

**Constitution of Arana Therapeutics Limited
ACN 002 951 877**

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Arana Therapeutics Limited, ACN 002 951 877

Constitution

1. Preliminary

1.1 Definitions and interpretation

Schedule 1 applies and forms part of this Constitution.

1.2 Nature of the Company

The Company is a public company limited by shares.

1.3 Replaceable rules

The replaceable rules in the *Corporations Act* do not apply to the Company.

1.4 Listing Rules

While the Company is on the official list of ASX, the following rules apply:

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

2. Shares

2.1 Issue of Shares and options

- (a) Subject to the Applicable Law and any rights and restrictions attached to a class of Shares, the Company may:
 - (i) allot and issue unissued Shares; and
 - (ii) grant options over unissued Shares,on any terms, at any time and for any consideration, as the Directors resolve.
- (b) The powers of the Company under Rule 2.1(a) may only be exercised by the Directors.

2.2 Variation of classes and class rights

- (a) Subject to the *Corporations Act* and the terms of issue of Shares in a particular class, the Company may:
- (i) vary or cancel rights attached to Shares in that class; or
 - (ii) convert Shares from one class to another,
- by a special resolution of the Company and:
- (iii) a special resolution passed at a meeting of the Members holding Shares in that class; or
 - (iv) the written consent of Members who are entitled to at least 75% of the votes that may be cast in respect of Shares in that class.
- (b) The provisions in this Constitution concerning meetings of Members (with the necessary changes) apply to a meeting held under Rule 2.2(a)(iii).

2.3 Converting shares

The Company may by ordinary resolution passed at a general meeting convert all or any of its Shares into a larger or smaller number of Shares.

2.4 Reductions of capital and buy-backs

- (a) Subject to the Applicable Law, the Company may:
- (i) reduce its share capital; and
 - (ii) buy-back Shares in itself,
- on any terms and at any time.
- (b) The method of distribution of a reduction of the share capital of the Company may include any or all of the payment of cash, the issue of shares or other securities, the grant of options and the transfer of assets.
- (c) If a distribution of a reduction of the share capital of the Company includes an issue or transfer of shares in a body corporate, each Member:
- (i) agrees to become a member of that body corporate; and
 - (ii) in the case of transfer, appoints the Company and each Director as its agent to execute an instrument of transfer or other document required to transfer those shares to that Member.

2.5 Unmarketable parcels of Shares

Schedule 4 applies and forms part of this Constitution.

2.6 Registered holder is absolute owner

Except as required by law, the ASTC Settlement Rules or this Constitution, the Company is not required to recognise any interest in, or right in respect of, a Share except an absolute right of legal ownership of the Member registered as the holder of that Share.

2.7 Certificates

- (a) If the Company participates in a computerised or electronic share transfer system conducted in accordance with the Listing Rules, the Company is not required to issue a Certificate for the Shares held by a Member and may cancel a Certificate without issuing another Certificate where the non issue of a Certificate is permitted by the Listing Rules or the Operating Rules. The Board may determine to issue a Certificate in respect of any Shares, to cancel any Certificate and to replace any Certificate that is worn out, defaced, stolen, lost or destroyed.
- (b) If Shares are not subject to a computerised or electronic share transfer system, a Certificate for the Shares must be issued in accordance with the provisions of the Corporations Act, this Constitution and the Listing Rules.
- (c) Each Certificate must set out:
 - (i) the name of the Company and the fact that it is registered under the Corporations Act;
 - (ii) the class of the Shares; and
 - (iii) the amount (if any) unpaid on the Shares.
- (d) Where the Company has determined not to issue Certificates or to cancel existing Certificates, a Member will have the right to receive such statements of holdings as are required to be distributed to a Member under the Corporations Act, the Listing Rules or the Operating Rules.

2.8 Joint holders of Shares

- (a) Subject to the Corporations Act, the Company will not register more than three people as joint holder of any Share.
- (b) Where two or more persons are registered as the joint holders of a Share:
 - (i) each Certificate must set out the name of all joint holders;
 - (ii) if the Company is required by the Corporations Act or the Listing Rules to issue a Certificate in respect of a Share, the Company must issue one Certificate and must give notice to the joint holder whose name appears first in the Register; and
 - (iii) delivery of a Certificate for the Share to any one of the joint holders of the Share is delivery to all the joint holders.

2.9 Convertible redeemable preference shares

- (a) **Issue**

The Directors shall have the power from time to time to issue Redeemable Shares which are redeemable in accordance with the Applicable Law and the Directors may, subject to the Applicable Law, exercise such power on such terms and in such manner as may be provided by this Constitution.
- (b) **Rights, privileges and conditions**

The Redeemable Shares shall confer upon the holders thereof the following rights, privileges and conditions:

- (i) the right to a fixed cumulative preferential dividend at such rate per Redeemable Share per annum as the Directors may determine, such dividend to be paid in priority to any dividend on any other class of Shares and such dividend shall be deemed to accrue from day to day and computed from the date of issue and to be paid and calculated half yearly on 31 March and 30 September each year;
- (ii) the right on a winding up or upon any reduction of capital involving repayment of the capital paid up on shares to received:
 - A. firstly, all arrears of dividend calculated at the date of payment;
 - B. secondly, repayment of the capital paid or agreed to be considered as paid on the Redeemable Shares,
 in priority to any repayment of capital on any other class of Shares;
- (iii) a right to receive all audited accounts and reports as are sent to holders of ordinary shares;
- (iv) the right prior to the redemption date fixed by the Directors at any time and from time to time ("**Redemption Date**"), to convert any one or more of the Redeemable Shares held by it into such number of ordinary shares as is appropriate having regard to any reconstructions in the capital of the Company on giving to the Company at least 7 days prior notice in writing of the date when it is intended such conversion is to occur ("**Conversion Date**") together with the certificates in respect of the relevant Redeemable Shares and specifying the particular Redeemable Shares that are to be converted, and provided such notice has been given in the manner aforesaid, the Redeemable Shares specified in such notice shall be converted into that number of ordinary shares as is hereinbefore provided on the conversion date specified in such notice;
- (v) the right to participate in any new offer of Shares or other securities of the Company made to ordinary shareholders of the Company as if the holder had converted its Redeemable Shares in accordance with this Rule 2.9 immediately prior to such offer being made; and
- (vi) except as provided by the provisions as to redemption, no further right to participate in the profits or assets of the Company;

(c) **Redemption**

- (i) Subject to paragraph (c)(iii) of this Rule 2.9, those Redeemable Shares shall be redeemable by the Company on the Redemption date in accordance with the Applicable Law.
- (ii) The Company shall advise all the holders of Redeemable Shares at least 30 days before the Redemption Date of the fact that the Redeemable Shares are redeemable on the Redemption Date and request the return of the Certificates in respect of the Redeemable Shares on or before the Redemption Date.
- (iii) On the Redemption Date, provided the Company has received a Certificate(s) in respect of the Redeemable Shares, or thereafter on receipt of such Certificate(s) and the Company has not received a conversion notice referred to in paragraph (b)(iv) of this Rule 2.9 from a

holder of Redeemable Shares, the Redeemable Shares shall be redeemed by the Company by forwarding a cheque for the redemption money payable thereon to each holder of the Redeemable Shares pursuant to paragraph (c)(iv) below.

- (iv) There shall be paid on each Redeemable Share redeemed the total amount initially paid on the Redeemable Shares.
- (v) Dividends shall cease to accrue on Redeemable Shares following the Redemption Date relating to those Shares.
- (vi) The Company shall not be entitled to re-issue any Redeemable Shares redeemed under the foregoing provisions of this Rule.

(d) **Limitations on further issue of shares**

The Directors shall not without the previous consent in writing of the holders of not less than three-quarters of the Redeemable Shares on issue or the sanction of a special resolution passed at a meeting of the holders of Redeemable Shares:

- (i) create or issue any further Shares ranking in priority to the Redeemable Shares;
- (ii) create or issue any further Shares, other than Redeemable Shares, ranking *pari passu* with the Redeemable Shares; or
- (iii) affect, alter, modify, vary, deal with or abrogate, either directly or indirectly, the rights and privileges or the exercise or enjoyment of the rights and privileges of the holders of the Redeemable Shares.

2.10 Options

Subject to any special rights previously conferred on the holders of any existing Shares or any Applicable Law, the Directors may grant to any person an option over Shares for the time and for the consideration that they think fit.

3. Calls, company payments, forfeiture and liens

Schedule 2 applies and forms part of this Constitution.

4. Transfer of shares

4.1 Electronic Transfer Systems

The Company may do any act, matter or thing permitted under the Applicable Law to facilitate involvement by the Company in any system provided under the Applicable Law for the transfer of marketable securities.

4.2 Forms of transfer

- (a) Subject to this Constitution, a Member may transfer one or more Shares the Member holds by:
 - (i) a Proper ASTC Transfer;
 - (ii) an instrument of transfer in compliance with this Constitution; or
 - (iii) any other method permitted by the Applicable Law.

- (b) Excepted as permitted by the Listing Rules or ASX, a Member must not dispose of restricted securities during the escrow period for those securities.

4.3 Instrument of transfer

An instrument of transfer of a Share referred to in Rule 4.2(a)(ii) must be:

- (a) in writing;
- (b) in any usual form or in any other form approved by the Directors that is otherwise permitted by law;
- (c) subject to the *Corporations Act*, executed by or on behalf of the transferor, and if required by the Company, the transferee;
- (d) stamped, if required by a law about stamp duty; and
- (e) delivered to the Company, at the place where the Register is kept, together with the certificate (if any) of the Share to be transferred and any other evidence as the Directors require to prove:
 - (i) the title of the transferor to that Share;
 - (ii) the right of the transferor to transfer that Share; and
 - (iii) the proper execution of the instrument of transfer.

4.4 Transferor is holder until transfer registered

Subject to the ASTC Settlement Rules, a person transferring a Share remains the registered holder of that Share until the transfer for that Share is registered and the name of the person to whom the Share is being transferred is entered in the Register as the holder of that Share.

4.5 Refusal to register transfers

- (a) Subject to:
 - (i) the Applicable Law;
 - (ii) Rule 4.3 and this Rule 4.5; and
 - (iii) paragraph 2.1(c) of Schedule 2,the Company must not refuse or fail to register a transfer of Shares.
- (b) The Company may refuse to register a transfer of Shares where the Applicable Law permits the Company to do so.
- (c) The Company must refuse to register a transfer of Shares where the Applicable Law or a law about stamp duty requires the Company to do so.
- (d) Except as permitted by the Listing Rules or ASX, the Company must refuse to acknowledge a disposal (including registering a transfer) of restricted securities during the escrow period for those securities.
- (e) The Company may apply, or may request any applicable CS Facility Operator to apply, a Holding Lock (including to prevent a transfer of CHESS Approved Shares registered on the CHESS subregister, or to refuse to register a paper-based transfer, of Shares) where the Applicable Law permits the Company to do so.

- (f) The Company must give notice in writing of any refusal to register a transfer of Shares, and the reasons for the refusal, to the person transferring those Shares and the person who lodged the transfer (if not the same person) within 5 Business Days after the date on which the transfer was lodged with the Company.
- (g) The Company must give notice in writing of any Holding Lock, and the reasons for the Holding Lock, to the Member of those Shares within 5 Business Days after the date on which the Company asked for the Holding Lock.
- (h) Failure by the Company to give notice under Rule 4.5(f) or 4.5(g) does not invalidate the refusal to register the transfer or the Holding Lock.
- (i) The powers of the Company under Rules 4.5(b) and 4.5(e) may only be exercised by the Directors.

4.6 No registration fee

The Company must not charge a fee to register a transfer of a Share in compliance with this Constitution except as permitted by the Applicable Law.

4.7 Compliance with Operating Rules

Notwithstanding anything to the contrary in this Constitution, the Company must comply with the Operating Rules in relation to any of its Shares that are CHESS Approved Shares.

4.8 Transmission of Shares

Schedule 3 applies and forms part of this Constitution.

5. Proceedings of Members

5.1 Who can call meetings of Members

- (a) Subject to the *Corporations Act*, the Directors may call a meeting of Members at a time and place as the Directors resolve.
- (b) Subject to the *Corporations Act*, a Director may call a meeting of Members at a time and place as that Director determines.
- (c) The Directors must call and arrange to hold a general meeting on the request of Members made in accordance with the *Corporations Act*.
- (d) The Members may call and arrange to hold a general meeting as provided by the *Corporations Act*.

5.2 Annual general meeting

- (a) The Company must hold an annual general meeting if required by, and in accordance with, the Applicable Law.
- (b) The business of an annual general meeting may include any of the following, even if not referred to in the notice of meeting:
 - (i) the consideration of the annual financial report, Director's report and Auditor's report for the Company;
 - (ii) the election of Directors;
 - (iii) the appointment of the Auditor of the Company; and

- (iv) the fixing of the remuneration of the Auditor.

5.3 How to call meetings of Members

- (a) The Company must give not less than Prescribed Notice of a meeting of Members.
- (b) Notice of a meeting of Members must be given to ASX, each Member, each Director, each Alternate Director and any Auditor of the Company.
- (c) Holders of Redeemable Shares and preference Shares have the same rights as holders of ordinary Shares to:
 - (i) receive notice of a meeting of Members; and
 - (ii) receive notices, reports and financial reports of the Company.
- (d) Subject to Rule 5.11(h), a notice of a meeting of Members must:
 - (i) set out the place, date and time for the meeting (and if the meeting is to be held in 2 or more places, the technology that will be used to facilitate this);
 - (ii) state the general nature of the business of the meeting; and
 - (iii) set out or include any other information or documents specified by the Applicable Law.
- (e) Subject to the *Corporations Act*, a notice of a meeting of Members may state the date and time (being not more than 48 hours before the meeting) at which persons will be taken for the purposes of the meeting to hold Shares.
- (f) A person may waive notice of any meeting of Members by notice in writing to the Company to that effect.
- (g) Subject to the *Corporations Act*, anything done (including the passing of a resolution) at a meeting of Members is not invalid because either or both a person does not receive notice of the meeting or the Company accidentally does not give notice of the meeting to a person.

5.4 Right to attend meetings

- (a) Each Eligible Member and the Auditor is entitled to attend any meetings of Members.
- (b) Holders of Redeemable Shares and preference Shares have the same rights as holders of ordinary Shares to attend a meeting of Members.
- (c) Subject to this Constitution, each Director is entitled to attend and speak at all meetings of Members.
- (d) The chairperson of a meeting of Members may refuse any person admission to, or require a person to leave and remain out of, the meeting if that person:
 - (i) in the opinion of the chairperson, is not complying with the reasonable directions of the chairperson;
 - (ii) has any audio or visual recording device;
 - (iii) has a placard or banner;

- (iv) has an article the chairperson considers to be dangerous, offensive or liable to cause disruption;
- (v) refuses to produce or to permit examination of any article, or the contents of any article, in the person's possession;
- (vi) behaves or threatens to behave in a dangerous, offensive or disruptive manner; or
- (vii) is not:
 - A. an Eligible Member;
 - B. a proxy, attorney or representative of an Eligible Member; or
 - C. the Auditor.
- (e) The chairperson of a meeting of Members may delegate any power conferred by this Rule to any person.

5.5 Meeting at more than one place

- (a) A meeting of Members may be held in 2 or more places linked together by any technology that:
 - (i) gives the Eligible Members as a whole in those places a reasonable opportunity to participate in proceedings;
 - (ii) enables the chairperson to be aware of proceedings in each place; and
 - (iii) enables the Eligible Members in each place to vote on a show of hands and on a poll.
- (b) If a meeting of Members is held in 2 or more places under Rule 5.5(a):
 - (i) an Eligible Member present at one of the places is taken to be present at the meeting; and
 - (ii) the chairperson of that meeting may determine at which place the meeting is taken to have been held.

5.6 Quorum

- (a) A quorum for a meeting of Members is 2 Eligible Members entitled to vote at that meeting.
- (b) In determining whether a quorum for a meeting of Members is present:
 - (i) where more than one proxy, attorney or representative of an Eligible Member is present, only one of those persons is counted;
 - (ii) where a person is present as an Eligible Member and as a proxy, attorney or representative of another Eligible Member, that person is counted separately for each appointment provided that there is at least one other Eligible Member present; and
 - (iii) where a person is present as a proxy, attorney or representative for more than one Eligible Member, that person is counted separately for each

appointment provided that there is at least one other Eligible Member present.

- (c) A quorum for a meeting of Members must be present at all times during the meeting.
- (d) If a quorum is not present within 30 minutes after the time appointed for a meeting of Members:
 - (i) if the meeting was called under Rule 5.1(c) or Rule 5.1(d), the meeting is dissolved; and
 - (ii) any other meeting is adjourned to the date, time and place as the Directors may by notice to the Members appoint, or failing any appointment, to the same day in the next week at the same time and place as the meeting adjourned.
- (e) If a quorum is not present within 30 minutes after the time appointed for an adjourned meeting of Members, the meeting is dissolved.

5.7 Chairperson

- (a) The chairperson of Directors must (if present within 15 minutes after the time appointed for the holding of the meeting and willing to act) chair each meeting of Members.
- (b) If at a meeting of Members:
 - (i) there is no chairperson of Directors;
 - (ii) the chairperson of Directors is not present within 15 minutes after the time appointed for the holding of a meeting of Members; or
 - (iii) the chairperson of Directors is present within that time but is not willing to chair all or part of that meeting,the Directors present may, by majority vote, elect a person present to chair all or part of the meeting of Members.
- (c) Subject to Rule 5.7(a), if at a meeting of Members:
 - (i) a chairperson of that meeting has not been elected by the Directors under Rule 5.7(b); or
 - (ii) the chairperson elected by the Directors is not willing to chair all or part of a meeting of Members,the Eligible Members present must elect another person present and willing to act to chair all or part of that meeting.

5.8 General conduct of meetings

- (a) Subject to the *Corporations Act*, the chairperson of a meeting of Members is responsible for the general conduct of that meeting and for the procedures to be adopted at that meeting.
- (b) The chairperson of a meeting of Members may:

- (i) make rulings or adjourn a meeting of Members without putting the question (or any question) to the vote if that action is required to ensure the orderly conduct of the meeting;
 - (ii) determine the procedures to be adopted for the casting or recording of votes;
 - (iii) determine any dispute concerning the admission, validity or rejection of a vote at a meeting of Members;
 - (iv) subject to the *Corporations Act*, terminate debate or discussion on any matter being considered at the meeting and require that matter be put to a vote;
 - (v) subject to the *Corporations Act*, refuse to allow debate or discussion on any matter which is not business referred to in the notice of that meeting or is not business referred to in Rule 5.2(b); or
 - (vi) subject to the *Corporations Act*, refuse to allow any amendment to be moved to a resolution set out in the notice of that meeting.
- (c) The chairperson of a meeting of Members may delegate any power conferred by this Rule to any person.
 - (d) The powers conferred on the chairperson of a meeting of Members under this Rule 5.8 do not limit the powers conferred by law.

5.9 Resolutions of Members

- (a) Subject to the *Corporations Act*, a resolution is passed if more votes are cast in favour of the resolution by Members entitled to vote on the resolution than against the resolution.
- (b) Unless a poll is requested in accordance with Rule 5.10, a resolution put to the vote at a meeting of Members must be decided on a show of hands.
- (c) A declaration by the chairperson of a meeting of Members that a resolution on a show of hands is passed, passed by a particular majority, or not passed, and an entry to that effect in the minutes of the meeting, are sufficient evidence of that fact, unless proved incorrect.

5.10 Polls

- (a) A poll may be demanded on any resolution at a meeting of Members.
- (b) A poll on a resolution at a meeting of Members may be demanded by:
 - (i) at least 5 Eligible Members present and entitled to vote on that resolution;
 - (ii) one or more Eligible Members present and who are together entitled to at least 5% of the votes that may be cast on that resolution on a poll; or
 - (iii) the chairperson of that meeting.
- (c) A poll on a resolution at a meeting of Members may be demanded:
 - (i) before a vote on that resolution is taken; or

- (ii) before or immediately after the results of the vote on that resolution on a show of hands are declared.
- (d) A demand for a poll may be withdrawn.
- (e) A poll demanded on a resolution at a meeting of Members other than for the election of a chairperson of that meeting or the adjournment of that meeting must be taken in the manner and at the time and place the chairperson directs.
- (f) A poll demanded on a resolution at a meeting of Members for the election of a chairperson of that meeting or the adjournment of that meeting must be taken immediately.
- (g) The result of a poll demanded on a resolution of a meeting of Members is a resolution of that meeting.
- (h) A demand for a poll on a resolution of a meeting of Members does not prevent the continuance of that meeting or that meeting dealing with any other business.

5.11 Adjourned, cancelled and postponed meetings

- (a) Subject to the *Corporations Act*, the chairperson:
 - (i) may adjourn a meeting of Members to any day, time and place; and
 - (ii) must adjourn a meeting of Members if the Eligible Members present with a majority of votes that may be cast at that meeting agree or direct the chairperson to do so. The chairperson may adjourn that meeting to any day, time and place.
- (b) No person other than the chairperson of a meeting of Members may adjourn that meeting.
- (c) The Company is only required to give notice of a meeting of Members resumed from an adjourned meeting if the period of adjournment exceeds the Prescribed Period.
- (d) Only business left unfinished is to be transacted at a meeting of Members resumed after an adjournment.
- (e) Subject to the *Corporations Act* and this Rule 5.11, the Directors may at any time change the place (or places) of, postpone or cancel a meeting of Members by giving notice not less than 5 Business Days before the time at which the meeting was to be held to ASX and each person who is, at the date of the notice:
 - (i) a Member;
 - (ii) a Director or Alternate Director; or
 - (iii) the Auditor.
- (f) A general meeting called under Rule 5.1(c) must not be cancelled by the Directors without the consent of the Members who requested the meeting.
- (g) A general meeting called under Rule 5.1(d) must not be cancelled or postponed by the Directors without the consent of the Members who called the meeting.
- (h) A notice under Rule 5.11(c) of a meeting of Members resumed from an adjourned meeting and a notice postponing a meeting of Members must set out the place, date

and time for the revised meeting (and if the revised meeting is to be held in 2 or more places, the technology that will be used to facilitate this).

5.12 Number of votes

- (a) Subject to this Constitution and any rights or restrictions attached to a class of Shares, on a show of hands at a meeting of Members, every Eligible Member present has one vote.
- (b) Subject to this Constitution and any rights or restrictions attached to a class of Shares, on a poll at a meeting of Members, every Eligible Member present has:
 - (i) one vote for each fully paid up Share (whether the issue price of the Share was paid up or credited or both) that the Eligible Member holds; and
 - (ii) a fraction of one vote for each partly paid up Share that the Eligible Member holds. The fraction is equal to the proportion which the amount paid up on that Share (excluding any amounts paid up in advance of the applicable due date for payment and amounts credited) is to the total amounts paid up and payable (excluding amounts credited) on that Share.
- (c) If the total number of votes to which an Eligible Member is entitled on a poll does not constitute a whole number, the Company must disregard the fractional part of that total.
- (d) A holder of a preference Share has the right to vote in the following circumstances only:
 - (i) during a period during which a Dividend (or part of a Dividend) in respect of the Share is in arrears;
 - (ii) on a proposal to reduce the share capital of the Company;
 - (iii) on a resolution to approve the terms of a buy-back agreement;
 - (iv) on a proposal that affects rights attached to the Share;
 - (v) on a proposal to wind up the Company;
 - (vi) on a proposal for the disposal of the whole of the property, business and undertaking of the Company; and
 - (vii) during the winding up of the Company.
- (e) A holder of Redeemable Shares has the right to vote in the following circumstances only:
 - (i) on a proposal to reduce the share capital of the Company;
 - (ii) on a proposal to wind up the Company;
 - (iii) on a resolution sanctioning the sale of the undertaking of the Company;
 - (iv) on a resolution which will directly affect the rights, privileges or conditions attaching to the Redeemable Shares;
 - (v) on a resolution relating to the removal of a director;

- (vi) where the dividend referred to in Rule 2.9(b)(i) is more than six months in arrears;
 - (vii) on a resolution to approve the terms of a buy-back agreement;
 - (viii) on a proposal for the disposal of the whole of the Company's property, business and undertaking; or
 - (ix) during the winding up of the Company.
- (f) If a Share is held jointly and more than one Member votes in respect of that Share, only the vote of the Member whose name appears first in the Register counts.
- (g) A person may vote in respect of a Share at a meeting of Members if:
- (i) the person is entitled to be registered as the holder of that Share because of a Transmission Event; and
 - (ii) the person satisfied the Directors of that entitlement not less than 48 hours before that meeting.
- In that event, the Member of that Share must not vote.
- (h) A Member who holds restricted securities is not entitled to any voting rights in respect of those restricted securities during:
- (i) a breach of the Listing Rules relating to those restricted securities; or
 - (ii) a breach of a restriction agreement.
- (i) An Eligible Member present at a meeting of Members is not entitled to vote on any resolution in respect of any Shares on which any calls due and payable in respect of those Shares have not been paid.
- (j) An Eligible Member present at a meeting of Members is not entitled to vote on a resolution at that meeting where that vote is prohibited by the Applicable Law, an order of a court of competent jurisdiction or ASX.
- (k) The Company must disregard any vote on a resolution purported to be cast by a Member present at a meeting of Members where that person is not entitled to vote on that resolution.
- (l) The authority of a proxy or attorney for an Eligible Member to speak or vote at a meeting of Members in respect of the Shares to which the authority relates is suspended while the Eligible Member is present in person at that meeting.
- (m) If more than one proxy or attorney for an Eligible Member is present at a meeting of Members:
- (i) none of them is entitled to vote on a show of hands; and
 - (ii) on a poll, the vote of each one is of no effect where the aggregate number or proportion of the Eligible Member's votes for which they have been appointed exceeds the total number or proportion of votes that could be cast by the Eligible Member.

5.13 Objections to qualification to vote

- (a) An objection to the qualification of any person to vote at a meeting of Members may only be made at that meeting (or any resumed meeting if that meeting is adjourned), to the chairperson of that meeting.
- (b) Any objection under Rule 5.13(a) must be decided by the Directors or the chairperson of the meeting of Members (as the case may be), whose decision, made in good faith, is final and conclusive.
- (c) If a vote is not disallowed pursuant to an objection, that vote is valid for all purposes.

5.14 Proxies, attorneys and representatives

- (a) An Eligible Member, who is entitled to attend and cast a vote at a meeting of Members, may vote on a show of hands and on a poll:
 - (i) in person or, if the Member is a body corporate, by its representative appointed in accordance with the *Corporations Act*;
 - (ii) by proxy or, if the Member is entitled to cast two or more votes at the meeting, by not more than 2 proxies; or
 - (iii) by attorney or, if the Member is entitled to cast two or more votes at the meeting, by not more than 2 attorneys.
- (b) A proxy, attorney or representative of a Member need not be a Member.
- (c) A Member may appoint a proxy, attorney or representative for:
 - (i) all or any number of meetings of Members; or
 - (ii) a particular meeting of Members.
- (d) An instrument appointing a proxy is valid if it is signed by the Member making the appointment and contains:
 - (i) the name and address of that Member;
 - (ii) the name of the Company;
 - (iii) the name of the proxy or the name of the office of the proxy; and
 - (iv) the meetings of Members at which the proxy may be used.
- (e) The chairperson of a meeting of Members may determine that an instrument appointing a proxy is valid even if it contains only some of the information specified in Rule 5.14(d).
- (f) An instrument appointing an attorney or representative must be in a form as the Directors may prescribe or the chairperson of a meeting of Members may accept.
- (g) Subject to the *Corporations Act*, the decision of the chairperson of a meeting of Members as to the validity of an instrument appointing a proxy, attorney or representative is final and conclusive.
- (h) Unless otherwise provided in the *Corporations Act* or in the instrument appointing a proxy or attorney, a proxy or attorney may:

- (i) agree to a meeting of Members being called by shorter notice than is required by the *Corporations Act* or this Constitution;
 - (ii) agree to a resolution being either or both proposed and passed at a meeting of Members of which notice of less than the Prescribed Period is given;
 - (iii) speak on any resolution at a meeting of Members on which the proxy or attorney may vote;
 - (iv) vote at a meeting of Members (but only to the extent allowed by the appointment);
 - (v) demand or join in demanding a poll on any resolution at a meeting of Members on which the proxy or attorney may vote; and
 - (vi) attend and vote at any meeting of Members which is rescheduled or adjourned.
- (i) The Company must only send a form of proxy to Eligible Members in respect of a meeting of Members which provides for the Eligible Member:
- (i) to appoint a proxy of the Eligible Member's choice, but may specify who is to be appointed as proxy if the Eligible Member does not choose; and
 - (ii) to vote for or against each resolution, and may also provide for the Eligible Member to abstain from voting on each resolution.
- (j) If the name of the proxy or the name of the office of the proxy in a proxy form of an Eligible Member is not filled in, the proxy of that Eligible Member is:
- (i) the person specified by the Company in the form of proxy in the case the Eligible Member does not choose; or
 - (ii) if no person is so specified, the chairperson of that meeting.
- (k) An Eligible Member may specify the manner in which a proxy or attorney is to vote on a particular resolution at a meeting of Members.
- (l) The appointment of a proxy or attorney by an Eligible Member may specify the proportion or number of the Eligible Member's votes that the proxy or attorney may exercise.
- (m) If an Eligible Member appoints 2 persons as proxy or attorney, and the appointment does not specify the proportion or number of the Eligible Member's votes those persons may exercise, those persons may exercise one half of the votes of the Eligible Member.
- (n) If the total number of votes to which a proxy or attorney is entitled to exercise does not constitute a whole number, the Company must disregard the fractional part of that total.
- (o) An appointment of proxy or attorney for a meeting of Members is effective only if the Company receives the appointment (and any authority under which the appointment was signed or a certified copy of the authority) not less than:
- (i) 48 hours before the time scheduled for commencement of that meeting; or

- (ii) in the case of a meeting which has been adjourned, 48 hours before the time scheduled for resumption of the meeting.
- (p) Unless the Company has received notice in writing of the matter not less than 48 hours before the time scheduled for the commencement of a meeting of Members, a vote cast at that meeting by a person appointed by an Eligible Member as a proxy, attorney or representative is, subject to this Constitution and the Applicable Law, valid even if, before the person votes:
 - (i) there is a Transmission Event in respect of that Eligible Member;
 - (ii) that Eligible Member revokes the appointment of that person;
 - (iii) that Eligible Member revokes the authority under which the person was appointed by a third party; or
 - (iv) that Eligible Member transfers the Shares in respect of which the appointment is made.

5.15 Direct voting

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

6. Directors

6.1 Number of Directors

- (a) The Company must have not less than 3, and not more than 10, Directors.
- (b) The Company in general meeting may by ordinary resolution alter the maximum or minimum number of Directors provided that the minimum is not less than 3.
- (c) Subject to this Rule 6.1, the Directors must determine the number of Directors provided that the Directors cannot reduce the number of Directors below the number in office at the time that determination takes effect.
- (d) If the number of Directors is below the minimum fixed by this Constitution, the Directors must not act except in emergencies, for appointing one or more directors in order to make up a quorum for a meeting of Directors, or to call and arrange to hold a meeting of Members.

6.2 Appointment of Directors

- (a) Subject to Rule 6.1, the Directors may appoint any person as a Director.
- (b) The Company in general meeting may by ordinary resolution appoint any person as a Director.
- (c) A Director need not be a Member.
- (d) The Company must hold an election of Directors each year.
- (e) The Company must accept nominations for the election of a Director:

- (i) in the case of a meeting of Members called under Rule 5.1(c), 30 Business Days; or
- (ii) otherwise, 45 Business Days,

before the date of the meeting of Members at which the Director may be elected.

- (f) A nomination of a person for Director (other than a Director retiring in accordance with this Constitution) must be a notice in writing signed by a Member entitled to attend and vote at the meeting of Members at which the election is proposed, and be accompanied by a notice in writing signed by the nominee consenting to the nomination, and must be deposited at the registered office of the Company.

6.3 Retirement of Directors and Vacation of office

- (a) Subject to rule 6.3(b), rules 6.3(c), 6.3(d), 6.3(e), and 6.3(j) do not apply to the Managing Director of the Company.
- (b) Where there is more than one Managing Director:
 - (i) only one of them is entitled not to be subject to retirement under rules 6.3(c) and 6.3(j);
 - (ii) in the absence of agreement between them, the Managing Director to whom the exemption in rule 6.3(a) applies must be determined by lot;
 - (iii) after a determination has been made under rule 6.3(b)(i), the exemption in rule 6.3(a) will not apply to any other Managing Director until the Managing Director first determined to have the benefit of the exemption ceases to be a Managing Director; and
 - (iv) if, at the time a Director ceases to have the benefit of the exemption in rule 6.3(a), the period since that Director was last appointed is greater than that provided in rule 6.3(c) for Directors who do not have the benefit of the exemption in rule 6.3(a), that Director is eligible for appointment and must submit himself or herself for appointment as a Director at the next annual general meeting of the Company.
- (c) A Director must retire from office no later than the longer of:
 - (i) the third annual general meeting; or
 - (ii) 3 years,
 following that Director's last election or appointment.
- (d) If the Company has 3 or more Directors, one third of the Directors (rounded down to the nearest whole number) must retire at each AGM.
- (e) If the Company has less than 3 Directors, one Director must retire at each AGM.
- (f) The Directors to retire under Rules 6.3(d) and 6.3(e) are:
 - (i) those who have held their office as Director the longest period of time since their last election or appointment to that office; and
 - (ii) if two or more Directors have held office for the same period of time, those Directors determined by lot, unless those Directors agree otherwise,

provided that a Director appointed by the Directors or a Director whose office has become vacant under the Corporations Act are not taken into account.

- (g) A Director who retires under Rules 6.3(c), 6.3(d) or 6.3(e) is eligible for re-election.
- (h) A Director may resign from office by giving the Company notice in writing.
- (i) Subject to the *Corporations Act*, the Company in general meeting convened on Prescribed Notice may by ordinary resolution remove any Director, and if thought fit, appoint another person in place of that Director.
- (j) A Director appointed under Rule 6.2(a) must retire at the next general meeting of the Company and is eligible for re-election at that meeting.
- (k) A Director ceases to be a Director if:
 - (i) the Director becomes of unsound mind or a person whose property is liable to be dealt with under a law about mental health;
 - (ii) the Director is absent without the consent of the Directors from all meetings of the Directors held during a period of 6 months;
 - (iii) the Director resigns or is removed under this Constitution;
 - (iv) the Director is an Executive Director and ceases to be an employee of the Company or of a related body corporate of the Company;
 - (v) the Director becomes an insolvent under administration; or
 - (vi) the *Corporations Act* so provides.
- (l) A retiring Director may act until the conclusion of the meeting at which that Director retires and is eligible for re-election.

6.4 Alternate Directors

- (a) With the approval of a majority of the other Directors, a Director may appoint a person as an alternate director of that Director for any period.
- (b) An Alternate Director need not be a Member.
- (c) The appointing Director may terminate the appointment of his or her Alternate Director at any time.
- (d) A notice of appointment, or termination of appointment, of an Alternate Director is effective only if:
 - (i) the notice is in writing;
 - (ii) the notice is signed by the Director who appointed that Alternate Director; and
 - (iii) the Company is given a copy of the notice.
- (e) If the Director who appointed an Alternate Director is not present at a meeting of Directors, that Alternate Director may, subject to this Constitution and the Applicable Law:
 - (i) attend, count in the quorum of, speak at, and vote at that meeting in place of that appointing Director; and

- (ii) exercise any other powers (except the power under Rule 6.4(a)) that the appointing Director may exercise.
- (f) An Alternate Director cannot exercise any powers of his or her appointing Director if that appointing Director ceases to be a Director.
- (g) A person does not cease to be a Director under Rule 6.4(f) if that person retires as a Director at a meeting of Members and is re-elected as a Director at that meeting.
- (h) Subject to Rule 6.5(h), the Company is not required to pay any remuneration to an Alternate Director.
- (i) An Alternate Director is an officer of the Company and not an agent of his or her appointing Director.

6.5 Remuneration of Directors

- (a) Each Director is entitled to such remuneration out of the property of the Company for his or her services as a Director as the Directors decided provided that the total amount provided by the Company to the Non-Executive Directors for their services as Directors in any year must not exceed \$500,000 or such larger amount as the Company in general meeting resolves by ordinary resolution.
- (b) The remuneration of the Non-Executive Directors must not be set as a commission on, or percentage of, profits or operating revenue.
- (c) The Directors may determine the manner in which all or part of the amount in Rule 6.5(a) is divided between the Non-Executive Directors, or until so determined, the amount in Rule 6.5(a) must be divided between the Non-Executive Directors equally.
- (d) The remuneration of the Non-Executive Directors is taken to accrue from day to day.
- (e) In calculating the total amount provided in any year, no regard is had to:
 - (i) any amount payable by the Company or any related body corporate to a superannuation, retirement or pension fund for a Director so that a company or a related body corporate is not required to pay a superannuation guarantee charge or similar statutory charge;
 - (ii) any amount which may be paid by the Company under Rules 6.5(g) and (h) and Rule 10; and
 - (iii) any insurance premium paid or agreed to be paid under Rule 7.3.
- (f) The remuneration of the Executive Directors:
 - (i) must, subject to the provisions of any contract between each of them and the Company, be fixed by the Directors; and
 - (ii) must not be set as a commission on, or percentage of, operating revenue.
- (g) If a Director performs extra or special services, including being:
 - (i) a member on a committee of Directors; or
 - (ii) the chairperson of Directors or deputy chairperson of Directors,

the Company may, subject to the *Corporations Act* and this Rule 6.5, pay additional remuneration or provide benefits to that Director as the Directors resolve.

- (h) The Company must pay all reasonable travelling, accommodation and other expenses that a Director or Alternate Director properly incurs:
 - (i) in attending meetings of Directors or any meetings of committees of Directors;
 - (ii) in attending any meetings of Members; and
 - (iii) in connection with the business of the Company.
- (i) Subject to the Applicable Law, any Director may participate in any fund, trust or scheme for the benefit of:
 - (i) past or present employees or Directors of the Company or a related body corporate of the Company; or
 - (ii) the dependants of, or persons connected with, any person referred to in Rule 6.5(i)(i).
- (j) Subject to the Applicable Law, the Company may give, or agree to give, a person a benefit in connection with that person's, or someone else's, retirement from a board or managerial office in the Company or a related body corporate of the Company.

6.6 Interests of Directors

- (a) A Director may:
 - (i) hold an office or place of profit (except as Auditor) in the Company, on any terms as the Directors resolve;
 - (ii) hold an office or otherwise be interested in any related body corporate of the Company or other body corporate in which the Company is interested; or
 - (iii) act, or the Director's firm may act, in any professional capacity for the Company (except as Auditor) or any related body corporate of the Company or other body corporate in which the Company is interested,and retain the benefits of doing so if the Director discloses in accordance with the *Corporations Act* the interest giving rise to those benefits.
- (b) If a Director discloses the interest of the Director in accordance with the *Corporations Act*:
 - (i) the Director may contract or make an arrangement with the Company, or a related body corporate of the Company or a body corporate in which the Company is interested, in any matter in any capacity;
 - (ii) the Director may, subject to the *Corporations Act*, be counted in a quorum for a meeting of Directors considering the contract or arrangement;
 - (iii) the Director may, subject to the Applicable Law, vote on whether the Company enters into the contract or arrangement, and on any matter that relates to the contract or arrangement;

- (iv) the Director may sign on behalf of the Company, or witness the affixing of the common seal of the Company to, any document in respect of the contract or arrangement;
 - (v) the Director may retain the benefits under the contract or arrangement; and
 - (vi) the Company cannot avoid the contract or arrangement merely because of the existence of the Director's interest.
- (c) The Director must give to the Company:
- (i) at its registered office; or
 - (ii) any other place the Company reasonably notifies the Director in writing, the information which the Company is required by the Listing Rules to disclose to ASX in respect of:
 - (iii) Notifiable Interests of the Director; and
 - (iv) changes to the Notifiable Interests of the Directorin the form which the Company is required to tell ASX under the Listing Rules.
- (d) The information referred to in Rule 6.6(c) must be given to the Company as soon as reasonably possible after each of the following dates but in any event no later than 3 Business Days after each of the following dates:
- (i) when the Director is appointed as a director of the Company, the date of appointment;
 - (ii) when a change in a Notifiable Interest of the Director occurs, the date of the change;
 - (iii) when the Director ceases to be a director of the Company, the date of cessation; and
 - (iv) 5 Business Days prior to any other date which the Listing Rules require the Company to disclose Notifiable Interests of the directors of the Company.
- (e) Each Director authorises the Company to give the information provided by the Director under Rule 6.6(c) to ASX on the Director's behalf and as the Director's agent.
- (f) The Company may enforce after the date a person ceases to be a Director an obligation of that person under Rule 6.6(c) in respect of events which occurred on or prior to the date that person ceased to be a Director.

7. Officers

7.1 Managing Director

- (a) The Directors may appoint one or more of themselves as a Managing Director, for any period and on any terms (including as to remuneration) as the Directors resolve.

- (b) Subject to any agreement between the Company and a Managing Director, the Directors may remove or dismiss a Managing Director at any time, with or without cause.
- (c) The Directors may delegate any of their powers (including the power to delegate) to a Managing Director.
- (d) The Directors may revoke or vary:
 - (i) the appointment of a Managing Director; or
 - (ii) any power delegated to a Managing Director.
- (e) A Managing Director must exercise the powers delegated to him or her in accordance with any directions of the Directors.
- (f) The exercise of a delegated power by a Managing Director is as effective as if the Directors exercised the power.
- (g) A person ceases to be a Managing Director if the person ceases to be a Director.

7.2 Secretary

- (a) The first Secretary is the person specified in the application for registration of the Company as company secretary.
- (b) The Directors may appoint one or more Secretaries, for any period and on any terms (including as to remuneration) as the Directors resolve.
- (c) Subject to any agreement between the Company and a Secretary, the Directors may remove or dismiss a Secretary at any time, with or without cause.
- (d) The Directors may revoke or vary the appointment of a Secretary.

7.3 Indemnity and insurance

- (a) To the extent permitted by law, the Company must indemnify each Relevant Officer against:
 - (i) a Liability of that person; and
 - (ii) Legal Costs of that person.
- (b) To the extent permitted by law, the Company may make a payment (whether by way of advance, loan or otherwise) to a Relevant Officer in respect of Legal Costs of that person.
- (c) To the extent permitted by law, the Company may pay, or agree to pay, a premium for a contract insuring a Relevant Officer against:
 - (i) a Liability of that person; and
 - (ii) Legal Costs of that person.
- (d) To the extent permitted by law, the Company may enter into an agreement or deed with:
 - (i) a Relevant Officer; or

- (ii) a person who is, or has been an officer of the Company or a subsidiary of the Company,

under which the Company must do all or any of the following:

- (iii) keep books of the Company and allow either or both that person and that person's advisers access to those books on the terms agreed;
 - (iv) indemnify that person against any Liability of that person;
 - (v) make a payment (whether by way of advance, loan or otherwise) to that person in respect of Legal Costs of that person; and
 - (vi) keep that person insured in respect of any act or omission by that person while a Relevant Officer or an officer of the Company or a subsidiary of the Company, on the terms agreed (including as to payment of all or part of the premium for the contract of insurance).
- (e) Where a Relevant Officer who is a Director at the date of adoption of this Rule has given a release to the Company before the adoption of this Rule;
 - (i) this Rule does not affect the operation of the release;
 - (ii) the Rule does not confer any right to indemnification on the Relevant Officer in respect of the subject of the release.

7.4 Obligations of an Officer claiming the indemnity

A Relevant Officer must:

- (a) give notice to the Company promptly on becoming aware of any Claim against the Relevant Officer that may give rise to a right to be indemnified or a right to be advanced an amount by the Company under this rule;
- (b) take such action as the Company reasonably requests to avoid, dispute, resist, appeal against, compromise or defend any Claim or any adjudication of a Claim;
- (c) not make any admission of liability in respect of or settle any Claim without the prior written consent of the Company;
- (d) allow the Company or its insurers to assume the conduct, negotiation or defence of any claim and, on request by the Company, render all reasonable assistance and co-operation to the Company or its insurers in the conduct of any Claim, including, without limitation, giving the Company or its insurers any documents, authorities and directions that the Company or its insurers may reasonably require for the prosecution or advancement of any counterclaim or cross-claim;
- (e) on request by the Company or its insurers, do everything necessary or desirable which the Company reasonably requests to enable the Company or its insurers (so far as it is possible) to be subrogated to and enjoy the benefits of the Relevant Officer's rights in relation to any counterclaims or cross-claims or any claims against any third party and render such assistance as may be reasonably requested by the Company or its insurers for that purpose; and
- (f) notify any Claim to an insurer or any other person who may be liable to indemnify the Relevant Officer in respect of that Claim and promptly take all reasonable steps to enforce all the Relevant Officer's rights against the insurer or other person.

8. Powers of the Company and Directors

8.1 General powers

- (a) The Company may exercise in any manner permitted by the *Corporations Act* any power which a public company limited by shares may exercise under the *Corporations Act*.
- (b) The business of the Company is managed by or under the direction of the Directors.
- (c) The Directors may exercise all the powers of the Company except any powers that the *Corporations Act* or this Constitution requires the Company to exercise in general meeting.

8.2 Execution of documents

- (a) If the Company has a common seal, the Company may execute a document if that seal is fixed to the document and the fixing of that seal is witnessed by:
 - (i) 2 Directors;
 - (ii) a Director and a Secretary; or
 - (iii) a Director and another person appointed by the Directors for that purpose.
- (b) The Company may execute a document without a common seal if the document is signed by:
 - (i) 2 Directors;
 - (ii) a Director and a Secretary; or
 - (iii) a Director and another person appointed by the Directors for that purpose.
- (c) The Company may execute a document as a deed if the document is expressed to be executed as a deed and is executed in accordance with Rule 8.2(a) or 8.2(b).
- (d) The Directors may resolve, generally or in a particular case, that any signature on certificates for securities of the Company may be affixed by mechanical or other means.
- (e) Negotiable instruments may be signed, drawn, accepted, endorsed or otherwise executed by or on behalf of the Company in the manner and by the persons as the Directors resolve.

8.3 Committees and delegates

- (a) The Directors may delegate any of their powers (including this power to delegate) to a committee of Directors, a Director, an employee of the Company or any other person.
- (b) The Directors may revoke or vary any power delegated under Rule 8.3(a).
- (c) A committee or delegate must exercise the powers delegated in accordance with any directions of the Directors.

- (d) The exercise of a delegated power by the committee or delegate is as effective as if the Directors exercised the power.
- (e) Rule 9 applies with the necessary changes to meetings of a committee of Directors.

8.4 Attorney or agent

- (a) The Directors may appoint any person to be attorney or agent of the Company for any purpose, for any period and on any terms (including as to remuneration) as the Directors resolve.
- (b) The Directors may delegate any of their powers (including the power to delegate) to an attorney or agent.
- (c) The Directors may revoke or vary:
 - (i) an appointment under Rule 8.4(a); or
 - (ii) any power delegated to an attorney or agent.

9. Proceedings of Directors

9.1 Written resolutions of Directors

- (a) The Directors may pass a resolution without a meeting of the Directors being held if all the Directors entitled to vote on the resolution assent to a document containing a statement that they are in favour of the resolution set out in the document.
- (b) Separate copies of the document referred to in Rule 9.1(a) may be used for assenting to by Directors if the wording of the resolution and the statement is identical in each copy.
- (c) A Director may signify assent to a document under this Rule 9.1 by signing the document or by notifying the Company of the assent of the Director:
 - (i) in a manner permitted by Rule 11.3; or
 - (ii) by any technology including telephone.
- (d) Where a Director signifies assent to a document under Rule 9.1(c) other than by signing the document, the Director must by way of confirmation sign the document before or at the next meeting of Directors attended by that Director.
- (e) The resolution the subject of a document under Rule 9.1(a) is not invalid if a Director does not comply with Rule 9.1(d).

9.2 Meetings of Directors

- (a) The Directors may meet, adjourn and otherwise regulate their meetings as they think fit.
- (b) A meeting of Directors may be held using any technology.
- (c) If a meeting of Directors is held in 2 or more places linked together by any technology:
 - (i) a Director present at one of the places is taken to be present at the meeting unless and until the Director states to the chairperson of the

meeting that the Director is discontinuing her or her participation in the meeting; and

- (ii) the chairperson of that meeting may determine at which place the meeting will be taken to have been held.

9.3 Who can call meetings of Directors

- (a) A Director may call a meeting of Directors at any time.
- (b) On request of any Director, a Secretary of the Company must call a meeting of the Directors.

9.4 How to call meetings of Directors

- (a) Notice of a meeting of Directors must be given to each Director and Alternate Director.
- (b) A Director or Alternate Director may waive notice of a meeting of Directors by notice in writing to the Company to that effect.

9.5 Quorum

- (a) Subject to the *Corporations Act*, a quorum for a meeting of Directors is:
 - (i) if the Directors have fixed a number for the quorum, that number of Directors; and
 - (ii) in any other case, 3 Directors entitled to vote on a resolution that may be proposed at that meeting.
- (b) In determining whether a quorum for a meeting of Directors is present:
 - (i) where a Director has appointed an Alternate Director, that Alternate Director is counted if the appointing Director is not present;
 - (ii) where a person is present as Director and an Alternate Director for another Director, that person is counted separately provided that there is at least one other Director or Alternate Director present; and
 - (iii) where a person is present as an Alternate Director for more than one Director, that person is counted separately for each appointment provided that there is at least one other Director or Alternate Director present.
- (c) A quorum for a meeting of Directors must be present at all times during the meeting.
- (d) If there are not enough persons to form a quorum for a meeting of Directors, one or more of the Directors (including those who have an interest in a matter being considered at that meeting) may call a general meeting and the general meeting may pass a resolution to deal with the matter.

9.6 Chairperson

- (a) The Directors may elect a Director as chairperson of Directors or deputy chairperson of Directors for any period they resolve, or if no period is specified, until that person ceases to be a Director.

- (b) The Directors may remove the chairperson of Directors or deputy chairperson of Directors at any time.
- (c) The chairperson of Directors must (if present within 15 minutes after the time appointed for the holding of the meeting and willing to act) chair each meeting of Directors.
- (d) If:
 - (i) there is no chairperson of Directors; or
 - (ii) the chairperson of Directors is not present within 15 minutes after the time appointed for the holding of a meeting of Directors; or
 - (iii) the chairperson of Directors is present within that time but is not willing to chair all or part of that meeting,
 then if the Directors have elected a deputy chairperson of Directors, the deputy chairperson of Directors must (if present within 15 minutes after the time appointed for the holding of the meeting and will to act) chair all or part of the meeting of Directors.
- (e) Subject to Rules 9.6(c) and 9.6(d), if:
 - (i) there is no deputy chairperson of Directors; or
 - (ii) the deputy chairperson of Directors is not present within 15 minutes after the time appointed for the holding of a meeting of Directors; or
 - (iii) the deputy chairperson of Directors is present within that time but is not willing to chair all or part of that meeting,
 the Directors present must elect one of themselves to chair all or part of the meeting of Directors.
- (f) A person does not cease to be a chairperson of Directors or deputy chairperson of Directors if that person retires as a Director at a meeting of Members and is re-elected as a Director at that meeting.

9.7 Resolutions of Directors

- (a) A resolution of Directors is passed if more votes are cast in favour of the resolution than against it.
- (b) Subject to Rule 6.6 and this Rule 9.7, each Director has one vote on a matter arising at a meeting of the Directors.
- (c) In determining the number of votes a Director has on a matter arising at a meeting of Directors:
 - (i) where a person is present as Director and an Alternate Director for another Director, that person has one vote as a Director and, subject to Rule 6.4(e), one vote as an Alternate Director; and
 - (ii) where a person is present as an Alternate Director for more than one Director, that person has, subject to Rule 6.4(e), one vote for each appointment.

- (d) Subject to the Applicable Law, in case of an equality of votes on a resolution at a meeting of Directors, the chairperson of that meeting has a casting vote on that resolution in addition to any vote the chairperson has in his or her capacity as a Director in respect of that resolution, except where only two Directors are competent to vote on a question then at issue, in which case the chairperson does not have a casting vote, or otherwise as allowed by the Applicable Law.

10. Dividends and profits

10.1 Who may determine dividends

- (a) Subject to any rights or restrictions attached to a class of Shares, the Company may pay Dividends as the Directors resolve but only out of profits of the Company.
- (b) Subject to the Applicable Law, the Directors may determine that a Dividend is payable on Shares and fix:
 - (i) the amount of the Dividend;
 - (ii) whether the Dividend is franked, the franking percentage and the franking class;
 - (iii) the time for determining entitlements to the Dividend;
 - (iv) the time for the payment of the Dividend; and
 - (v) the method of payment of the Dividend.
- (c) The method of payment of a Dividend may include any or all of the payment of cash, the issue of shares or other securities, the grant of options and the transfer of assets.
- (d) If the method of payment of a Dividend includes an issue or transfer of shares in a body corporate, each Member:
 - (i) agrees to become a member of that body corporate; and
 - (ii) in the case of a transfer, appoints the Company and each Director as its agent to execute instrument of transfer or other document required to transfer those shares to that Member.
- (e) Subject to the Applicable Law, a Dividend in respect of a Share must be paid to the person whose name is entered in the Register as the holder of that Share:
 - (i) where the Directors have fixed a time under Rule 10.1(b)(iii), at that time; or
 - (ii) in any other case, on the date the Dividend is paid.
- (f) A Member who holds restricted securities is not entitled to any Dividends in respect of those restricted securities during:
 - (i) a breach of the Listing Rules relating to those restricted securities; or
 - (ii) a breach of a restriction agreement.

10.2 Dividends for different classes

The Directors may determine that Dividends be paid:

- (a) on Shares of one class but not another class; and
- (b) at different rates for different classes of Shares.

10.3 Dividends proportional to paid up capital

- (a) Subject to any rights or restrictions attached to a class of Shares, the person entitled to a Dividend on a Share is entitled to:
 - (i) if the Share is fully paid (whether the issue price of the Share was paid or credited or both), the entire Dividend; or
 - (ii) if the Share is partly paid, a proportion of that Dividend equal to the proportion which the amount paid (excluding amounts credited) on that Share is of the total amounts paid or payable (excluding amounts credited) on that Share.
- (b) Amounts paid in advance of a call on a Share are ignored when calculating the proportion under Rule 10.3(a)(ii).

10.4 Effect of a transfer on Dividends

If a transfer of a Share is registered after the time determined for entitlements to a Dividend on that Share but before the Dividend is paid, the person transferring that Share is, subject to the ASTC Settlement Rules, entitled to that Dividend.

10.5 No interest on Dividends

The Company is not required to pay any interest on a Dividend.

10.6 Unpaid amounts

The Company may retain the whole or part of any Dividend on which the Company has a lien and apply that amount in total or part satisfaction of any amount secured by that lien.

10.7 Capitalisation of profits

- (a) The Directors may capitalise any profits of the Company and distribute that capital to the Members, in the same proportions as the Members are entitled to a distribution by Dividend.
- (b) The Directors may fix the time for determining entitlements to a capitalisation of profits.
- (c) The Directors may decide to apply capital under Rule 10.7(a) in either or both of the following ways:
 - (i) in paying up an amount unpaid on Shares already issued; and
 - (ii) in paying up in full any unissued Shares or other securities in the Company.
- (d) The Members must accept an application of capital under Rule 10.7(c) in full satisfaction of their interests in that capital.

10.8 Distributions of assets

The Directors may settle any problem concerning a distribution under Rule 10 in any way. This may include:

- (a) rounding amounts up or down to the nearest whole number;
- (b) ignoring fractions;
- (c) valuing assets for distribution;
- (d) paying cash to any Member on the basis of that valuation; and
- (e) vesting assets in a trustee on trust for the Members entitled.

10.9 Dividend plans

- (a) The Directors may establish a dividend selection plan or bonus share plan on any terms, under which participants may elect in respect of all or part of their Shares:
 - (i) to receive a Dividend from the Company paid in whole or in part out of a particular fund or reserve or out of profits derived from a particular source; or
 - (ii) to forego a Dividend from the Company and receive some other form of distribution or entitlement (including securities) from the Company or another body corporate or a trust.
- (b) The Directors may establish a dividend reinvestment plan on any terms, under which participants may elect in respect of all or part of their Shares to apply the whole or any part of a Dividend from the Company in subscribing for securities of the Company or a related body corporate of the Company.
- (c) Subject to the Listing Rules, the Directors may implement, amend, suspend or terminate a plan established under this Rule 10.9.

11. Notices and payments

11.1 Notice to Members

- (a) The Company may give notice to a Member:
 - (i) in person;
 - (ii) by sending it by post to the address of the Member in the Register or the alternative address (if any) nominated by that Member; or
 - (iii) by sending it to the fax number or electronic address (if any) nominated by that Member.
- (b) If the address of a Member in the Register is not within Australia, the Company must send all documents to that Member by air-mail, air courier or by fax.
- (c) The Company must give any notice to Members who are joint holders of a Share to the person named first in the Register in respect of that Share, and that notice is notice to all holders of that Share.
- (d) The Company may give notice to a person entitled to a Share because of a Transmission Event in any manner specified in Rule 11.1(a).
- (e) Notice to a person entitled to a Share because of a Transmission Event is taken to be notice to the Member of that Share.
- (f) Subject to the *Corporations Act*, a notice to a Member is sufficient, even if:

- (i) a Transmission Event occurs in respect of that Member (whether or not a joint holder of a Share); or
- (ii) that Member is an externally administered body corporate, and regardless of whether or not the Company has notice of that event.
- (g) A person entitled to a Share because of a transfer, Transmission Event or otherwise, is bound by every notice given in respect of that Share.
- (h) Any notice required or allowed to be given by the Company to one or more Members by advertisement is, unless otherwise stipulated, sufficiently advertised if advertised once in a daily newspaper circulating in the states and territories of Australia.

11.2 Notice to Directors

The Company may give notice to a Director or Alternate Director:

- (a) in person;
- (b) by sending it by post to the usual residential address of that person or the alternative address (if any) nominated by that person;
- (c) by sending it to the fax number or electronic address (if any) nominated by that person; or
- (d) by any other means agreed between the Company and that person.

11.3 Notice to the Company

A person may give notice to the Company:

- (a) by leaving it at the registered office of the Company;
- (b) by sending it by post to the registered office of the Company;
- (c) by sending it to the fax number at the registered office of the Company;
- (d) by sending it to the electronic address (if any) nominated by the Company for that purpose; or
- (e) by any other means permitted by the *Corporations Act*.

11.4 Time of service

- (a) A notice sent by post to an address within Australia is taken to be given:
 - (i) in the case of a notice of meeting, one Business Day after it is posted; or
 - (ii) in any other case, at the time at which the notice would be delivered in the ordinary course of post.
- (b) A notice sent by post or air-mail to an address outside Australia is taken to be given:
 - (i) in the case of a notice of meeting, 2 Business Days after it is posted; or
 - (ii) in any other case, at the time at which the notice would be delivered in the ordinary course of post.

- (c) A notice sent by air courier to a place outside Australia is taken to be given the next Business Day after delivery to the air courier.
- (d) A notice sent by fax is taken to be given on the Business Day it is sent, provided that the sender's transmission report shows that the whole notice was sent to the correct fax number.
- (e) The giving of a notice by post, air-mail or air courier is sufficiently proved by evidence that the notice:
 - (i) was addressed to the correct address of the recipient; and
 - (ii) was placed in the post or delivered to the air courier.
- (f) A certificate by a Director or Secretary of a matter referred to in Rule 11.4(e) is sufficient evidence of the matter, unless it is proved to the contrary.

11.5 Signatures

The Directors may decide, generally or in a particular case, that a notice given by the Company be signed by mechanical or other means.

11.6 Payments

- (a) The Company may pay a person entitled to an amount payable in respect of a Share (including a Dividend) by:
 - (i) crediting an account nominated in writing by that person;
 - (ii) cheque made payable to bearer, to the person entitled to the amount or any other person the person entitled directs in writing; or
 - (iii) any other manner as the Directors resolve.
- (b) The Company may post a cheque referred to in Rule 11.6(a)(ii) to:
 - (i) the address in the Register of the Member of the Share;
 - (ii) if that Share is jointly held, the address in the Register of the Member named first in the Register in respect of the Share; or
 - (iii) any other address which that person directs in writing.
- (c) Any joint holder of a Share may give effective receipt for an amount (including a Dividend) paid in respect of the Share.

12. Winding up

12.1 Distributions proportional to paid up capital

Subject to any rights or restrictions attached to a class of Shares, on a winding up of the Company, any surplus must be divided among the Members in the proportions which the amount paid (including amounts credited) on the Shares of a Member is of the total amounts paid and payable (including amounts credited) on the Shares of all Members.

12.2 Priorities on distribution

Subject to any rights or restrictions attached to a class of Shares on a winding up of the Company any surplus distributed pursuant to Rule 12.1 shall be applied in the following order of priority:

- (a) first a paying to the holders of Redeemable Shares the amounts to which they are entitled under the Constitution;
- (b) second in paying to the holders of preference Shares the amounts to which they are entitled under this Constitution; and
- (c) the balance to be distributed among the holders of the ordinary Shares in the Company.

12.3 Distributions of assets

- (a) Subject to any rights or restrictions attached to a class of Shares, on a winding up of the Company, the liquidator may, with the sanction of a special resolution of the Members:
 - (i) distribute among the Members the whole or any part of the property of the Company; and
 - (ii) decide how to distribute the property as between the Members or different classes of Members.
- (b) The liquidator of the Company may settle any problem concerning a distribution under Rule 12 in any way. This may include:
 - (i) rounding amounts up or down to the nearest whole number;
 - (ii) ignoring fractions;
 - (iii) valuing assets for distribution;
 - (iv) paying cash to any Member on the basis of that valuation; and
 - (v) vesting assets in a trustee on trust for the Members entitled.
- (c) A Member need not accept any property, including shares or other securities, carrying a liability.

Schedule 1 Definitions and Interpretation

1. Definitions

In this Constitution:

"Alternate Director" means a person for the time being holding office as an alternate director of the Company under Rule 6.4.

"Applicable Law" means the *Corporations Act*, the Listing Rules and ASTC Settlement Rules.

"ASTC Settlement Rules" means the operating rules of ASX Settlement and Transfer Corporation Pty Ltd and, as appropriate, the operating rules of ASX and the operating rules of Australian Clearing House Pty Ltd.

"ASX" means ASX Limited ACN 008 624 691.

"Auditor" means the person appointed for the time being as the auditor of the Company.

"Business Day":

- (a) if the Company is admitted to the official list of ASX at the time, has the meaning given in the Listing Rules; or
- (b) otherwise, means a day except a Saturday, Sunday or public holiday in New South Wales.

"Certificate" means any certificate issued by the Company on issue, or registration of transfer, of any Share, and any duplicate of that certificate.

"CHESS" has the meaning given to that term in the ASTC Settlement Rules.

"CHESS Approved Shares" means Shares which are approved in accordance with the ASTC Settlement Rules.

"Claim" means:

- (a) any writ, summons, cross-claim, counterclaim, application or other originating legal or arbitral process against a Relevant Officer as such an officer;
- (b) any hearing, complaint, inquiry, investigation, proceeding or application commenced or originating against a Relevant Officer as such an officer; or
- (c) any written or oral demand or threat that might result in the Relevant Officer reasonably believing that any such hearing, complaint, inquiry, investigation, proceeding or application referred to above may be initiated.

"Company" means Arana Therapeutics Limited ACN 002 951 877.

"Constitution" means the constitution for the time being of the Company as constituted by this document and any resolutions of the Company modifying this document.

"Corporations Act" means the *Corporations Act* 2001 (Commonwealth), except to the extent of any exemption, modification, declaration or order made in respect of that legislation which applies to the Company.

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

"CS Facility Operator" means the operator of a CS Facility.

"Directors" means the directors of the Company for the time being.

"Dividend" includes an interim dividend and a final dividend.

"Eligible Member" means, in respect of a meeting of Members:

- (a) if a date and time is specified under Rule 5.3(e) in the notice of that meeting, a person who is a Member at that time; or
- (b) otherwise, a person who is a Member at the time appointed for the holding of that meeting.

"Executive Director" means a Director who is an employee (whether full-time or part-time) of the Company or of any related body corporate of the Company.

"Holding Lock" has the meaning given to that term in the Listing Rules.

"Legal Costs" of a person means legal costs incurred by that person in defending an action for a Liability of that person.

"Liability" of a person means any liability incurred by that person as an officer of the Company or a subsidiary of the Company.

"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, except to the extent of any express written waiver by ASX in their application to the Company.

"Managing Director" means any person appointed for the time being as a managing director of the Company.

"Member" means a person whose name is entered in the Register as the holder of a Share.

"Non-Executive Directors" means all Directors other than Executive Directors.

"Notifiable Interest" means:

- (a) each relevant interest in securities (as defined in the Listing Rules) of the Company or a related body corporate of the Company; and
- (b) each interest in a contract to which the Director is a party or under which the Director is entitled to a benefit, and that confers a right to call for or deliver Shares in, debentures of, or interests in a managed investment scheme made available by, the Company or a related body corporate of the Company.

"Operating Rules" means the operating rules for the time being of a CS Facility regulating the settlement, clearing and registration of uncertificated Shares, except to the extent of any express written waiver by the CS Facility Operator.

"Personal Representative" means the legal personal representative, executor or administrator of the estate of a deceased person.

"Prescribed Notice" means the Prescribed Period or any shorter period of notice for a meeting allowed under the *Corporations Act*.

"Prescribed Period" means 28 days.

"Proper ASTC Transfer" has the meaning given to the term proper ASTC transfer in the *Corporations Regulations 2001*.

"Redeemable Shares" means convertible redeemable preference shares having the rights and privileges and being subject to the conditions, set out in Rule 2.9.

"Register" means the register of Members kept under the Applicable Law and, where appropriate, includes any subregister and branch register.

"Relevant Officer" means:

- (a) a person who is or has been a Director or Secretary or an officer of the Company or a director, secretary or officer of a wholly owned subsidiary of the Company; and
- (b) a person who is or has been a director, secretary or officer of a related body corporate of the Company (other than a wholly owned subsidiary of the Company) while also a Director or an employee of the Company or a director or employee of a wholly owned subsidiary of the Company.

"Secretary" means a company secretary of the Company for the time being.

"Share" means a share in the capital of the Company.

"Transmission Event" means:

- (a) if a Member is an individual:
 - (i) death or bankruptcy of that Member; or
 - (ii) that Member becoming of unsound mind or becoming a person whose property is liable to be dealt with under a law about mental health;
- (b) if a Member is a body corporate, the deregistration of that Member under the laws of the jurisdiction of its registration; or
- (c) in any case, the vesting in, or transfer to, a person of the Shares of a Member without that person becoming a Member.

2. Interpretation

- (a) In this Constitution:
 - (i) a reference to a partly paid Share is a reference to a Share on which there is an amount unpaid;
 - (ii) a reference to a call or an amount called in respect of a Share includes an amount that, by the terms of issue of a Share or otherwise, is payable at one or more fixed times;
 - (iii) a reference to a meeting of Members includes a meeting of any class of Members;
 - (iv) a Member is taken to be present at a meeting of Members if the Member is present in person or by proxy, attorney or representative; and
 - (v) a reference to a notice or document in writing includes a notice or document given by fax or another form of written communication.
- (b) In this Constitution, headings are for convenience only and do not affect interpretation, and unless the context indicates a contrary intention:
 - (i) words importing the singular include the plural (and vice versa);

- (ii) words indicating a gender include every other gender;
 - (iii) the word "**person**" includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
 - (iv) where a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning; and
 - (v) the word "**includes**" in any form is not a word of limitation.
- (c) Unless the context indicates a contrary intention, in this Constitution:
- (i) a reference to a Rule or a Schedule is to a rule or a schedule of this Constitution;
 - (ii) a reference in a Schedule to a paragraph is to a paragraph of that Schedule;
 - (iii) a Schedule is part of this Constitution; and
 - (iv) a reference to this Constitution is to this Constitution (and where applicable any of its provisions) as modified or repealed from time to time.
- (d) Unless the context indicates a contrary intention, in this Constitution:
- (i) a reference to any statute or to any statutory provision includes any statutory modification or re-enactment of it or any statutory provision substituted for it, and all ordinances, by-laws, regulations, rules and statutory instruments (however described) issued under it; and
 - (ii) a reference to the Listing Rules or the ASTC Settlement Rules includes any amendment or replacement of those rules from time to time.
- (e) Unless the context indicates a contrary intention:
- (i) an expression in a provision of this Constitution deals with a matter dealt with by a provision of the Applicable Law has the same meaning as in that provision of the Applicable Law; and
 - (ii) an expression in a provision of this Constitution that is defined in section 9 of the *Corporations Act* has the same meaning as in that section.
- (f) In this Constitution, a reference to the Listing Rules, the ASTC Settlement Rules or ASX has effect only if at that time the Company is admitted to the official list of ASX.

3. Exercise of powers

Where this Constitution confers a power or imposes a duty, then, unless the contrary intention appears, the power may be exercised and the duty must be performed from time to time as the occasion requires.

4. Severing invalid provisions

If at any time any provision of this Constitution is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that does not affect or impair:

- (a) the legality, validity or enforceability in that jurisdiction of any other provision of this Constitution; or
- (b) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Constitution.

Schedule 2

Calls, company payments, forfeiture and liens

1. Calls

1.1 Making a call

- (a) Subject to the Applicable Law and the terms of issue of a Share, the Company may at any time make calls on the Members of a Share for all or any part of the amount unpaid on the Share as the Directors resolve.
- (b) The Company may make calls payable for one or more Members for different amounts and at different times.
- (c) Subject to the Listing Rules and the terms of issue of a Share, a call may be made payable by instalments.
- (d) Subject to the Listing Rules, the Company may revoke or postpone a call or extend the time for payment of a call.
- (e) A call is made when the Directors resolve to make the call.
- (f) The powers of the Company under paragraph 1 may only be exercised by the Directors.

1.2 Notice of a call

- (a) The Company must give Members at least 10 Business Days notice of a call.
- (b) A notice of a call must be in writing and specify the amount of the call, the time and place of payment of the call, the person to whom that call must be paid and any other information required by the Listing Rules.
- (c) A call is not invalid if either or both a Member does not receive notice of the call or the Company accidentally does not give notice of the call to a Member.

1.3 Payment of a call

- (a) A Member must pay to the Company the amount of each call made on the Member to the persons and at the times and places specified in the notice of the call.
- (b) If an amount unpaid on a Share is payable, by the terms of issue of the Share or otherwise, in one or more fixed amounts on one or more fixed dates, the Member of that Share must pay to the Company those amounts on those dates. If payment is not made, all relevant rules as to payment of interest and expenses, forfeiture or otherwise, apply as if the same had become payable by virtue of a call duly made and notified.
- (c) A Member must pay to the Company:
 - (i) interest at the rate specified in paragraph 6(a) on any amount referred to in paragraphs 1.3(a) or 1.3(b) which is not paid on or before the time appointed for its payment, from the time appointed for payment to the time of the actual payment; and
 - (ii) expenses incurred by the Company because of the failure to pay or late payment of that amount.

- (d) The Directors may waive payment of all or any part of an amount payable under paragraph 1.3(c).
- (e) The joint holders of a Share are jointly and severally liable for the payment of all calls due in respect of that Share.

1.4 Recovery of a call

- (a) The Company may recover an amount due and payable under this paragraph 1 from a Member by:
 - (i) commencing legal action against the Member for all or part of the amount due;
 - (ii) enforcing a lien on the Share in respect of which the call was made; or
 - (iii) forfeiting the Share in respect of which the call was made.
- (b) The debt due in respect of an amount payable under this paragraph 1 in respect of a Share is sufficiently proved by evidence that:
 - (i) the name of the Member sued is entered in the Register as one or more of the holders of that Share; and
 - (ii) there is a record in the minute books of the Company of:
 - A. in the case of an amount referred to in paragraph 1.3(b), that amount; or
 - B. in any other case, the resolution making the call.

1.5 Payment in advance of a call

- (a) The Company may:
 - (i) accept from any Member all or any part of the amount unpaid on a Share held by the Member before that amount is called for;
 - (ii) pay interest at any rate the Directors resolve, on the amount paid before it is called, from the date of payment until and including the date the amount becomes actually payable; and
 - (iii) repay the amount paid to that Member.
- (b) An amount paid pursuant to paragraph 1.5(a)(i) does not confer a right to participate in:
 - (i) a Dividend determined to be paid from the profits of the Company; or
 - (ii) any surplus of the Company in a winding up of the Company,for the period before the date when the amount paid would have otherwise become payable.

2. Company payments on behalf of a Member

2.1 Rights of the Company

- (a) A Member or, if the Member is deceased, the Member's Personal Representative, must indemnify the Company against any liability which the Company has under any law to make a payment (including payment of a tax) in respect of:
 - (i) a Share held by that Member (whether solely or jointly);
 - (ii) a transfer or transmission of Shares by that Member;
 - (iii) a Dividend or other money which is, or may become, due or payable to that Member; or
 - (iv) that Member.
- (b) A Member or, if the Member is deceased, the Member's Personal Representative, must pay to the Company immediately on demand:
 - (i) the amount required to reimburse the Company for a payment referred to in paragraph 2.1(a); and
 - (ii) pay to the Company interest at the rate specified in paragraph 6(a) on any amount referred to in paragraph 2.1(a) paid by the Company, from the date of payment by the Company until and including the date the Company is reimbursed in full for that payment.
- (c) Subject to the Applicable Law, the Company may refuse to register a transfer of any Shares by a Member referred to in paragraph 2.1(a), or that Member's Personal Representative, until all money payable to the Company under this paragraph 2.1 has been paid.
- (d) The powers and rights of the Company under this paragraph 2.1 are in addition to any right or remedy that the Company may have under the law which requires the Company to make a payment referred to in paragraph 2.1(a).

2.2 Recovery of Company payments

- (a) Subject to the Listing Rules, the Company may recover an amount due and payable under paragraph 2.1 from the Member or the Member's Personal Representative by any or all of:
 - (i) deducting all or part of that amount from any other amount payable by the Company to that person in respect of the Shares of that person;
 - (ii) commencing legal action against that person for all or part of that amount; or
 - (iii) enforcing a lien on one or more of the Shares of that person.
- (b) The Directors may waive any or all the rights of the Company under paragraph 2.

3. Forfeiture

3.1 Forfeiture procedure

Subject to the Applicable Law, the Company may forfeit a Share of a Member by a resolution of the Directors if:

- (a) that Member does not pay a call or instalment on that Share on or before the date for its payment; and
- (b) the Company gives that Member notice in writing:
 - (i) requiring the Member to pay that call or instalment, any interest on it and all expenses incurred by the Company by reason of the non-payment; and
 - (ii) stating that the Share is liable to be forfeited if that Member does not pay to the Company, at the place specified in the notice, the amount specified in the notice, within 10 Business Days (or any longer period specified) after the date of the notice; and
- (c) that Member does not pay that amount in accordance with that notice.

3.2 Notice of forfeiture

- (a) When any Share has been forfeited, the Company must:
 - (i) give notice in writing of the forfeiture to the Member registered as its holder before the forfeiture; and
 - (ii) record the forfeiture with the date of forfeiture in the Register.
- (b) Failure by the Company to comply with any requirement in paragraph 3.2(a) does not invalidate the forfeiture.

3.3 Effect of forfeiture

- (a) The forfeiture of a Share extinguishes:
 - (i) all interests in that Share of the former Member; and
 - (ii) all claims against the Company in respect of that Share by the former Member, including all Dividends determined to be paid in respect of that Share and not actually paid.
- (b) A former Member of a forfeited Share must pay to the Company:
 - (i) all calls, instalments, interest and expenses in respect of that Share at the time of forfeiture; and
 - (ii) interest at the rate specified in paragraph 6(a) on those amounts from the time of forfeiture until and including the date of payment of those amounts.

3.4 Sale or reissue of forfeited Shares

Subject to the Applicable Law, the Company may sell, otherwise dispose of or reissue, a Share which has been forfeited on any terms and in any manner as the Directors resolve.

3.5 Cancellation of forfeited Shares

The Company may by ordinary resolution passed at a general meeting cancel a Share which has been forfeited under the terms on which the Share is on issue.

3.6 Proof of forfeiture

A certificate in writing from the Company signed by a Director or Secretary that a Share was forfeited on a specified date is sufficient evidence of:

- (a) the forfeiture of that Share; and
- (b) the right and title of the Company to sell, dispose or reissue that Share.

3.7 Waiver or cancellation of forfeiture

Subject to the Applicable Law, the Directors may:

- (a) waive any or all the rights of the Company under paragraph 3; and
- (b) at any time before a sale, disposition, reissue or cancellation of a forfeited Share, cancel the forfeiture on any terms as the Directors resolve.

3.8 Application to outstanding money

These rules as to forfeiture apply in the case of non-payment of any sum that, by the conditions of issue of a share, becomes payable at a fixed time, as if that sum had been payable by virtue of a call duly made and notified.

4. Liens

4.1 First ranking lien

The Company has a first ranking lien on:

- (a) each Share registered in the name of a Member;
 - (b) the proceeds of sale of those Shares; and
 - (c) all Dividends determined to be payable in respect of those Shares,
- for:
- (d) if the Shares were acquired under an employee incentive scheme, all money payable to the Company by the Member under loans made to acquire those Shares;
 - (e) each unpaid call or instalment which is due but unpaid on those Shares;
 - (f) all amounts which the Company is required by law to pay, and has paid, in respect of those Shares (including any payment under paragraph 2) or the forfeiture or sale of those Shares; and
 - (g) subject to the Listing Rules, all interest and expenses due and payable to the Company under this Schedule 2.

4.2 Enforcement by sale

Subject to the Applicable Law, the Company may sell a Share of a Member to enforce a lien on that Share if:

- (a) an amount secured by that lien is due and payable;
- (b) the Company gives that Member or the Member's Personal Representative notice in writing:
 - (i) requiring payment of that amount, any interest on it and all expenses incurred by the Company by reason of the non-payment; and
 - (ii) stating that the Share is liable to be sold if that person does not pay to the Company, at the place specified in the notice, the amount specified in the notice within 10 Business Days (or any longer period specified) after the date of the notice; and
- (c) that Member or the Member's Personal Representative does not pay that amount in accordance with that notice.

4.3 Release or Waiver of lien

- (a) Registration of a transfer of a Share by the Company releases any lien of the Company on that Share in respect of any amount owing on that Share, unless the Company gives notice in writing, to the person to whom that Share is transferred, of the amount owing.
- (b) The Directors may waive any or all the rights of the Company under paragraph 4.

5. Sales, disposals and reissues

5.1 Sale procedure

- (a) The Company may:
 - (i) receive the purchase money or consideration for Shares sold or disposed of under this Schedule 2;
 - (ii) appoint a person to sign a transfer of Shares sold or disposed of under this Schedule 2;
 - (iii) do all things necessary or desirable under the Applicable Law to effect a transfer of Shares sold or disposed of under this Schedule 2; and
 - (iv) enter in the Register the name of the person to whom Shares are sold or disposed.
- (b) The person to whom a Share is sold or disposed under this Schedule 2 need not enquire whether the Company:
 - (i) properly exercised its powers under this Schedule 2 in respect of that Share; or
 - (ii) properly applied the proceeds of sale or disposal of those Shares,
 and the title of that person is not affected by those matters.
- (c) The remedy (if any) of any person aggrieved by a sale or other disposal of Shares under this Schedule 2 is in damages only and against the Company exclusively.
- (d) A certificate in writing from the Company signed by a Director or Secretary that a Share was sold, disposed of or reissued in accordance with this Schedule 2 is sufficient evidence of those matters.

5.2 Application of proceeds

The Company must apply the proceeds of any sale, other disposal or reissue of any Shares under this Schedule 2 in the following order:

- (a) the expenses of the sale, other disposal or reissue;
- (b) the amounts due and unpaid in respect of those Shares; and
- (c) the balance (if any) to the former Member or the former Member's Personal Representative, on the Company receiving the certificate (if any) of those Shares or other evidence satisfactory to the Company regarding the ownership of those Shares.

6. Interest

- (a) A person must pay interest under this Schedule 2 to the Company at a rate and on conditions determined by the Directors provided that the rate of interest must not exceed the interest rate per annum that is the sum of 3% and the rate advised by National Australia Bank (or such other bank as is nominated by the Company) as an equivalent rate charged by that bank for business overdrafts in excess of \$100,000.
- (b) Interest payable to the Company under this Schedule 2 accrues daily.
- (c) The Company may capitalise interest payable under this Schedule 2 at any interval the Directors resolve.

Schedule 3 Transmission

1. Deceased Members

1.1 Effect of Death

- (a) If a Member (not being one of several joint holders) dies, the Company must recognise only the Personal Representative of that Member as having any title to or interest in the Shares registered in the name of that Member or any benefits accruing in respect of those Shares.
- (b) If a Member (being any one or more of the joint registered holders of any Share) dies, the Company must recognise only the surviving joint registered holders of that Share as having any title to or interest in, or any benefits accruing in respect of, that Share.

1.2 Estates and Personal Representatives

- (a) The estate of a deceased Member is not released from any liability in respect of the Shares registered in the name of that Member.
- (b) Where 2 or more persons are jointly entitled to any Share as a consequence of the death of the registered holder of that Share, they are taken to be joint holders of that Share.

2. Transmission events

2.1 Transmitee right to register or transfer

- (a) Subject to the *Bankruptcy Act 1966* and the Applicable Law, if a person entitled to a Share because of a Transmission Event gives the Directors the information they reasonably require to establish the person's entitlement to be registered as the holder of any Shares, that person may:
 - (i) elect to be registered as a Member in respect of those Shares by giving a signed notice in writing to the Company; or
 - (ii) transfer those Shares to another person.
- (b) On receiving a notice under paragraph 2.1(a)(i), the Company must register the person as the holder of those Shares.
- (c) Subject to the Applicable Law, a transfer under paragraph 2.1(a)(ii) is subject to all provisions of this Constitution relating to transfers of Shares.

2.2 Other transmitee rights and obligations

- (a) A person registered as a Member as a consequence of paragraph 2.1 must indemnify the Company to the extent of any loss or damage suffered by the Company as a result of that registration.
- (b) A person who has given to the Directors the information referred to in paragraph 2.1(a) in respect of a Share is entitled to the same rights to which that person would be entitled if registered as the holder of that Share.

Schedule 4 Unmarketable Parcels

1. Definitions

In this Schedule:

Marketable Parcel means the number of Shares which in aggregate constitutes a marketable parcel of Shares within the meaning of the Listing Rules.

Minority Member means any Member who from time to time holds a Non- Marketable Parcel.

Non-Marketable Parcel means a parcel of Shares that is less than a Marketable Parcel.

Notice means the notice given to Minority Members in accordance with paragraph 3.

Notice Date means the date a Notice is sent by the Company to a Minority Member under paragraph 3.

Sale Consideration means the proceeds of any sale or other disposal of Shares under paragraph 5.

Takeover means:

- (a) a takeover bid; or
- (b) a similar bid under a foreign regime.

2. Power to sell Non-Marketable Parcels

- (a) Subject to the Listing Rules, the Operating Rules, and this Constitution, the Company may dispose of the Non-Marketable Parcels of Minority Members in the manner set out in this Schedule 4.
- (b) Subject to paragraph 2(c), the Company may dispose of the Non-Marketable Parcels under this Schedule 4 only once in any twelve month period.
- (c) This Schedule 4 ceases to have effect following the announcement of a Takeover, but begins to have effect again after the close of offers made under the Takeover.

3. Notice

- (a) The Company must not sell a Non-Marketable Parcel of a Minority Member unless it has, not less than 42 days prior to the sale, given a Notice in writing to the Minority Member of its intention to dispose of the Non-Marketable Parcel.
- (b) Each Minority Member on whom a Notice has been served, may by notice in writing addressed to the Secretary and delivered to the registered office of the Company within 42 days after the Notice Date, request the Company not to sell the Minority Member's Non-Marketable Parcel, in which event the provisions of this Schedule 4 will not apply to that Minority Member.

4. Procedure

- (a) Each Minority Member appoints the Company as the Minority Member's agent to sell, within a reasonable period after the period ending 42 days after the Notice

Date, the Minority Member's Non-Marketable Parcel in the ordinary course of trading on the stock market conducted by ASX and acting in good faith and to receive the Sale Consideration on behalf of the Minority Member.

- (b) Each Minority Member appoints the Company and each of its Directors from time to time as the Member's attorney in the name and on behalf of the Member to effect all transfers and execute all deeds or other documents or instruments and do all things necessary to transfer the Non-Marketable Parcel from the Minority Member to the transferee.
- (c) The transferee of Shares sold under this Schedule 4 is not responsible for the regularity of proceedings or to the application of the purchase money in respect of the sale of a Non-Marketable Parcel. After the transferee's name has been entered in the Register in respect of the Shares, the validity of the sale or other disposal may not be impeached by any person and the remedy of any person aggrieved by the sale or other disposal will be in damages only and against the Company exclusively.
- (d) The Company may issue to the transferee such Certificates as may be required in order to vest title in the transferee. The title of the transferee to Shares sold under this Schedule 4 will not be affected by any irregularity in connection with the sale or disposal of the Shares to the transferee.
- (e) If the relevant Shares are certificated, the Company must cancel the Certificates of all Minority Members whose Shares are sold under this Schedule 4.
- (f) If all the Shares of two or more Minority Members to whom this Schedule 4 applies are sold to one purchaser the transfer may be effected by one transfer document.

5. Sale Consideration

- (a) The Sale Consideration must be received by the Company and paid to the Minority Member or as the Minority Member may direct.
- (b) The Company must bear all costs as a result of the sale or disposal of Shares under this Schedule 4.
- (c) Payment by the Company of any consideration under this Schedule 4 is at the risk of the Minority Member to whom it is sent.
- (d) The Sale Consideration so received by the Company must be paid into a bank account opened and maintained by the Company for that purpose only.
- (e) The Company must hold the Sale Consideration so received in trust for a Member whose Shares are sold under this Schedule 4 pending distribution of the Sale Consideration. The Company must, as soon as practicable after the sale of the Shares of a Minority Member, and to the extent that it may reasonably do so, distribute the Sale Consideration received to such Member provided that the Company has received any Certificates issued to the Member with respect to the Share or, in the case of loss or destruction of any such Certificate, any additional documentation required by the Corporations Act.
- (f) Where the Sale Consideration is held in trust by the Company under this Schedule 4 and is unclaimed, the Company must pay the money in accordance with applicable legislative requirements.

6. Certificates

A certificate in writing under the hand of any two Directors or of any one Director and Secretary that:

- (a) any notice required to be served by or on the Company was or was not served, as the case may be;
- (b) any advertisement required to be published was published; and
- (c) any resolution of Directors required to be made was made,

is, for the purpose of this Schedule 4, sufficient evidence of the facts stated as against all persons claiming to be entitled to such Shares and to the right and title of the Company to dispose of such Shares.