordinate legislation, regulations or rules issued under that legislation, the Listing Rules or the ASX Settlement Rules and any exemption, declaration, relief or class order issued or made by ASIC under the Act which applies to the Company;
 - (ii) a reference to a document or agreement, or a provision of a document or agreement (including this Constitution), is to that document, agreement or provision as amended, supplemented, replaced or novated;
 - (iii) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity including a body politic, partnership, joint venture, association or any executor, administrator or successor in law of the person; and
 - (iv) anything (including a right, obligation or concept) includes each part of it.
- (b) A singular word includes the plural, and vice versa.
- (c) A word which suggests one gender includes the other genders.
- (d) If a word is defined, another part of speech has a corresponding meaning.
- (e) If an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing.
- (f) The word agreement includes an undertaking or other binding arrangement or understanding, whether or not in writing.
- (g) A power to do something includes a power, exercisable in the like circumstances, to revoke, undo, amend or vary it or exercise it subject to conditions.
- (h) A reference to a power or a reference that the Company, the Board or a Director may do or determine or decide to do an act or thing is also a reference to the authority or discretion to do so as they see fit.
- (i) A reference to something being written or in writing includes that thing being represented or reproduced in any mode in a visible form.
- (j) A word or expression (other than a word or expression defined in rule 1.2) which is defined by:

- (i) the Act has the same meaning in this document where it relates to the same matters as the matters for which it is defined in the Act; and
- (ii) the Listing Rules has the same meaning in this document where it relates to the same matters as the matters for which it is defined in the Listing Rules.
- (k) A reference to a Chapter, Part, Division, or section is a reference to a Chapter, Part, Division or section of the Act.
- (l) Headings and any table of contents must be ignored in the interpretation of this constitution.
- (m) Where a period of time is specified and is to be calculated before or after a given day, act or event it must be calculated without counting that day or the day of that act or event.
- (n) A provision of this constitution, except that specifying the time for deposit of proxies with the Company, which has the effect of requiring anything to be done on or by a date which is not a business day must be interpreted as if it required it to be done on or by the next business day.
- (o) A reference to a business day has the meaning given to that term in the Listing Rules.

1.4 Application of Stapling Provisions

- (a) If there is an inconsistency between any Stapling Provision and any other provision of this Constitution, then the Stapling Provision prevails to the extent of that inconsistency, except where this would result in a breach of the Listing Rules, the Operating Rules of a CS Facility, the Act or any other law. The Stapling Provision prevails in this way, even if the other provisions are expressed to apply notwithstanding any other provisions in this Constitution.
- (b) The Directors must use every reasonable endeavour to procure that the Stapled Securities are dealt with under this Constitution in a manner consistent with the provisions relating to the Stapled Securities in the THT Constitution.
- (c) The shares are intended to be Stapled to Non-Voting Units in the ration of one Share to one Unit in THT.
- (d) It is the intention of the Company (and as more specifically set out in this Constitution) that:
 - (i) the members holding the shares shall be identical to the Unitholders;
 - (ii) as far as the law permits, a share and one of each of the Non-Voting Unit which are Stapled together shall be treated as one security;
 - (iii) no transfer of a share is to occur without one of each of the Non-Voting Units being transferred at the same time and from the same transferor to the same transferee; and
 - (iv) no share is to be issued unless one of each of the Non-Voting Units is issued at the same time to the same person.
- (e) Subject to the Act and the Listing Rules, the Directors may determine that the Stapling Provisions will cease to apply provided that at the same time the Responsible Entity also suspends the corresponding Stapling Provisions in the THT Constitution. If the Directors do so, they may at a later time give notice that

the application of the Stapling Provisions is to recommence provided that the Responsible Entity simultaneously gives the same notice to the Unitholders.

2. LISTING RULES

2.1 ASX Listing Rules

The Company must comply with the following for so long as it is admitted to the Official List of ASX:

- (a) notwithstanding anything contained in this document, if the Listing Rules prohibit an act being done, the act shall not be done;
- (b) nothing contained in this document prevents an act being done that the Listing Rules require to be done;
- (c) if the Listing Rules require an act to be done or not to be done, authority is given for that act to be done or not to be done (as the case may be);
- (d) if the Listing Rules require this document to contain a provision and it does not contain such a provision, this document is deemed to contain that provision;
- (e) if the Listing Rules require this document not to contain a provision and it contains such a provision, this document is deemed not to contain that provision; and
- (f) if any provision of this document is or becomes inconsistent with the Listing Rules, this document is deemed not to contain that provision to the extent of the inconsistency.

3. DIRECTORS

3.1 Number of Directors

The minimum number of Directors (not counting Alternates) is three and the maximum number is eight or such other number as is determined by the Board from time to time by resolution (being not less than the number of Directors at the time the Board makes that determination).

3.2 Eligibility

A Director need not be a member. Neither the auditor of the Company for the time being nor any partner, director or employee of the auditor is eligible to act as a Director.

3.3 Appointment by the Board

Subject to this document and the Act, the Board may appoint a person to be a Director at any time either as an addition to the Board or to fill a casual vacancy but so that the total number of Directors does not exceed the maximum number determined by the Board under rule 3.1. Any Director so appointed automatically retires at the next annual general meeting and is eligible for election at that annual general meeting.

3.4 Election by general meeting

Subject to this document and the Act, the Company in general meeting may elect Directors by ordinary resolution.

3.5 Eligible candidates

The Company in general meeting cannot validly elect a person as a Director unless:

- (a) the person is a Director retiring at the general meeting and seeks re-election;
- (b) the person is appointed as an addition to the Board or to fill a casual vacancy pursuant to rule 3.3 and is retiring at the general meeting and seeks election;
- (c) the Board recommends the appointment; or
- (d) at least 45 business days (or such other period determined by the Board and notified to ASX) before the date of the meeting at which election is to occur, the Company receives at its registered office both:
 - (i) a nomination of the person by a member (who may be the person); and
 - (ii) a consent to act as a Director signed by the person.

The Company must notify members of every eligible candidate for election as a Director with the notice of meeting.

3.6 Retirement of Directors

- (a) An election of Directors must be held at each annual general meeting. A Director (other than the Managing Director) must retire from office at the third annual general meeting after the Director was elected or last re-elected.
- (b) A Director may elect to retire and seek re-election at an annual general meeting before the time required by rule 3.6(a), provided at least 45 business days (or any other period as the Board may determine) before the annual general meeting the Director has given the Board notice of his or her intention to do so. If the Director gives such a notice, the Director must then retire from office at the relevant annual general meeting.
- (c) If no election of Directors is required to occur at an annual general meeting under rule 3.3, 3.6(a) or 3.6(b), then one Director must retire from office at the annual general meeting.
- (d) Rule 3.6 does not apply to the Managing Director and his or her Alternates.
- (e) A Director who retires under this rule 3.6 is eligible for re-election.

3.7 Selection of Directors to retire

The Director to retire under rule 3.6(c) is the Director who has held office the longest since being elected or last being re-elected. If two or more Directors have been in office for the same period, those Directors may agree which of them will retire. If they do not agree, they must draw lots to decide which of them must retire.

3.8 Time of retirement

A Director's retirement under rule 3.3 or 3.6 takes effect at the end of the relevant annual general meeting unless the Director is elected or re-elected at that meeting.

3.9 Cessation of Director's appointment

A person automatically ceases to be a Director if the person:

- (a) is not permitted by the Act (or an order made under the Act) to be a director;

- (b) becomes disqualified from managing corporations under the Act and is not given permission or leave to manage the Company under the Act;
- (c) becomes of unsound mind or physically or mentally incapable of performing the functions of that office;
- (d) fails to attend (either personally or by an Alternate) Board meetings held (not including meetings of a committee of the Board) for a continuous period of 6 months or such other period as the Board determines without leave of absence from the Board;
- (e) resigns by notice in writing to the Company;
- (f) is removed from office under rule 3.10;
- (g) ceases to be eligible to act as a Director under rule 3.2; or
- (h) is a Managing Director and ceases to hold that office.

3.10 **Removal from office**

Whether or not a Director's appointment was expressed to be for a specified period:

- (a) the Company by ordinary resolution; or
- (b) members holding a majority of the issued shares of the Company conferring the right to vote, by writing delivered to the Company,

may remove a Director from office.

The powers to remove a Director under this rule 3.10 are in addition to the powers under the Act.

3.11 **Too few Directors**

If the number of Directors is reduced below the minimum required by rule 3.1, the continuing Directors may act as the Board only:

- (a) to appoint Directors up to that minimum number;
- (b) to convene a meeting of members; and
- (c) in emergencies.

4. **ALTERNATE DIRECTORS**

4.1 **Appointment of Alternates**

Subject to rule 3.2, a Director (other than an Alternate) may appoint a person who is approved by the Board (without the vote of the Appointor) to act as Alternate for a specified period or each time the Appointor is unable to attend a Board meeting or act as a Director.

4.2 **Notice of Board meetings**

If the Appointor requests the Company to give the Alternate notice of Board meetings, the Company must do so. Unless the Appointor has requested it, the Company need not give notice of Board meetings to an Alternate.

4.3 Obligations and entitlements of Alternates

An Alternate:

- (a) may attend and vote in place of the Appointor at a Board meeting at which the Appointor is not present;
- (b) if also a Director, has a separate right to vote as Alternate;
- (c) if Alternate for more than one Appointor, has a separate right to vote in place of each Appointor;
- (d) when acting as Alternate, is an officer of the Company and subject to all the duties, and entitled to exercise all the powers and rights, of the Appointor as a Director; and
- (e) is entitled to reasonable travel, accommodation and other expenses incurred in attending meetings of the Board or of the Company or while otherwise engaged on the business of the Company on the same basis as other Directors but is not entitled to any other remuneration from the Company.

4.4 Termination of appointment

The Appointor may at any time revoke the appointment of a person as an Alternate whether or not that appointment is for a specified period. Any appointment of an Alternate immediately ceases if:

- (a) the Appointor ceases to be a Director;
- (b) an event occurs which would cause the Alternate to cease to be a Director under rule 3.9 if the Alternate were a Director; or
- (c) the Board resolves to terminate the appointment after giving 7 days' notice of intention to remove the Alternate to the Appointor.

4.5 Appointments and revocations in writing

The Appointor must appoint, and revoke the appointment of, any Alternate in writing. The appointment or revocation is not effective until a copy is provided to the Company.

5. POWERS OF THE BOARD

5.1 Powers generally

Except as otherwise required by the Act, any other applicable law, the Listing Rules or this document, the Board:

- (a) has power to manage the business of the Company; and
- (b) may exercise every right, power or capacity of the Company to the exclusion of the Company in general meeting and the members.

5.2 Group benefit

Notwithstanding any other provision of this Constitution or rule of law or equity to the contrary, in exercising any power or discretion conferred upon them, the Board must, while Stapling prevails, have regard to the interests of the THL Group as a whole and not only to the interests of the Company.

5.3 Exercise of powers

A power of the Board can be exercised only:

- (a) by resolution passed at a meeting of the Board or otherwise in accordance with rule 12; or
- (b) in accordance with a delegation of the power under rule 7 or 8.

6. EXECUTING NEGOTIABLE INSTRUMENTS AND ELECTRONIC TRANSFER OF FUNDS

- (a) The Board may decide the manner (including the use of facsimile signatures if thought appropriate) in which negotiable instruments can be executed, accepted or endorsed for and on behalf of the Company. The Company may execute, accept, or endorse negotiable instruments with the signature of:
 - (i) two Directors;
 - (ii) a Director and a Secretary; or
 - (iii) in such other manner that the Board decides.
- (b) The Board may also decide the manner in which any electronic transfer of funds can be authorised and made for and on behalf of the Company.

7. MANAGING DIRECTOR

7.1 Appointment and power of Managing Director

- (a) The Board may appoint a Managing Director either for a specified term or without specifying a term and on such other terms and conditions as the Board may determine. The remuneration of the Managing Director may consist of salary, bonuses, short term and long term incentives or any other elements but must not be a commission on or percentage of profits or operating revenue. Subject to this document, a Managing Director has all the duties, and can exercise all the powers and rights, of a Director.
- (b) The Board may delegate any of the powers of the Board to a Managing Director:
 - (i) on the terms and subject to any restrictions the Board decides; and
 - (ii) so as to be concurrent with, or to the exclusion of, the powers of the Board,and may revoke the delegation at any time.
- (c) This rule does not limit rule 8.

7.2 Retirement and removal of Managing Director

Subject to rule 7.3, a Managing Director is not:

- (a) subject to automatic retirement under rule 3.3; or
- (b) required to retire under rule 3.6,

but (subject to any contract between the Company and that Managing Director) is otherwise subject to the same rules regarding resignation, removal and retirement from office as the other Directors.

7.3 Termination of position of Managing Director

- (a) If the Managing Director ceases for any reason to be a Director, his or her appointment as Managing Director terminates (whether or not the appointment was expressed to be for a specified term) but without affecting his or her position as an employee of the Company.
- (b) A Managing Director's employment by the Company may only be terminated by the Company in accordance with the terms of any employment contract between the Company and the Managing Director or otherwise by law.

7.4 Executive Directors

- (a) The Board may appoint one or more persons to be an Executive Director either for a specified term or without specifying a term and on such other terms as conditions as the Board may determine. The remuneration of an Executive Director may consist of salary, bonuses or any other elements but must not be a commission on or percentage of profits or operating revenue. Subject to this document, an Executive Director has all the duties, and can exercise all the powers and rights, of a Director.
- (b) The Board may delegate any of the powers of the Board to an Executive Director:
 - (i) on the terms and subject to any restrictions the Board decides; and
 - (ii) so as to be concurrent with, or to the exclusion of, the powers of the Board, but
 - (iii) not inconsistent with any delegation of powers to the Managing Director and may revoke the delegation at any time.

8. DELEGATION OF BOARD POWERS

8.1 Power to delegate

The Board may delegate any of its powers to:

- (a) a committee of the Directors;
- (b) a Director;
- (c) an employee of the Company; or
- (d) any other person,

in accordance with the Act.

8.2 Power to revoke delegation

The Board may at any time revoke a delegation previously made whether or not the delegation is expressed to be for a specified period.

8.3 Terms of delegation

A delegation of powers under rule 8.1 may be made:

- (a) for a specified period or without specifying a period; and
- (b) on the terms (including power to further delegate) and subject to any restrictions the Board decides.

A document of delegation may contain the provisions for the protection and convenience of those who deal with the delegate that the Board thinks appropriate.

8.4 Proceedings of committees

Subject to the terms on which a power of the Board is delegated to a committee of Directors, the meetings and proceedings of committees are, to the greatest extent practical, governed by the rules in this document which regulate the meetings and proceedings of the Board.

9. DIRECTORS' DUTIES AND INTERESTS

9.1 Compliance with duties under the Act and general law

Each Director must comply with his or her duties under the Act and under the general law.

9.2 Director can hold other offices etc

A Director may:

- (a) be a director, officer, employee of or otherwise engaged by any corporation or partnership (other than that of the Company's auditor);
- (b) be a member of any corporation (including the Company) or partnership (other than the Company's auditor);
- (c) be a creditor of any corporation (including the Company) or partnership; or
- (d) enter into any agreement with the Company.

9.3 Disclosure of interests

Each Director must comply with the general law in respect of disclosure of conflicts of interest or duty and with the Act in respect of disclosure of material personal interests.

9.4 Director interested in a matter

Each Director must comply with the Act in relation to being present, and voting, at a Board meeting that considers a matter in which the Director has a material personal interest. Subject to the Act:

- (a) a Director may be counted in a quorum at a Board meeting that considers, and may vote on, any matter in relation to which that Director has a conflict of interest or duty;
- (b) the Company may proceed with any transaction in relation to which a Director has a conflict of interest or duty and the Director may participate in the execution of any relevant document by or on behalf of the Company;

- (c) the Director may retain any benefits accruing to the Director under the transaction; and
- (d) the Company cannot avoid the transaction merely because of the existence of the Director's conflict of interest or duty.

If the interest is required to be disclosed under the Act, rule 9.4(c) applies only if it is disclosed before the transaction is entered into.

9.5 **Effect of conflict of interest**

No act, transaction, agreement or resolution of the Company or the Board is invalid or voidable merely because a Director:

- (a) has a conflict of interest or duty;
- (b) fails to make a disclosure of a conflict of interest or duty; or
- (c) is present at, or counted in the quorum for, a Board meeting that considers or votes on that act, transaction, agreement or resolution.

9.6 **Obligation of secrecy**

Every Director and officer must keep the transactions and affairs of the Company and the state of its financial reports confidential unless required to disclose them:

- (a) in the course of duties as an officer of the Company;
- (b) by the Board or the Company in general meeting; or
- (c) by law or under the Listing Rules.

The Company may require a Director or officer to sign a confidentiality undertaking consistent with this rule 9.6.

10. **DIRECTORS' REMUNERATION**

10.1 **Remuneration of non-executive Directors**

The Directors (other than the Executive Directors and those who are Directors only because they are Alternates) are entitled to be paid, out of the funds of the Company, an amount of Directors' Remuneration which:

- (a) does not:
 - (i) in any year exceed in aggregate the amount last fixed by ordinary resolution; or
 - (ii) consist of a commission on or percentage of profits or operating revenue; and
- (b) is allocated among them as is decided by the Board.

If the Board decides to include non-cash benefits in the Director's Remuneration of a Director, the Board may decide the manner in which the value of those benefits is to be calculated for the purposes of this rule 10.1.

10.2 Additional remuneration for extra services

If a Director, at the request of the Board and for the purposes of the Company, performs extra services or makes special exertions (including going or living away from the Director's usual residential address), the Company may pay that Director a fixed sum set by the Board for doing so. Remuneration under this rule 10.2 may be either in addition to or in substitution for any remuneration to which that Director is entitled under rule 10.1 and must be included in the aggregate amount for the purposes of rule 10.1(a)(i).

10.3 Expenses of Directors

The Company may pay a Director (in addition to any remuneration) all reasonable expenses (including travel and accommodation expenses) incurred by the Director:

- (a) in attending meetings of the Company, the Board, or a committee of the Board;
- (b) on the business of the Company; or
- (c) in carrying out duties as a Director.

11. OFFICERS' INDEMNITY AND INSURANCE

11.1 Indemnity

Subject to and so far as permitted by the Act and any other applicable law:

- (a) the Company must, to the extent the person is not otherwise indemnified, indemnify every officer of the Company and its wholly owned subsidiaries and may indemnify its auditor against a Liability incurred as such an officer or auditor to a person (other than the Company or a related body corporate) including a Liability incurred as a result of appointment or nomination by the Company or a subsidiary as a trustee or as an officer of another corporation, unless the Liability arises out of conduct involving a lack of good faith; and
- (b) the Company may make a payment (whether by way of advance, loan or otherwise) in respect of legal costs incurred by an officer or employee or auditor in defending an action for a Liability incurred as such an officer, employee or auditor or in resisting or responding to actions taken by a government agency or a liquidator.

In this rule 11.1, **Liability** means a liability of any kind (whether actual or contingent and whether fixed or unascertained) and includes costs, damages and expenses, including costs and expenses incurred in connection with any investigation or inquiry by a government agency or a liquidator.

11.2 Insurance

Subject to the Act and any other applicable law, the Company may enter into, and pay premiums on, a contract of insurance in respect of any Director, officer, employee, consultant or other person engaged by the Company.

11.3 Former officers

The indemnity in favour of officers under rule 11.1 is a continuing indemnity. It applies in respect of all acts done by a person while an officer of the Company or any subsidiary even though the person is not an officer at the time the claim is made.

12. BOARD MEETINGS

12.1 Convening Board meetings

A Director may at any time, and a Secretary must on request from a Director, convene a Board meeting.

12.2 Notice of Board meeting

The convenor of each Board meeting:

- (a) must give reasonable notice of the meeting (and, if it is adjourned, of its resumption) individually to:
 - (i) each Director; and
 - (ii) each Alternate in respect of whom the Appointor has given notice under rule 4.2 requiring notice of Board meetings to be given to that Alternate; and
- (b) may give that notice orally (including by telephone) or in writing,

but failure to give notice to, or non-receipt of notice by, a Director does not result in a Board meeting being invalid.

12.3 Use of technology

A Board meeting may be held using any means of telephone, audio, audio-visual or other electronic communication by which each Director participating can hear and be heard by each other Director participating or using any other technology consented to by all the Directors in accordance with the Act. A Board meeting held solely or partly by technology is treated as held at the place at which the greatest number of the Directors present at the meeting is located or, if an equal number of Directors is located in each of two or more places, at the place where the chairman of the meeting is located. All provisions of the Act, other applicable law and this document relating to meetings of directors apply to a Board meeting held pursuant to this rule 12.3.

12.4 Chairing Board meetings

The Board may elect a Director to be chairman of Directors to chair its meetings and decide the period for which that Director holds that office. The Board may also appoint a deputy chairman. If there is no chairman of Directors or the chairman is not present within 10 minutes after the time for which a Board meeting is called or is unwilling to act, the deputy chairman or, failing him or her, a Director chosen by the Directors present, will chair the meeting.

12.5 Quorum

No business may be discussed or resolved at a Board meeting unless a quorum is present. Unless the Board decides otherwise, the quorum for a Board meeting is two Directors and a quorum must be present for the whole meeting. An Alternate who is also a Director or a person who is an Alternate for more than one Appointor may only be counted once toward a quorum. For the purposes of determining a quorum, a Director is treated as present at a meeting held by telephone, audio, audio-visual or other electronic communication if the Director is able to hear and be heard by each other Director attending.

12.6 Majority decisions

A resolution of the Board must be passed by a majority of the votes cast by Directors entitled to vote on the resolution. If an equal number of votes is cast for and against a resolution:

- (a) the chairman of the meeting has a second or casting vote unless:
 - (i) only two Directors are entitled to vote; or
 - (ii) the chairman of the meeting is not entitled to vote; and
- (b) if the chairman of the meeting does not have a second or casting vote under rule 12.6(a), the proposed resolution is taken not to have been approved.

12.7 Procedural rules

Subject to this document, the Board may make rules to govern, and regulate its meetings as it decides.

12.8 Written resolutions

If all the Directors entitled to receive notice of a Board meeting and to vote on the resolution sign a document containing a statement that they are in favour of the resolution set out in the document, a Board resolution in those terms is passed at the time when the last Director signs.

12.9 Additional provisions concerning written resolutions

For the purposes of rule 12.8:

- (a) two or more separate documents in identical terms, each of which is signed by one or more Directors, are treated as one document;
- (b) signature of a document by an Alternate is not required if the Appointor of that Alternate has signed the document;
- (c) signature of a document by the Appointor of an Alternate is not required if that Alternate has signed the document in that capacity; and
- (d) a fax transmission, email or other electronic message containing the text or terms of the document and showing it to have been signed or approved by a Director is a document signed by that Director.

12.10 Valid proceedings

Each resolution passed or thing done by, or with the participation of, a person acting as a Director or member of a committee of Directors is valid even if it is later discovered that:

- (a) there was a defect in the appointment of the person; or
- (b) the person was disqualified from continuing in office, voting on the resolution or doing the thing

13. MEETINGS OF MEMBERS

13.1 Annual general meeting

The Company must hold an annual general meeting as required by the Act.

13.2 **Calling meetings of members**

A meeting of members:

- (a) may be convened at any time by the Board or a Director; and
- (b) must be convened by the Board when required by the Act.

13.3 **Notice of meeting**

Subject to rule 13.7, at least 28 days' written notice of a meeting of members must be given individually to:

- (a) each member (whether or not the member is entitled to vote at the meeting);
- (b) each Director (other than an Alternate); and
- (c) the auditor.

The notice of meeting must comply with the requirements of the Act, the Listing Rules and the general law for a notice of meeting of members of a company .

A notice of meeting of members may be given personally, by post, fax transmission, email or other electronic message (other than by telephone) or in any other manner permitted by the Act.

13.4 **Business transacted shall be stated in notice of meeting**

No business may be transacted at any general meeting unless the general nature of that business is stated in the notice convening the meeting or is one of the following matters that need not be stated:

- (a) the declaration of a dividend; or
- (b) the consideration of accounts and the reports of the Directors and auditors.

13.5 **Postponement or cancellation**

Subject to the Act, the Board may:

- (a) postpone a meeting of members;
- (b) cancel a meeting of members; or
- (c) change the place for a general meeting,

by written notice given to ASX.

13.6 **Notice of resumed meeting**

If a meeting of members is postponed or adjourned for one month or more, the Company must give new notice of the resumed meeting.

13.7 **Notice to joint holders**

If a share is held jointly, the Company need only give notice of a meeting of members (or of its postponement, adjournment or cancellation) to the joint holder who is named first in the Register.

13.8 Technology

The Company may hold a meeting of members at two or more venues using audio visual or any other technology that gives the members as a whole a reasonable opportunity to participate in the meeting and allows each member present and entitled to vote the ability to vote on any resolution.

13.9 Accidental omission

The failure to give notice to, or the non-receipt of notice by, any of those entitled to it does not invalidate any resolution passed at a meeting of members.

13.10 Class meetings

Rules 13 to 17 apply to a separate meeting of a class of members as far as they are capable of application and modified as necessary.

13.11 Stapling

While Stapling applies, the auditor of THT may attend and speak at any general meeting.

14. PROCEEDINGS AT MEETINGS OF MEMBERS

14.1 Member present at meeting

If a member has appointed a proxy or attorney or (in the case of a member which is a body corporate) a corporate representative to act at a meeting of members, that member is taken to be present at a meeting at which the proxy, attorney or corporate representative is present.

14.2 Quorum

No business may be discussed or resolved at a meeting of members unless a quorum is present. The quorum for a meeting of members is three members present in person, by proxy, by attorney or corporate representative, where each individual present may only be counted once toward a quorum. If a member has appointed more than one proxy or corporate representative only one of them may be counted toward a quorum.

14.3 Quorum not present

If a quorum is not present within 30 minutes after the time for which a meeting of members is called:

- (a) if called as a result of a request of members under the Act, the meeting is dissolved; and
- (b) in any other case:
 - (i) the meeting is adjourned to the day, time and place that the Board decides and notifies members, or if no decision is notified before then, to the same day in the next week at the same time at the same place; and
 - (ii) if a quorum is not present at the adjourned meeting, the meeting is dissolved.

14.4 Decisions at meetings of members

Except for a special resolution (or other resolution which is not an ordinary resolution of members) a resolution of members must be passed by a majority of the votes cast by members entitled to vote on the resolution.

14.5 Chairing meetings of members

The chairman of Directors, or failing him or her the deputy chairman of Directors, may act as chairman of meetings of members. If there is:

- (a) no chairman or deputy chairman of Directors; or
- (b) the chairman or deputy chairman of Directors is unavailable or unwilling to act within 15 minutes after the time for which the meeting of members is called

then the Directors present or, failing that, the members present must elect a member or Director present to chair the meeting.

The person acting as chairman of a meeting of members may, where he or she considers it necessary or appropriate to do so, vacate the chair in favour of another person nominated by him or her for the duration of discussion on any item of business at the meeting and resume the chair following the relevant item of business.

14.6 Attendance at meetings of members

Subject to rules 14.7 and 14.9:

- (a) every member has the right to attend all meetings of members whether or not entitled to vote;
- (b) every Director has the right to attend and speak at all meetings of members whether or not a member; and
- (c) the auditor has the right to attend any meeting of members and to speak on any part of the business of the meeting which concerns the auditor in the capacity of auditor.

14.7 Members rights suspended while call unpaid

If a call on a share is due and unpaid, the holding of that share does not entitle the member to be present, speak or vote at, or be counted in the quorum for, a meeting of members.

14.8 Chairman's powers at meetings of members

- (a) Subject to the terms of this constitution dealing with adjournment of meetings, the ruling of the chairman on all matters relating to the order of business, procedure and conduct of the general meeting is final and no motion of dissent from a ruling of the chairman may be accepted.
- (b) A person may be refused admission to, or required to leave and not return to, a meeting:
 - (i) if the person refuses to permit examination of any article in the person's possession;
 - (ii) (i) if the person is in possession of any electronic or recording device, placard or banner or other article which the chair considers to be dangerous, offensive or liable to cause disruption to the meeting; or

- (iii) if the chairman of a meeting of members considers that it is necessary or desirable for the proper and orderly conduct of the meeting.
- (c) The chairman of a meeting may invite a person who is not a member to attend and to speak at the meeting.
- (d) Subject to rule 13.8, if the chairman considers that there are too many persons present at a meeting to fit into the venue where the meeting is to be held, the chairman may nominate a separate meeting place using audio visual or any other technology that gives the members as a whole a reasonable opportunity to participate in the meeting and allows each member present and entitled to vote the ability to vote on any resolution.
- (e) The chairman's rights under this rule 14.8 are exclusive to the chairman and nothing in this rule limits the powers conferred on the chairman by the general law.

14.9 Admission to meetings of members

The chairman of a meeting of members may take any action the chairman considers appropriate for the safety of persons attending the meeting and the orderly conduct of the meeting and may refuse admission to, or require to leave and remain out of, the meeting any person who:

- (a) possesses a pictorial-recording or sound-recording device;
- (b) possesses a placard or banner;
- (c) possesses an article considered by the chairman to be dangerous, offensive or likely to cause disruption;
- (d) refuses to produce or to permit examination of any article, or the contents of any article, in the person's possession;
- (e) behaves or threatens to behave in a dangerous, offensive or disruptive way; or
- (f) is not entitled to receive notice of the meeting.

The chairman may delegate the powers conferred by this rule 14.9 to any person.

14.10 Adjournment

Subject to rule 13.6, the chairman of a meeting of members at which a quorum is present:

- (a) may, at any time; and
 - (b) must, if directed by ordinary resolution of the meeting,
- adjourn it to another day, time and place.

14.11 Business at adjourned meetings

The only business that may be transacted at a meeting resumed after an adjournment is the business left unfinished immediately before the adjournment.

14.12 Joint meetings

While Stapling applies, meetings of members may be held in conjunction with meetings of Unitholders and, unless the Act requires otherwise, the Directors may make such rules of the conduct of such meetings as the Directors determine.

15. PROXIES, ATTORNEYS AND REPRESENTATIVES

15.1 Appointment of proxies

A member may appoint not more than two proxies to attend and act for the member at a meeting of members. An appointment of proxy must be made by written notice to the Company that:

- (a) complies with the Act; or
- (b) is in a form and mode, and is signed or otherwise authenticated by the member in a manner, satisfactory to the Board.

If a member appoints two proxies and the appointment does not specify the proportion or number of the member's votes each proxy may exercise, each proxy may exercise half of those votes.

15.2 Where proxy is incomplete

No instrument appointing a proxy will be treated as invalid by reason only that it: (a)

- (a) does not contain the address of the Appointor;
- (b) does not contain the address of a proxy;
- (c) is not dated; or
- (d) does not contain in relation to any or all resolutions, an indication of the manner in which the proxy is to vote.

In any case where the instrument does not contain the name of a proxy, the instrument will not for that reason be invalid and will be deemed to be given in favour of the chairman of the meeting.

15.3 Member's attorney

A member may appoint an attorney to act, or to appoint a proxy to act, at a meeting of members. If the Appointor is an individual, the power of attorney must be signed in the presence of at least one witness.

15.4 Deposit of proxy appointment forms, powers of attorney and proxy appointment authorities

An appointment of a proxy or an attorney is not effective for a particular meeting of members unless the instrument effecting the appointment and, if it is an appointment of proxy which is executed or otherwise authenticated by the Appointor's attorney, a document referred to in rule 15.5(a) is received by the Company in accordance with the Act:

- (a) at least 48 hours before the time for which the meeting was called; or
- (b) if the meeting has been adjourned, at least 48 hours before the resumption of the meeting.

For the purposes of this rule 15.4, if the instrument appointing the proxy (and document referred to in rule 15.5(a) (if applicable)) is sent by email or other electronic message, it will be taken to be effective if it is electronically received by the Company by the time specified in this rule 15.4.

15.5 Evidence of proxy appointment forms, powers of attorney and other appointments

The Board may require evidence of:

- (a) in the case of a proxy appointment form executed or otherwise authenticated by an attorney, the relevant power of attorney or other authority under which the appointment was authenticated or a certified copy of it;
- (b) in the case of an attorney, the power of attorney or a certified copy of it;
- (c) in the case of a corporate representative of a member or a proxy, the appointment of the representative in accordance with the Act; or
- (d) in the case of any appointment under this rule 15 which is transmitted to the Company electronically, the identity of the person who transmitted the message containing the appointment.

15.6 Corporate representatives

A member that is a body corporate may appoint an individual to act as its representative at meetings of members as permitted by the Act.

15.7 Appointment for particular meeting, standing appointment and revocation

A member may appoint a proxy, attorney or corporate representative to act at a particular meeting of members or make a standing appointment and may revoke any appointment. A proxy, attorney or corporate representative may, but need not, be a member.

15.8 Position of proxy or attorney if member present

The appointment of a proxy or attorney is not revoked by the member attending and taking part in the general meeting, but if the member votes on a resolution, the proxy or attorney is not entitled to vote, and must not vote, as the member's proxy or attorney on the resolution.

15.9 Priority of conflicting appointments of attorney or corporate representative

If more than one attorney or corporate representative appointed by a member is present at a meeting of members and the Company has not received notice of revocation of any of the appointments:

- (a) an attorney or corporate representative appointed to act at that particular meeting may act to the exclusion of an attorney or corporate representative appointed under a standing appointment; and
- (b) subject to rule 15.9(a), an attorney or corporate representative appointed under a more recent appointment may act to the exclusion of an attorney or corporate representative appointed earlier in time.

15.10 More than two current proxy appointments

An appointment of proxy by a member is revoked (or, in the case of a standing appointment, suspended for that particular meeting) if the Company receives a further appointment of proxy from that member which would result in there being more than two proxies of that member entitled to act at a meeting. The appointment of proxy made first in time is the first to be treated as revoked or suspended by this rule 15.10.

15.11 Continuing authority

An act done at a meeting of members by a proxy, attorney or corporate representative is valid even if, before the act is done, the appointing member:

- (a) dies or becomes mentally incapacitated;
- (b) becomes bankrupt or an insolvent under administration or is wound up;
- (c) revokes the appointment or revokes the authority under which the appointment was made by a third party; or
- (d) transfers the share to which the appointment relates,

unless the Company has received written notice of the matter before the start or resumption of the meeting at which the vote is cast.

16. ENTITLEMENT TO VOTE

16.1 Voting qualification time

- (a) Except as stated below, in this constitution the voting qualification time in relation to a general meeting means:
 - (i) 48 hours before the time for commencement of the meeting (or such other time required by the ASX Settlement Rules); or
 - (ii) if the convener of the meeting has determined a specified time under the Act before notice of the meeting was given, the Register as it stood at that time.
- (b) For the purpose of determining voting entitlements at a general meeting, the convener of a meeting may determine that all the issued voting Shares in the Company at a specified time before the meeting are to be regarded as held at the time of the meeting by the persons who held them at the specified time.
- (c) A determination of a specified time before the meeting must be made before notice of the meeting is given.
- (d) The specified time must be not more than 48 hours before the meeting.

16.2 Number of votes

Subject to the Act, rules 14.7, 15, 16.5, 16.6 and 16.7 and the terms on which shares are issued:

- (a) on a show of hands:
 - (i) if a member has appointed two proxies, both of those proxies may vote the proportion or number of the member's votes each respective proxy holds;
 - (ii) a member who is present and entitled to vote and is also a proxy, attorney or corporate representative of another member has one vote; and
 - (iii) subject to paragraphs (a)(i) and (a)(ii), every individual present who is a member, or a proxy, attorney or corporate representative of a member, entitled to vote has one vote; and

- (b) on a poll every member entitled to vote who is present in person or by proxy, attorney or corporate representative:
- (i) has one vote for every fully paid share held; and
 - (ii) subject to paragraph (c), in respect of each partly paid share held, a fraction of one vote equal to the fraction:

$\frac{AP}{NV}$ where:

AP is the amount paid on the partly paid share, excluding amounts credited or paid in advance of a call; and

NV is the total amount paid or payable (excluding amounts credited) on that share; and

- (c) unless:
- (i) permitted under the Listing Rules; and
 - (ii) otherwise provided in the terms on which shares are issued,
- in calculating the fraction of a vote which the holder of a partly paid share has, the Company must not count an amount:
- (iii) paid in advance of a call; or
 - (iv) credited on a partly paid share without payment in money or money's worth being made to the Company.

16.3 Voting rights where calls unpaid

A member is not entitled to vote or to be counted in a quorum at a general meeting unless all calls or other sums presently payable by the member in respect of shares have been paid.

16.4 Casting vote of chairman

If an equal number of votes is cast for and against a resolution at a meeting of members:

- (a) if the chairman of the meeting is not (or if the chairman were a member would not be) entitled to vote, then the resolution is not passed; and
- (b) otherwise, the chairman has a casting vote whether or not the chairman is a member.

16.5 Votes of joint holders

If there are joint holders of a share, any one of them may vote at a meeting of members, in person or by proxy, attorney or corporate representative, as if that holder were the sole owner of the share. If more than one of the joint holders of a share (including, for the purposes of this rule 16, joint legal personal representatives of a dead member) are present at a meeting of members, in person or by proxy, attorney or corporate representative, and tender a vote in respect of the share, the Company may only count the vote cast by, or on behalf of, the most senior joint holder who tenders a vote. For this purpose, seniority depends on the order in which the names of the joint holders are listed in the Register.

16.6 **Votes of transmitters and guardians**

Subject to the Act, if the Board is satisfied at least 48 hours before the time fixed for a meeting of members, that a person:

- (a) is entitled to the transmission of a share under rule 33; or
- (b) has power to manage a member's property under a law relating to the management of property of the mentally incapable,

that person may vote as if registered as the holder of the share and the Company must not count the vote (if any) of the actual registered holder.

16.7 **Voting restrictions**

If:

- (a) the Act or the Listing Rules require that some members are not to vote on a resolution, or that votes cast by some members be disregarded, in order for the resolution to have an intended effect; and
- (b) the notice of the meeting at which the resolution is proposed states that fact,

those members have no right to vote on that resolution and the Company must not count any votes purported to be cast by those members. If a proxy purports to vote in a way or in circumstances that contravene the Act, on a show of hands the vote of the proxy is invalid and the Company must not count it and on a poll rule 17.4(c) applies.

16.8 **Decision on right to vote**

A member or Director may challenge a person's right to vote at a meeting of members. A challenge may only be made at the meeting. A challenge, or any other doubt as to the validity of a vote, must be decided by the chairman of the meeting, whose decision is final.

17. **HOW VOTING IS CARRIED OUT**

17.1 **Method of voting**

A resolution put to the vote at a meeting of members must be decided on a show of hands unless a poll is demanded under rule 17.3 either before or on declaration of the result of the vote on a show of hands. Unless a poll is demanded, the chairman's declaration of a decision on a show of hands is final.

17.2 **Direct and electronic voting**

The Directors may determine, in respect of a meeting of members, that each member entitled to vote, may vote in person, by proxy or attorney or corporate representative or alternatively may vote by post, fax transmission, email or other electronic message (other than by telephone) or in any other manner permitted by law.

If the Directors determine to permit voting pursuant to this rule 17.2, the Directors must notify members of the procedures and rules which apply to that voting not later than the date on which notice of the meeting is given to members. Those procedures and rules may prescribe the permitted form of voting and how and when a vote is taken to be valid for the purposes of the meeting of members.

17.3 Demand for a poll

A poll may be demanded on any resolution (except a resolution concerning the election of the chairman of a meeting) by:

- (a) the chairman;
- (b) at least five members entitled to vote on the resolution; or
- (c) members entitled to cast at least 5% of the votes that may be cast on the resolution on a poll.

The demand for a poll does not affect the continuation of the meeting for the transaction of other business and may be withdrawn.

17.4 When and how polls must be taken

If a poll is demanded:

- (a) if the resolution is for the adjournment of the meeting, the poll must be taken immediately and, subject to rule 17.4(c), in the manner that the chairman of the meeting directs;
- (b) in all other cases, the poll must be taken at the time and place and, subject to rule 17.4(c), in the manner that the chairman of the meeting directs;
- (c) votes which the Act requires to be cast in a given way must be treated as cast in that way;
- (d) a person voting who has the right to cast two or more votes need not cast all those votes and may cast those votes in different ways; and
- (e) the result of the poll is the result of voting on the relevant resolution at the meeting.

18. SECRETARY

18.1 Appointment of Secretary

The Board:

- (a) must appoint at least one individual; and
- (b) may appoint more than one individual,

to be a Secretary either for a specified term or without specifying a term.

18.2 Terms and conditions of office

A Secretary holds office on the terms (including as to remuneration) that the Board decides. The Board may vary any decision previously made by it in respect of a Secretary.

18.3 Cessation of Secretary's appointment

A person automatically ceases to be a Secretary if the person:

- (a) is not permitted by the Act (or an order made under the Act) to be a secretary of a company;

- (b) becomes disqualified from managing corporations under the Act and is not given permission or leave to manage the Company under the Act;
- (c) becomes of unsound mind or physically or mentally incapable of performing the functions of that office;
- (d) resigns by notice in writing to the Company; or
- (e) is removed from office under rule 18.4.

18.4 **Removal from office**

The Board may remove a Secretary from that office whether or not the appointment was expressed to be for a specified term.

19. **MINUTES**

19.1 **Minutes must be kept**

The Board must cause minutes of the following to be kept in accordance with the Act:

- (a) proceedings and resolutions of meetings of the Company's members; and
- (b) proceedings and resolutions of Board meetings (including meetings of a committee to which Board powers are delegated under rule 8) including the names of Directors present at each Board meeting or committee meeting;

The Board must also record resolutions passed by Directors without a meeting.

19.2 **Minutes as evidence**

A minute recorded and signed in accordance with the Act is prima facie evidence of the proceeding, resolution or declaration to which it relates unless the contrary is proved.

19.3 **Inspection of minute books**

The Company must allow members to inspect, and provide copies of, the minute books for the meetings of members in accordance with the Act.

20. **COMPANY SEALS**

20.1 **Common seal**

The Board:

- (a) may decide whether or not the Company has a common seal; and
- (b) is responsible for the safe custody of that seal (if any) and any duplicate seal it decides to adopt under the Act.

20.2 **Use of seals**

The common seal and duplicate seal (if any) may only be used with the authority of the Board. The Board must not authorise the use of a seal that does not comply with the Act.

20.3 **Fixing seals to documents**

The fixing of the common seal, or any duplicate seal, to a document must be witnessed by:

- (a) two Directors;
- (b) a Director and a Secretary; or
- (c) any other signatories or in any other way (including the use of facsimile signatures) authorised by the Board.

20.4 Execution of documents without use of the Company's common seal

The Company may also execute a document without using its common seal if the document is signed by:

- (a) two Directors;
- (b) a Director and a Secretary; or
- (c) any other signatories or in any other way (including the use of facsimile signatures) authorised by the Board.

21. ACCOUNTS

While the Company or one of its Controlled Entities is the holder or the mortgagor of all of the Voting Units and Stapling prevails the Company may consolidate the accounts of THT for reporting purposes to the extent permitted by law.

22. FINANCIAL REPORTS AND AUDIT

22.1 Company must keep financial records

The Board must cause the Company to keep written financial records that:

- (a) correctly record and explain its transactions (including transactions undertaken as trustee) and financial position and performance; and
 - (b) would enable true and fair financial statements to be prepared and audited,
- and must allow a Director and the auditor to inspect those records at all reasonable times.

22.2 Financial reporting

The Board must cause the Company to prepare a financial report and a directors' report that comply with the Act and must report to members in accordance with the Act.

22.3 Audit

The Board must cause the Company's financial report for each financial year to be audited and obtain an auditor's report in accordance with the Act.

22.4 Conclusive reports

Audited financial reports laid before the Company in general meeting are conclusive except as regards errors notified to the Company within three months after the relevant general meeting. If the Company receives notice of an error within that period, it must immediately correct the report and the report as corrected is then conclusive.

22.5 Inspection of financial records and books

Subject to rule 19.3 and unless otherwise required by the Act, a member who is not a Director does not have any right to inspect any document of the Company except as authorised by the Board.

23. SHARES

23.1 Issue at discretion of Board

- (a) Subject to the Act, rule 23.7 and the terms of the THT Constitution, the Board may, on behalf of the Company, issue, grant options over or otherwise dispose of unissued shares to any person on the terms, with the rights, and at the times that the Board decides, so long as Stapling prevails.
- (b) Shares may be issued, subject to the terms of the THT Constitution so long as the Stapling prevails, at any price and at times determined by the Board.

23.2 Issue of shares while Stapling prevails

Notwithstanding rule 23.1, while Stapling prevails:

- (a) the Company must not issue shares to any person unless contemporaneously the Responsible Entity issues an identical number of Non-Voting Units to the same person which are then Stapled;
- (b) the Company must not issue partly paid shares to any person unless contemporaneously the Responsible Entity issues an identical number of Partly Paid Units to the same person and such partly paid shares confer identical rights and give rise to identical obligations (so far as practicable and relevant) as attach to the applicable Partly Paid Units which are then Stapled;
- (c) the amount paid on a partly paid share shall be proportional to the contribution paid in relation to the Partly Paid Units so that the amount paid up in respect of issue price of the partly paid shares and the Partly Paid Units are at all times paid up to the same proportional amount; and
- (d) for the purpose of this rule 23.2 the words “shares” and “Non-Voting Units” include an option to acquire shares or Non-Voting Units or to acquire securities with the right of conversion to shares or Non-Voting Units as the case may be.

23.3 Special rights

Subject to the requirements of this Constitution whilst Stapling prevails, shares may be issued with those preferred, deferred or other special rights or with those restrictions, whether with regard to dividend, voting, return of capital or otherwise as the Board determines.

23.4 Effect of allotment on class rights

The rights conferred on the holders of the shares of a class allotted with preferred rights are to be treated as varied by the allotment of further shares by the Company ranking equally with them or by the conversion of existing shares to rank equally or in priority to them.

23.5 Trusts over shares

- (a) Except as required by law, no person is to be recognised by the Company as holding a share on trust.
- (b) Except as provided by this Constitution or the law, the Company may recognise only an absolute right to the entirety of a share in the registered holder and, regardless of it having notice of any other interest or right, the Company is not bound by, or compelled in any way to recognise, any equitable, contingent, future, partial or other right or interest in a share or unit of a share.

23.6 Preference and redeemable preference shares

The Company may issue preference shares (including redeemable preference shares that are liable to be redeemed). The rights attached to preference shares must be approved by special resolution of the Company.

23.7 Restrictions on issue

The Company must not issue shares or grant options if the issue or grant would result in a breach of the Listing Rules.

23.8 Brokerage and commissions

The Company may pay brokerage or commissions to a person in respect of that person or another person agreeing to take up shares in the Company in accordance with the applicable law.

23.9 Surrender of shares

The Board may accept a surrender of shares:

- (a) to determine a question as to whether those shares have been validly issued; or
- (b) if surrender is otherwise within the Company's powers.

The Company may sell or reissue surrendered shares in the same way as forfeited shares.

24. VARIATION OF CLASS RIGHTS

24.1 Form of approval

If the Company issues different classes of shares, or divides issued shares into different classes, the rights attached to shares in any class may (subject to the Act) be varied or cancelled only:

- (a) with the written consent of the holders of at least 75% of the issued shares of the affected class; or
- (b) by special resolution passed at a separate meeting of the holders of the issued shares of the affected class.

Subject to the terms of issue of shares, the rights attached to a class of shares are not treated as varied by the issue of further shares of that class.

24.2 Separate general meeting

The provisions of this Constitution relating to general meetings, with all necessary changes required by the context of this rule 24.2, apply to every separate general meeting except that:

- (a) two members represented in any manner permitted at general meetings who together hold one-third of the issued shares of the class, or the only member holding shares in the class, is a quorum; and
- (b) any person qualified to be counted in a quorum may demand a poll.

24.3 Effect of Stapling

The rights attaching to any share or class of share may not be varied if such variation would directly or indirectly result in a share no longer being Stapled to a Non-Voting Unit.

25. UNCERTIFICATED HOLDINGS

25.1 Uncertificated holdings

Unless the Company is required by the Listing Rules, the ASX Settlement Rules or other applicable law to issue a certificate for particular securities, the Company:

- (a) must not issue a certificate for those shares; and
- (b) may cancel a certificate for those shares without issuing another certificate.

26. STAPLING AND JOINT QUOTATION

26.1 Stapling

- (a) Each share is Stapled to a Non-Voting Unit to form a Stapled Security and each Stapled Security must be registered in the Joint Register.
- (b) Notwithstanding anything in this Constitution to the contrary, the shares must remain Stapled to the Non-Voting Units for so long as the Company or a Controlled Entity of the Company is the registered holder or mortgagor of all Voting Units.
- (c) The Board shall neither do any act, matter or thing nor refrain from doing any act, matter or thing if to do so or refrain from doing so, as the case may be, would directly or indirectly result in any Stapled share no longer being Stapled to a Non-Voting Unit.
- (d) For so long as the Units are divided into Voting Units and Non-Voting Units, then where the Listing Rules or the Act requires the prior approval of Unitholders at a duly convened meeting of Unitholders before the Responsible Entity may do any act, matter or thing, or which requires the Responsible Entity to do any act, matter or thing upon a resolution of Unitholders, the holder of the Voting Units may not itself nor through any of its Controlled Entities exercise the right to vote attaching to the Voting Units other than in accordance with a resolution passed at a general meeting of the members with the same majority as would have been required if the general meeting were a meeting of Unitholders.
- (e) For so long as the Units are divided into Voting Units and Non-Voting Units, this rule 26.1 may not be amended, modified nor abrogated without the approval of the holder or holders of all of the Voting Units.

26.2 Joint quotation

The Board must use every reasonable endeavour to cause and procure that Stapled Securities are quoted on the Official List of ASX and are quoted as one joint security.

27. REGISTER

27.1 Joint holders

- (a) The Board may from time to time determine the maximum number of joint holders, being not more than 3, whose names may be recorded in the Register. Until a determination is made, the maximum number is 3.
- (b) If the Register names two or more joint holders of a share, the Company must treat the person named first in the Register in respect of that share as the sole owner of it for all purposes (including the giving of notice) except in relation to:
 - (i) the right to vote (to which rule 16.5 applies);
 - (ii) the power to give directions as to payment of, or a receipt for, dividends (to which rules 30.9 and 30.10 apply);
 - (iii) liability for instalments or calls (which, subject to the Act, is joint and several);
 - (iv) sale of Unmarketable Parcels under rule 34; and
 - (v) transfer.

27.2 Rights and obligations of Joint holders

If several persons are jointly entitled to a Share:

- (a) In the absence of an express direction from those persons to the contrary, the Company may enter the names of those persons as members in the Register in the order in which their names appear on the application for shares or the instrument of transfer or the notice of death or bankruptcy given to the Company to establish those persons' entitlement to the Share.
- (b) It is a sufficient discharge of any of the Company's obligations to those persons if the Company discharges that obligation in relation to the first named holder of the Share in the Register.
- (c) Any one of those persons may give effectual receipts for any dividend or return of capital payable to those persons.
- (d) Those persons are jointly and severally liable to pay all calls, interest and other amounts in respect of the Share.

27.3 Joint Register

While Stapling prevails, the Board must maintain a Joint Register of members and Unitholders which shall record the name of the holder of the share and the Non-Voting Unit to which the share is Stapled and otherwise in accordance with the Act, the Listing Rules and the THT Constitution.

27.4 Non-beneficial holders

Subject to the Act, unless otherwise ordered by a court of competent jurisdiction or required by applicable law, the Company:

- (a) may treat the registered holder of any share as the absolute owner of that share; and
- (b) need not recognise any equitable or other claim to or interest in a share by any person except a registered holder.

28. PARTLY PAID SHARES

28.1 Fixed instalments

If a share is issued on terms that some or all of the issue price is payable by instalments, the registered holder of the share must pay every instalment to the Company when due. If, having been given notice of the instalment in accordance with rule 28.4, the registered holder does not pay it when due, rules 28.7 to 28.16 apply as if the registered holder had failed to pay a call.

28.2 Prepayment of calls

The Board may:

- (a) accept prepayment of some or all of the amount unpaid on a share above the sums actually called as a payment in advance of calls;
- (b) agree to payment by the Company of interest at a rate no higher than the Interest Rate on that part of the advance payment which for the time being exceeds the aggregate amount of the calls then made on the shares in respect of which it was paid; and
- (c) unless otherwise agreed between the member and the Company, repay the sum or part of it.

28.3 Calls made by Board

Subject to the terms of issue of a share and to any special resolution passed under the Act in relation to calls, the Board may:

- (a) make calls on a member for some or all of the money unpaid on a share held by that member;
- (b) make a call payable by instalments; and
- (c) revoke or postpone a call before the due date for payment.

28.4 Notice of call

The Company must give a member on whom a call has been made or from whom an instalment is due, written notice of the call or instalment:

- (a) within the time limits; and
- (b) in the form,

required by the Listing Rules.

28.5 Classes of shares

The Board may issue shares on terms as to the amount of calls to be paid and the time for payment of those calls which are different as between the holders of those shares. The Board may make different calls on different classes of shares.

28.6 Obligation to pay calls

Subject to the Act, a member subject to a call must pay the amount of the call to the payee named in the notice of call no later than the time specified in the notice. Joint holders of a share are jointly and severally liable for calls.

28.7 Called Amounts

If a call is not paid on or before the day specified for payment, the Board may require the member liable for the call to pay:

- (a) interest on the amount of the call at the Interest Rate from that day until payment is made; and
- (b) all costs and expenses incurred by the Company because payment was not made on that day.

28.8 Proof of call

If on the hearing of an action for recovery of a Called Amount it is proved that:

- (a) the minute books of the Company record the Board's resolution making the call;
- (b) notice of the call was given under rules 28.4 and 38.1; and
- (c) the person sued appears in the Register as a holder of the share in respect of which the call was made,

proof of those matters is conclusive proof of the debt.

28.9 Forfeiture notice

At any time until a Called Amount is paid, the Board may give the relevant member a notice which:

- (a) requires the member to pay the Called Amount;
- (b) states the Called Amount at the date of the notice;
- (c) specifies how to calculate the Called Amount when payment is made;
- (d) specifies a date at least 14 days after the date of the notice by which and a place at which payment must be made; and
- (e) states that if payment is not made at that place on or before that date, the share to which the call relates is liable to be forfeited.

28.10 Forfeiture

If the requirements of a notice given under rule 28.9 are not satisfied, the Board may forfeit the share in respect of which that notice was given together with the attached Non-Voting Units (and all dividends, interest and other money payable in respect of that share and not actually paid before the forfeiture) by resolution passed before the Called Amount is paid.

28.11 Disposal and re-issue of forfeited shares

A share forfeited under rule 28.10 together with the attached Non-Voting Units immediately becomes the property of the Company. Subject to the Listing Rules, the Board, on behalf of the Company, may:

- (a) re-issue the share with or without any money paid on it by any former holder credited as paid; or
- (b) sell or otherwise dispose of the share, and effect or execute and register a transfer of it,

to the person, and on the terms, it decides.

28.12 Notice of forfeiture

The Company must promptly:

- (a) give notice of the forfeiture of a share to the member who held the share immediately before the resolution for forfeiture was passed; and
- (b) enter the forfeiture and its date in the Register.

A written declaration that a share was forfeited on a specified date and notice of forfeiture was given in accordance with this document signed by a Director or Secretary is, in the absence of proof to the contrary, evidence of those facts and of the Company's right to dispose of the share.

28.13 Cancellation of forfeiture

The Board may cancel the forfeiture of a share on any terms at any time before it disposes of that share under rule 28.11. A forfeiture of a share may only be cancelled if, simultaneously, the forfeiture of any Non-Voting Units is cancelled.

28.14 Effect of forfeiture

A person who held a share which has been forfeited under rule 28.10, ceases to be a member in respect of that share and ceases to be a Unitholder of THT in respect of any attached Non-Voting Units and loses all entitlements to dividends and other distributions on the shares and the Non-Voting Units, but remains liable to pay the Called Amount until it is paid in full. The Board may elect not to enforce payment of an amount due to the Company under this rule.

28.15 Application of proceeds

The Company must:

- (a) apply the net proceeds of any re-issue, sale or disposal of a forfeited share (and, to the extent permitted by the THT Constitution, also the consideration payable in respect of any forfeited Non-Voting Units) under rule 28.11 (after payment of all costs and expenses) to satisfy the Called Amount; and
- (b) subject to the terms of issue of the share, pay any surplus to the person who held the share and Non-Voting Units immediately before forfeiture.

28.16 Title of new holder

The title of the new holder of a forfeited share and forfeited Non-Voting Unit is not affected by any irregularity in the forfeiture or the re-issue, sale or disposal. The sole remedy of any

person previously interested in the share is damages which may be recovered only from the Company. The new holder is not liable for the Called Amount.

28.17 **Mortgage of uncalled capital**

If the Company grants a mortgage or charge over uncalled capital, the Board may delegate the power to make calls to:

- (a) the person in whose favour the mortgage or charge is granted; or
- (b) a trustee or agent for that person,

on the terms (including power to further delegate) and subject to any restrictions the Board decides. If the Board does so, a call made in accordance with the delegation is treated as made by the Board.

This rule does not limit rule 8.

28.18 **Effect of Stapling**

While Stapling prevails, any transfer of a share consequent upon a sale pursuant to this rule 28 may only be effected if there is a simultaneous transfer of the Non-Voting Unit to which it is Stapled to the same transferee.

28.19 **Terms of issue for existing partly paid shares**

The existing 40,000,000 partly paid shares in the Company are governed by the terms of issue as set out in the schedule to this constitution.

29. **COMPANY LIENS**

29.1 **Existence of liens**

Unless the terms of issue provide otherwise, the Company has a first and paramount lien on each share which is not fully paid for:

- (a) all money called or payable at a fixed time in respect of that share (including money payable under rule 28.7) that is due but unpaid; and
- (b) amounts paid by the Company for which the Company is indemnified under rule 29.4.

The lien extends to all dividends payable in respect of the share and to proceeds of sale of the share.

29.2 **Sale under lien**

If:

- (a) the Company has a lien on a share;
- (b) an amount secured by the lien is due and payable;
- (c) the Company has given notice to the member registered as the holder of the share:
 - (i) requiring payment of the amount which is due and payable and secured by the lien;

- (ii) stating the amount due and payable at the date of the notice;
 - (iii) specifying how to calculate the amount due when payment is made; and
 - (iv) specifying a date (at least 10 business days after the date of the notice) by which and a place at which payment of that amount must be made; and
- (d) the requirements of the notice given under paragraph (c) are not fulfilled,

the Company may sell the share and an equal amount of Non-Voting Units as if it had been forfeited under rule 28.10. Rules 28.11, 28.15 and 28.16 apply, to the extent practical and modified as necessary, as if the Called Amount in respect of that share were the aggregate of the amount referred to in paragraph (b) and the costs and expenses incurred by the Company because that amount was not paid when due.

29.3 **Protection of lien**

The Company may do anything necessary or desirable under the ASX Settlement Rules to protect a lien or other interest in shares to which it is entitled by law or under this document.

29.4 **Indemnity for payments required to be made by the Company**

If the law of any jurisdiction imposes or purports to impose any immediate, future or possible liability on the Company, or empowers or purports to empower any person to require the Company to make any payment, on account of a member or referable to a share held by that member (whether alone or jointly) or a dividend or other amount payable in respect of a share held by that member, the Company:

- (a) is fully indemnified by that member from that liability;
- (b) may recover as a debt due from the member the amount of that liability together with interest at the Interest Rate from the date of payment by the Company to the date of repayment by the member; and
- (c) subject to rule 32.6, may refuse to register a transfer of any share by that member until the debt has been paid to the Company.

Nothing in this document in any way prejudices or affects any right or remedy which the Company has (including any right of set off) and, as between the Company and the member, any such right or remedy is enforceable by the Company.

29.5 **Effect of Stapling**

While Stapling prevails any transfer of a share consequent upon a sale pursuant to this clause may only be effected if there is a simultaneous transfer of the Non-Voting Unit to which it is Stapled to the same transferee.

30. **DIVIDENDS**

30.1 **Distribution of profits and accumulation of reserves**

The Board may:

- (a) set aside out of profits of the Company reserves to be applied, in the Board's discretion, for any purpose it decides and use any sum so set aside in the business of the Company or invest it in investments selected by the Board and vary and deal with those investments as it decides; or

- (b) carry forward any amount out of profits which the Board decides not to distribute without transferring that amount to a reserve; or
- (c) do both.

30.2 Dividends

Subject to the Act, rules 30.3 and 30.11, and the terms of issue of the relevant shares, the Board may resolve to pay any dividend it thinks appropriate (whether interim, final or otherwise) and fix a record date for determining the entitlement to the dividend and the date for payment. The Company does not incur a debt merely by fixing the amount or time for payment of a dividend. A debt arises only when the time fixed for payment arrives. The decision to pay a dividend may be revoked by the Board at any time before then.

30.3 Amount of dividend

Subject to the terms of issue of the relevant shares, the Company may pay a dividend on one class of shares to the exclusion of another class. Subject to rule 30.4, each share of a class on which the Board resolves to pay a dividend carries the right to participate in the dividend in the same proportion that the amount for the time being paid on the share bears to the total issue price of the share.

30.4 Prepayments and payments during dividend period

For the purposes of rule 30.3:

- (a) an amount paid in advance of calls is not taken into account as part of the amount for the time being paid on a share; if an amount was paid on a share during the period to which a dividend relates, the Board may resolve that only the proportion of that amount which is the same as the proportion which the period from the date of payment to the end of the period to which the dividend relates bears to the total period to which the dividend relates, counts as part of the amount for the time being paid on the share; and
- (b) an amount credited on a partly paid share without payment in money or money's worth being made to the Company is not taken into account as a part of the amount for the time being paid on a share.

30.5 Amounts due by member

The Board may deduct from any dividend payable to a member all sums of money, if any, presently payable by the member to the Company on account of calls or otherwise in relation to Shares in the Company.

30.6 Dividends in kind

- (a) The Board may resolve to pay a dividend (either generally or to specific members) in cash or satisfy it by distribution of specific assets (including shares or securities of any other corporation), the issue of shares or the grant of options. If the Board satisfies a dividend by distribution of specific assets, the Board may:
 - (i) fix the value of any asset distributed;
 - (ii) make cash payments to members on the basis of the value fixed so as to adjust the rights of members between themselves; and
 - (iii) vest an asset in trustees.

30.7 Payment of dividend by way of securities in another corporation

Where the Company satisfies a dividend by way of distribution of specific assets, being shares or other securities in another corporation, each member is taken to have agreed to become a member of that corporation and to have agreed to be bound by the constitution of that corporation. Each member also appoints each Director and each Secretary their agent and attorney to:

- (a) agree to the member becoming a member of that corporation;
- (b) agree to the member being bound by the constitution of that corporation; and
- (c) execute any transfer of shares or other securities, or other document required to give effect to the distribution of shares or other securities, to that member.

30.8 Source of dividends

Subject to the Act and the Listing Rules, the Board may resolve to pay a dividend to some members from a particular source and pay the same dividend to other members entitled to it from another source.

30.9 Method of payment of dividends

The Board may determine the method of payment of a dividend (or other amount in respect of a share) to a member entitled to that payment including the following:

- (a) by crediting an account nominated to the Company by the member (by electronic transfer of funds); or
- (b) any other method which the Board decides.

The Board may determine that the methods of payment apply to all or some members, as it sees fit.

If a payment is to be made under paragraph (a) of this rule 30.9 and the crediting of the account is unable to be made for any reason, the Company may satisfy its obligation to pay the dividend by payment in accordance with paragraph (b) of this rule 30.9.

Where a dividend is to be paid in kind, the Company may distribute assets by sending the certificates or other evidence of title to a member by post to the address of the member in the Register (or in the case of a jointly held share, the address of the joint holder named first in the Register).

30.10 Joint holders' receipt

Any one of the joint holders of a share may give an effective receipt for any dividend, interest or other money payable in relation to that share.

30.11 Retention of dividends by Company

The Company may retain the dividend payable on a share:

- (a) of which a person seeks to be registered as the holder under rule 33.2 or 33.3, until that person is registered as the holder of that share or transfers it; or
- (b) on which the Company has a lien, to satisfy the liabilities in respect of which the lien exists.

30.12 No interest on dividends

No member may claim, and the Company must not pay, interest on a dividend (either in money or kind).

31. SHARE PLANS

31.1 Implementing share plans

The Board may, adopt and implement any of the following plans on such terms as it thinks appropriate:

- (a) a dividend reinvestment plan under which any dividend or other cash payment in respect of a share or other security may, at the election of the person entitled to it, be:
 - (i) retained by the Company and applied in payment for fully paid shares in the Company and Non-Voting Units in accordance with rule 31.3 and the rules of the applicable plan; and
 - (ii) treated as having been paid to the person entitled and simultaneously repaid by that person to the Company to be held by it and applied in accordance with the plan;
- (b) any other plan under which members or security holders may elect that dividends or other cash payments in respect of shares or other securities:
 - (i) be satisfied by the issue of shares or other securities of the Company or a related body corporate, or that issues of shares or other securities of the Company or a related body corporate be made in place of dividends or other cash payments;
 - (ii) be paid out of a particular reserve or source; or
 - (iii) be forgone in consideration of another form of distribution from the Company, another body corporate or a trust; or
- (c) a plan under which shares or other securities of the Company or a related body corporate may be issued or otherwise provided for the benefit of Directors or employees of the Company or any of its related bodies corporate.

31.2 Board's powers and varying, suspending or terminating share plans

The Board:

- (a) has all powers necessary or desirable to implement and carry out a plan referred to in rule 31.1 (including a plan approved by members); and
- (b) may:
 - (i) vary the rules governing; or
 - (ii) suspend, terminate or reinstate the operation of,

a plan referred to in rule 31.1 (including a plan approved by members) as it thinks appropriate.

31.3 Effect of Stapling

While Stapling prevails, the following provisions apply –

- (a) While Stapling prevails, the Board may not resolve to give members an election to participate in a proposed dividend reinvestment plan unless it is a term of such election that members can only apply the forgone dividend to pay the subscription price for an identical number of fully paid shares and Non-Voting Units in the same manner as contemplated in the THT Constitution.
- (b) If a member elects to reinvest cash dividends paid by the Company in the manner contemplated by this rule, then a proportion of the dividends shall be applied in satisfaction of the issue price of Non-Voting Units and the remaining proportion shall be applied in satisfaction of the issue price of the same number of shares; and
- (c) The issue price of a Non-Voting Unit referred to in this rule shall be calculated in accordance with clause 4.6 of the THT Constitution where, for the purpose of the formula set out in that rule, “JMP” represents the Discounted Joint Market Price. The issue price of the applicable share shall be the difference between the Unit issue price and the Discounted Joint Market Price used to calculate the Unit Price.

32. TRANSFER OF SHARES

32.1 Modes of transfer

Subject to this document, a member may transfer a share by any means permitted by the Act or by other applicable law. The Company must not charge any fee on transfer of a share.

32.2 Effect of Stapling

While Stapling prevails and notwithstanding any other provision of this Constitution:

- (a) an instrument of transfer shall be for a Stapled Security only;
- (b) any other form of transfer shall be for a Stapled Security only;
- (c) no transfer shall be registered unless it is a transfer of a Stapled Security; and
- (d) any provision in this Constitution which contemplates the transfer of a share shall be deemed to be a reference to the transfer of a Stapled Security.

32.3 Market obligations

The Company:

- (a) may do anything permitted by the Act, the Listing Rules or the ASX Settlement Rules that the Board thinks necessary or desirable in connection with the Company taking part in a computerised or electronic system established or recognised by the Act, the Listing Rules or the ASX Settlement Rules for the purposes of facilitating dealings in shares; and
- (b) must comply with obligations imposed on it by the Listing Rules or the ASX Settlement Rules in relation to transfers of shares.

32.4 Delivery of transfer and certificate

Except in the case of a transfer under the ASX Settlement Rules, a document of transfer must be:

- (a) delivered to the registered office of the Company or the address of the Register last notified to members by the Company; and
- (b) accompanied by such documents as the Directors may reasonably require to prove the transferor's title or right to the shares and the transferee's right to be registered as the owner of the shares.

Property in and title to a document of transfer that is delivered to the Company (but not the shares to which it relates) pass to the Company on delivery.

32.5 Refusal to register transfer

The Board:

- (a) may refuse to register a transfer of shares only if that refusal would not contravene any applicable law;
- (b) without limiting rule 32.5(a), but subject to the Act, the Listing Rules and the ASX Settlement Rules, may refuse to register a transfer of shares where the registration of the transfer would create a new holding of an Unmarketable Parcel;
- (c) subject to the Act, must not register a transfer to a subsidiary of the Company;
- (d) must not register a transfer if the Act, the Listing Rules, the ASX Settlement Rules or other applicable law forbid registration; and
- (e) where Stapling prevails, must not register a transfer if the instrument of transfer does not comply with rule 32.2.

If the Board refuses to register a transfer, the Company must give the lodging party notice of the refusal and the reasons for it within five business days after the date on which the transfer was delivered to it.

32.6 Transferor remains holder until transfer registered

The transferor of a share remains the holder of it:

- (a) if the transfer is under the ASX Settlement Rules, until the time those rules specify that the transfer takes effect; and
- (b) otherwise, until the transfer is registered and the name of the transferee is entered in the Register as the holder of the share.

32.7 Powers of attorney

The Company may assume, as against a member, that a power of attorney granted by that member that is lodged with or produced or exhibited to the Company remains in force, and may rely on it, until the Company receives express notice in writing at its registered office of:

- (a) the revocation of the power of attorney; or
- (b) the death, dissolution or insolvency of the member.

33. TRANSMISSION OF SHARES

33.1 Death of joint holder

The Company must recognise only the surviving joint holder(s) as being entitled to shares registered jointly in the names of a deceased member and others. The estate of the deceased joint holder is not released from any liability in respect of the shares.

33.2 Death of single holder

The Company must not recognise anyone except the legal personal representative of the deceased member as having any title to shares registered in the sole name of a deceased member. If the personal representative gives the Board information that satisfies the Board of the representative's entitlement to be registered as holder of the shares:

- (a) subject to rules 32.5 and 33.4, the Company must register the personal representative as the holder of the shares as soon as practical after receipt of a written and signed notice to the Company from the representative requiring it to do so; and
- (b) whether or not registered as the holder of the shares, the personal representative:
 - (i) may, subject to rule 32, transfer the shares to another person; and
 - (ii) has the same rights as the deceased member.

33.3 Transmission of shares on insolvency or mental incapacity

Subject to applicable bankruptcy laws, if a person entitled to shares because of the insolvency or mental incapacity of a member gives the Board the information it reasonably requires to establish the person's entitlement to be registered as holder of the shares:

- (a) subject to rules 32.5 and 33.4, the Company must register that person as the holder of the shares as soon as practical after receipt of a written and signed notice to the Company from that person requiring it to do so; and
- (b) whether or not registered as the holder of the shares, that person:
 - (i) may, subject to rule 32, transfer the shares to another person; and
 - (ii) has the same rights as the insolvent or mentally incapable member.

33.4 Other transmittee rights and obligations

A person registered as a member as a result of a transmission of shares on insolvency or mental incapacity, must indemnify the Company and the Board to the extent of any loss or damage suffered by the Company or the Board as a result of that registration.

33.5 Refusal to register holder

The Company has the same right to refuse to register a personal representative or person entitled to shares on the insolvency or mental incapacity of a member as it would have if that person were the transferee named in a transfer signed by a living, solvent, competent member.

33.6 Effect of Stapling

While Stapling prevails any transfer of a share consequent upon a transfer pursuant to this rule 33 may only be effected if there is a simultaneous transfer of the Non-Voting Unit to which it is Stapled to the same transferee.

34. UNMARKETABLE PARCELS

34.1 Board power of sale

The Board may sell a share that is part of an Unmarketable Parcel if it does so in accordance with this rule 34.1. The Board's power to sell lapses if a takeover (as defined in the Listing Rules) is announced after the Board gives a notice under rule 34.2 and before the Board enters into an agreement to sell the share.

34.2 Notice of proposed sale

Once in any 12 month period, the Board may determine that it will give written notice to a member who holds an Unmarketable Parcel. If it does so, the notice must:

- (a) state that it intends to sell the Unmarketable Parcel; and
- (b) specify a date at least six weeks (or any lesser period permitted under the Act or the Listing Rules) after the notice is given by which the member may give the Company written notice that the member wishes to retain the holding.

If the Board's power to sell lapses under rule 34.1, any notice given by the Board under this rule 34 is taken never to have been given and the Board may give a new notice after the close of the offers made under the takeover.

34.3 No sale where member gives notice

The Company must not sell an Unmarketable Parcel if, in response to a notice given by the Company under this rule 34, the Company receives a written notice that the member wants to keep the Unmarketable Parcel.

34.4 Terms of sale

A sale of shares under this rule 34 includes all dividends payable on and other rights attaching to them. The Company must pay the costs of the sale. Otherwise, the Board may decide the manner, time and terms of sale.

34.5 Share transfers

For the purpose of giving effect to this rule 34, each Director and each Secretary has power to initiate, execute or otherwise effect a transfer of a share as agent for a member who holds an Unmarketable Parcel.

34.6 Application of proceeds

The Company must:

- (a) deduct any Called Amount in respect of the shares sold under this rule 34 from the proceeds of sale and pay the balance into a separate bank account it opens and maintains for the purpose only;
- (b) hold that balance in trust for the previous holder of the shares (**Divested Member**);
- (c) as soon as practical give written notice to the Divested Member stating:
 - (i) what the balance is; and
 - (ii) that it is holding the balance for the Divested Member while awaiting the Divested Member's instructions and return of the certificate (if any) for the shares sold or evidence of its loss or destruction;

- (d) if the shares sold were certificated, not pay the proceeds of sale out of the trust account until it has received the certificate for them or evidence of its loss or destruction; and
- (e) subject to paragraph (d), deal with the amount in the account as the Divested Member instructs.

34.7 **Protections for transferee**

The title of the new holder of a share sold under this rule 34 is not affected by any irregularity in the sale. The sole remedy of any person previously interested in the share is damages which may be recovered only from the Company.

34.8 **Effect of Stapling**

While Stapling applies, no sale or transfer under this rule 34 may occur unless, at the same time as shares are sold and transferred, an identical number of Non-Voting Units are sold and transferred.

35. **ALTERATION OF SHARE CAPITAL**

35.1 **Capitalisation of profits**

- (a) The Company by resolution may capitalise profits, reserves or other amounts available for distribution to members. Subject to the terms of issue of shares and rule 35.4, members are entitled to participate in a capital distribution in the same proportions in which they are entitled to participate in dividends.
- (b) The Board may resolve to apply any amount capitalised under this rule 35 in any way permitted by applicable law, including the following:
 - (i) in paying up in full any unissued shares or other securities of the Company (at the issue price determined by the Board);
 - (ii) in paying up any amount unpaid on issued shares;
 - (iii) partly in accordance with paragraph (i) of this rule 35.1 and partly in accordance with paragraph (ii) of this rule 35.1.
- (c) The Board may fix a record date for determining the entitlement to the capitalised amount and take all such other steps necessary to give effect to the Board's resolution.

35.2 **Adjustment of capitalised amounts**

The Board may settle any difficulty that arises in regard to a capitalisation of profits as it thinks appropriate and necessary to adjust the rights of members among themselves including:

- (a) fix the value of specific assets;
- (b) make cash payments to members on the basis of the value fixed for assets or in place of fractional entitlements so as to adjust the rights of members between themselves;
- (c) disregard fractional entitlements; and
- (d) vest cash or specific assets in trustees.

35.3 Conversion of shares

Subject to the Act, the Listing Rules and rules 23.3 and 24, the Company may convert:

- (a) an ordinary share into a preference share;
- (b) a preference share into an ordinary share; or
- (c) all or any of its shares into a larger or smaller number of shares by ordinary resolution.

35.4 Adjustments on conversion

The Board may do anything it thinks appropriate and necessary to give effect to a resolution converting shares including, if a member becomes notionally entitled to a fraction of a share as a result of the conversion:

- (a) make a cash payment to the member or disregard fractional entitlements so as to adjust the rights of members between themselves;
- (b) vest fractional entitlements in a trustee to be dealt with as determined by the Board; or
- (c) round up fractional entitlements to the nearest whole share by capitalising an amount under rule 35.1 even though not all members participate in the capitalisation.

35.5 Reduction of capital

Subject to the Listing Rules and the Act, the Company may reduce its share capital in any way permitted by applicable law including by:

- (a) reduction of capital; and
- (b) buying back shares.

35.6 Payments in kind

Where the Company reduces its share capital in accordance with the Act, it may do so by way of payment of cash, distribution of specific assets (including shares or other securities in another corporation), or in any other manner permitted by law. If the reduction is by distribution of specific assets, the Board may:

- (a) fix the value of any assets distributed;
 - (i) make cash payments to members on the basis of the value fixed so as to adjust the rights of members between themselves; and
 - (ii) vest an asset in trustees.

35.7 Payment in kind by way of securities in another corporation

Where the Company reduces its share capital by way of distribution of specific assets, being shares or other securities in another corporation, each member is taken to have agreed to become a member of that corporation and to have agreed to be bound by the constitution of that corporation. Each member also appoints each Director and each Secretary their agent and attorney to:

- (a) agree to the member becoming a member of that corporation;
- (b) agree to the member being bound by the constitution of that corporation; and

- (c) execute any transfer of shares or other securities, or other document required to give effect to the distribution of shares or other securities to that member.

35.8 **Effect of Stapling**

Notwithstanding this rule 35, while Stapling prevails:

- (a) the Company shall only consolidate or subdivide its share capital if the Responsible Entity contemporaneously implements a proportional consolidation or subdivision of the Non-Voting Units;
- (b) the Company may only reduce its share capital if the Responsible Entity contemporaneously implements a proportional redemption of the Non-Voting Units;
- (c) must not buy back any share in itself unless contemporaneously, a buy-back or redemption of the applicable Non-Voting Unit is made by the Responsible Entity; and
- (d) the provisions of rule 31.3 apply to this rule, all necessary changes made.

36. **CURRENCY FOR PAYMENTS**

36.1 **Board may decide currency**

The Board may pay:

- (a) dividends;
- (b) other amounts payable to members (including repayments of capital and distributions of capitalised amounts); or
- (c) remuneration of Directors or other officers,

in the currency of a country other than Australia.

37. **WINDING UP**

37.1 **Entitlement of members**

Subject to the terms of issue of shares and this rule 37, the surplus assets of the Company remaining after payment of its debts are divisible among the members in proportion to the number of fully paid shares held by them.

37.2 **Distribution of assets generally**

If the Company is wound up, the liquidator may, with the sanction of a special resolution:

- (a) divide the assets of the Company among the members in kind;
- (b) fix the value of assets and decide how the division is to be carried out as between the members and different classes of members; and
- (c) vest assets of the Company in trustees in such trusts for the benefit of the members as the liquidator thinks appropriate.

37.3 No distribution of liabilities

The liquidator cannot compel a member to accept marketable securities in respect of which there is a liability as part of a distribution of assets of the Company.

37.4 Distribution not in accordance with legal rights

If the liquidator decides on a division or vesting of assets of the Company under rule 37.2 which does not accord with the legal rights of the contributories, any contributory who would be prejudiced by it may dissent and has ancillary rights as if that decision were a special resolution passed under the Act.

38. NOTICES

38.1 Notices by Company

A notice is properly given by the Company to a person if:

- (a) in writing signed on behalf of the Company (by original or printed signature);
- (b) addressed to the person to whom it is to be given; and
- (c) either:
 - (i) delivered personally;
 - (ii) sent by prepaid mail (by airmail, if the addressee is overseas) to that person's address;
 - (iii) sent by fax to the fax number (if any) nominated by that person; or
 - (iv) sent by email or other electronic message to the electronic address (if any) nominated by that person.

38.2 Overseas members

A member whose registered address is not in Australia may notify the Company in writing of an address in Australia to which notices may be sent.

38.3 When notice is given

A notice to a person by the Company is regarded as given and received:

- (a) if it is delivered personally:
 - (i) by 5.00 pm (local time in the place of receipt) on a business day - on that day; or
 - (ii) after 5.00 pm (local time in the place of receipt) on a business day, or on a day that is not a business day - on the next business day;
- (b) if it is sent by fax, email or other electronic message - on the business day after it is sent; and
- (c) if it is sent by mail - on the business day after posting.

A certificate in writing signed by a Director or Secretary stating that a notice was sent is conclusive evidence of service.

38.4 Notice to joint holders

Notice to joint holders of shares must be given to the joint member named first in the Register.

38.5 Notice to earlier holders

Every person who becomes entitled to a share is bound by every notice in respect of that share that was properly given to a person registered as the holder of the share before the transfer or transmission of the share was entered in the Register.

38.6 Counting days

If a specified period must pass after a notice is given before an action may be taken, neither the day on which the notice is given nor the day on which the action is to be taken may be counted in determining the period.

38.7 Notices to "lost" members

If:

- (a) on two or more consecutive occasions a notice served on a member in accordance with this rule 38 is returned unclaimed or with an indication that the member is not known at the address to which it was sent; or
- (b) the Board believes on other reasonable grounds that a member is not at the address shown in the Register or notified to the Company under rule 38.2,

the Company may either in addition to giving notice under rule 38.1 or in place of such notice, give effective notice to that member by exhibiting the notice at the Company's registered office for at least 48 hours.

This rule 38.7 ceases to apply if the member gives the Company notice of a new address.

39. UNCLAIMED MONEY

In accordance with applicable law, where an amount paid or payable under rule 30 is unclaimed, the Directors may invest or otherwise deal with that amount for the benefit of the Company until claimed.

SCHEDULE

Terms of issue for existing partly paid shares

1.1 Terms of issue

The Company may issue partly paid shares on such terms and conditions as set out in this constitution.

1.2 Calls

Each holder of a **partly paid share** will be liable to pay the amount of a call in accordance with terms of issue of the **share**.

1.3 Interest on late payments of calls

If any call is not paid on or before the date payment is due, the holder of such partly paid shares must pay interest on the amount not paid (such interest to accrue for the benefit of the Company) from the date payment was due to the time of actual payment, at such rate as is from time to time determined by the Company.

1.4 Non-receipt of notice of call

The non-receipt of a notice required to be given in respect of any call, or the accidental omission to give such a notice of a call, to any member will not invalidate the call.

1.5 Deductions for unpaid calls

If all or part of a call is not paid on or before the date appointed for payment, then until such time as the call is paid, the Company may deduct or set off such unpaid amount (together with interest accrued and all costs and expenses incurred by the Company by reason of the non-payment) from any distribution or other amount payable to the relevant member, including on a winding up of the Company.

1.6 Forfeiture of shares

If a call is not paid on or before the date payment is due, the Company may in its discretion at any time after this date but before the payment of the amount equal to the amount of the call plus interest accrued on the payment plus the costs and expenses incurred by the Company by reason of non-payment, cause the shares in respect of which any such amount is payable, to be forfeited with effect from a date determined by the Company. Such forfeiture will include forfeiture of all distributions, and other moneys payable to and entitlements of the member in respect of the forfeited shares and not paid prior to the date determined for forfeiture.

1.7 Entry on Register

Where any share has been forfeited in accordance with this clause, an entry of the forfeiture and the date of forfeiture must be made in the Register.

1.8 Disposal of forfeited shares

Where permitted by applicable law or by a Relief, a forfeited share may be sold by the Company at any price.

1.9 Cancellation of forfeiture

The Company may, at any time before a forfeited share is sold, cancel the forfeiture of the shares on such terms and conditions as the Company determines.

1.10 Member remains liable

Any member whose shares have been forfeited will cease to be a member in respect of the forfeited shares but shall notwithstanding such forfeiture remain liable to pay to the Company the total amount not paid and all other moneys payable in accordance with the provisions of this clause.

1.11 Transfer of forfeited shares

The Company may, on any sale of a forfeited share, receive the proceeds of the sale and effect in the name of the member whose share has been forfeited, a transfer in favour of the transferee of the share. Upon effecting the transfer, the transferee will be registered as the holder of the share and the transferee's title to the share will not be affected by any irregularity or invalidity in connection with the forfeiture or sale of the share.

1.12 Company's Lien

The Company will have a first and paramount lien upon every share for amounts not paid and other moneys payable to the Company by the member in respect of a share and such lien shall extend to all distributions and other moneys from time to time payable in respect of that share.

1.13 Sale of shares to enforce lien

The Company may sell the shares to enforce the lien in the same manner as if the shares had been forfeited.

1.14 Proceeds of Sale

The net proceeds of any sale of forfeited shares or the sale of shares to enforce a lien must be applied:

- (a) Firstly, in payment of all costs in relation to the enforcement of the lien or the forfeiture (as the case may be) and the sale.
- (b) Secondly, in satisfaction of the amount of the unpaid calls and any payable interest on the unpaid calls.
- (c) Thirdly, if any proceeds remain they must be paid to the person registered as the member in respect of the shares immediately prior to the sale.

1.15 Issue of partly paid shares while Stapling prevails

Notwithstanding anything contained herein, while Stapling prevails:

- (a) The Company shall not issue partly paid shares unless contemporaneously the Company issues an identical number of partly paid Non-Voting Units to the same person and such partly paid shares give rise to identical obligations in relation to the payment of the unpaid balance of the issue price as attach to the applicable partly paid Non-Voting Units which are then stapled.

- (b) The amount paid on a partly paid shares shall be proportional to the contribution paid up in respect of both the par value and any premium payable on the partly paid Non-Voting Units so that the partly paid shares and partly paid Non-Voting Units are at all times paid up to the same proportional amount which are then stapled.
- (c) For the purpose of this clause the words “shares” and “Non-Voting Units” shall include an option to acquire a share or Non-Voting Unit or to acquire a security with the right of conversion to a share or Non-Voting Unit as the case may be.
- (d) While Stapling prevails, the Company and the Company shall ensure that all amounts to be contributed in respect of partly paid Non-Voting Units and shares are for such amounts as will ensure that they are paid up to the same proportional amount.

1.16 40,000,000 partly paid shares in issue to the Partly Paid member

- 1.16.1 40,000,000 partly paid shares in the Company are on issue and registered in the name of the Partly Paid member, having been issued at an issue price of 27 cents per share each paid to 0.27 of a cent.
- 1.16.2 The Company is entitled to call for an amount equal to any or all of the unpaid balance owing on any or all of these shares on giving three months prior notice in writing to the Partly Paid member so as to expire at any time before 11 June 2019.
- 1.16.3 Unless paid or called beforehand in accordance with this clause, the Partly Paid member must pay the remaining unpaid issue price of the shares on 11 June 2019.
- 1.16.4 Should any calls or other amounts in respect of any of the 40,000,000 partly paid shares not be in accordance with this constitution, then:
 - (a) the partly paid shares may be forfeited by the Company and become the property of the Company and may be sold or otherwise disposed of by the Company for the benefit of the Company as it sees fit in accordance with this clause; and
 - (b) notwithstanding anything else in this constitution, the Partly Paid member remains liable to pay the balance remaining unpaid on the partly paid shares despite any forfeiture or sale.