

Usage of this Electronic Document

This document is subject to copyright. No part of it should be reproduced without the consent of the copyright owner.

When the document is printed or used on the recipient's equipment, it may lose styles or formats due to software incompatibility. This version was created using Microsoft Word 2003. If you have different software, editing the document may corrupt it.

Constitution

of

B&E Ltd

ABN 32 087 652 088

a company limited by Shares and Guarantee

1 Preliminary

Definitions

- 1.1 The following words have these meanings in this Constitution unless the contrary intention appears.
- Alternate Director** means an individual appointed as an alternate director under Rule 15.10.
- Board** means the board of Directors of the Company.
- Borrower** means a person who has obtained a Loan, whether individually or jointly with one or more other persons, from the Company.
- Company** means B&E Ltd (ABN 32 087 652 088).
- Constitution** means this constitution as amended from time to time, and a reference to a particular Rule has a corresponding meaning.
- Corporations Act** means the *Corporations Act 2001 (Cth)*
- Deposit** means a sum of money deposited with the Company.
- Depositor** means a person who has funds on deposit, whether individually or jointly with one or more other persons, with the Company.
- Director** means an individual holding office as a director of the Company, and where appropriate includes an Alternate Director.
- Directors** means all or some of the directors acting as a Board.
- Executive Director** means an individual appointed as an executive director under Rule 15.35.
- Guarantee Member** means any person who is a member of the Company by way of guarantee.
- Loan** includes any form of financial accommodation.
- Managing Director** means an individual appointed as a managing director under Rule 15.35.



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

Part means a part of this Constitution.

Prescribed Interest Rate means the rate determined by the Directors for the purpose of this Constitution, and in the absence of a determination means 8% per annum.

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

Registered Office means the registered office of the Company.

Representative means:

- (a) in the case of a Shareholder Member that is a body corporate, a person appointed to represent that Member at a general meeting of the Company in accordance with the Corporations Act w; and
- (b) in the case of a Guarantee Member that is a body corporate, a person appointed to represent that Member at a general meeting of the Company under Rule 3.15.

Rule means a rule of this Constitution.

Secretary means an individual appointed under Rule 16.1 as secretary of the Company and includes the person holding the office of secretary at the time of the adoption of this Constitution, and where appropriate includes an acting secretary and a person appointed by the Directors to perform all or any of the duties of a secretary of the Company.

Section means a section of the Corporations Act .

Share means a share in the capital of the Company.

Shareholder Member means any person who is a member of the Company by way of both Shares and guarantee.

Interpretation

1.2 In this Constitution unless the contrary intention appears:

- (a) words importing any gender include all other genders;
- (b) the word "person" includes a firm, a body corporate, a partnership, a joint venture, an unincorporated body or association or an authority;
- (c) the singular includes the plural and vice versa;
- (d) a reference to a law includes regulations and instruments made under the law;
- (e) a reference to a law or a provision of a law includes amendments, re-enactments or replacements of that law or the provision, whether by the State or the Commonwealth of Australia or otherwise;



- (f) a power, an authority or a discretion reposed in a Director, the Directors, the Company in general meeting or a Member may be exercised at any time and from time to time; and
 - (g) a reference to an amount paid on a Share includes an amount credited as paid on that Share.
- 1.3 Unless the contrary intention appears in this Constitution, an expression has, in a provision of this Constitution that deals with a matter dealt with by a particular provision of the Corporations Act, the same meaning as in that provision of the Corporations Act.
 - 1.4 Headings are inserted for convenience and are not to affect the interpretation of this Constitution.
 - 1.5 This Constitution is divided into Parts as indicated by its contents.

Replaceable rules not to apply

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

2 Membership

- 2.1 Members of the Company shall consist of persons who are:
 - (a) Shareholder Members; and
 - (b) Guarantee Members.

3 Guarantee Members

- 3.1 Every person who, according to the Company's records, was a member of the Company immediately prior to the adoption of this Constitution is a Guarantee Member of the Company.
- 3.2 The Board may admit as a Guarantee Member any person who is, or applies to be, a Borrower or Depositor.

Application for membership

- 3.3 The Board may refuse to grant membership to any person and need not give a reason for refusal.
- 3.4 On admitting a person as a Guarantee Member the Board must:
 - (a) allocate to the person a membership number; and
 - (b) enter in the Register of Members the name of the person and such other particulars as the Corporations Act requires.

Approval of application and admission to membership

- 3.5 A person becomes a Guarantee Member of the Company when their name is entered in the Register of Members.
- 3.6 The Board may delegate its authority under Rules 3.2 to 3.4 to any committee of the Board or to any officer or employee of the Company.

**Delegation
Minors**

- 3.7 The Company may admit a minor as a Guarantee Member.
- 3.8 A Guarantee Member who is a minor may not;
 - (a) vote at a meeting of the Company; or
 - (b) hold office in the Company.

Joint Guarantee Members

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

Body corporate Guarantee Members

- 3.12 A body corporate may be a Guarantee Member of the Company and may by notice to the Company appoint a person to represent it at meetings of Members at which it is entitled to attend and vote.
- 3.13 The appointment of the Representative must be in writing under the common seal of the body corporate or under the hand of a duly authorised attorney of the appointor.
- 3.14 The original, or a copy certified as a true copy by an officer of the body corporate, of:
 - (a) the appointment; and
 - (b) any power of attorney under which the appointment is executed,must be lodged with the Secretary of the Company at least 48 hours before any meeting at which the person is to represent the body corporate.
- 3.15 A person appointed under Rule 3.15 is entitled to exercise the same rights of voting as a Guarantee Member of the Company and is eligible to be elected as a Director if the person holds the qualifications required for holding office as a Director.

Cessation of membership

- 3.16 A Guarantee Member will cease to be a Member of the Company:
 - (a) if the person is expelled in accordance with this Constitution;
 - (b) where any contract of membership is rescinded on the ground of misrepresentation or mistake;

- (c) where the Guarantee Member is a body corporate, if the Member is dissolved or otherwise ceases to exist, has a liquidator or provisional liquidator appointed to it, or is unable to pay its debts;
- (d) if the person becomes bankrupt or insolvent or makes an arrangement or composition with his creditors generally; or
- (e) on death.

The Company is to record that a Guarantee Member has ceased to be a Member pursuant to this Rule 3.19 promptly following the Company being aware of the event giving rise to the cessation of membership.

- 3.17 Unless membership is held and continues to be held in another capacity, a Guarantee Member will cease to be a Member of the Company:
- (a) if the person fails to pay any money to the Company which may be required to be paid on approval as a Guarantee Member;
 - (b) if the person was admitted to membership as a Guarantee Member because the person is also a Depositor, when the whole of the Deposit and all interest thereon are withdrawn from the Company;
 - (c) if the person was admitted to a membership as a Guarantee Member because the person is also a Borrower, when the whole of the person's Loan from the Company and all interest and fees payable thereon have been repaid.

Death of a Guarantee Member

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

Termination of Guarantee Membership

- 3.19 A Guarantee Member may, prior to the commencement of winding up of the Company by notice in writing to the Company, resign membership with immediate effect.
- 3.20 The Board may by unanimous resolution passed at a meeting of Directors and notice in writing to the Guarantee Member, terminate the membership of any Guarantee Member where:
- (a) the Guarantee Member has failed to discharge their obligations to the Company whether under this Constitution or arising out of any contract; or
 - (b) the Guarantee Member has been guilty of conduct detrimental to the Company.
- 3.21 An expelled Guarantee Member has the right to appeal in accordance with the provision of Rules 10.6 to 10.8.

- 3.22 Any money standing to the credit of a Guarantee Member who has been expelled, after satisfaction of all liabilities and obligations of the Guarantee Member, will be repaid to the Guarantee Member.

4 Shareholder Members

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

Directors to issue Shares

- 4.2 Subject to the Corporations Act, this Constitution and any special rights conferred on the holders of any Shares or class of Shares:
- (a) the issue of Shares in the Company is under the control of the Directors and the Directors may issue or dispose of Shares to such persons at such times and on such terms and conditions and having attached to them such preferred, deferred or other special rights or such restrictions, whether with regard to dividend, voting, return of capital or otherwise as the Directors think fit;
 - (b) the Directors may grant to any person an option over Shares or pre-emptive rights during such time and for such consideration as they think fit; and
 - (c) the Directors have the right to settle the manner in which fractions of a Share, however arising, are to be dealt with.

Share and option certificates

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

Joint holders of Shares

- 4.5 Where two or more persons are registered as the joint holders of Shares then they are deemed to hold the Shares as joint tenants with rights of survivorship.
- 4.6 The joint Shareholder Member who is named first in the Register of Members will be the primary joint Shareholder Member. Notices or other documents may be given or sent to the primary joint Shareholder Member and for all purposes under this Constitution and the Corporations Act membership is taken to be solely that of the primary joint Shareholder Member.
- 4.7 The Company is not bound:
- (a) to register more than three persons as joint holders of a Share; or
 - (b) to issue more than one certificate in respect of Shares jointly held.

Cessation of membership

- 4.8 A Shareholder Member ceases to be a Member immediately if the person:
- (a) ceases to hold any Shares; and

- (b) ceases to be a Guarantee Member in accordance with Rules 3.22 and 3.23.

Variation of rights

- 4.9 If the Share capital is divided into different classes of Shares, the rights attached to a class, unless otherwise provided by the terms of issue of the Shares of that class, may be varied or cancelled in any way with:
 - (a) the consent in writing of the holders of at least three-quarters of the issued Shares of that class; or
 - (b) the sanction of a special resolution passed at a separate meeting of the holders of the Shares of that class.
- 4.10 The rights conferred on the holders of the Shares of any class are not to be taken as varied by the issue of further Shares ranking equally with the first-mentioned Shares unless otherwise:
 - (a) expressly provided by the terms of issue of the first-mentioned Shares; or
 - (b) required by the Corporations Act .
- 4.11 The provisions of this Constitution relating to general meetings apply so far as they are capable of application and with the necessary changes to every separate meeting of the holders of a class of Shares except that:
 - (a) a quorum is constituted by at least two persons who, between them, hold or represent at least one-third of the issued Shares of the class (unless only one person holds a Share of the class, in which case that person constitutes a quorum); and
 - (b) any holder of Shares of the class, present in person or by proxy, or attorney or Representative, may demand a poll.

5 Lien

Lien on Share

- 5.1 The Company has a first and paramount lien on every Share for:
 - (a) all due and unpaid calls and instalments in respect of that Share;
 - (b) all money which the Company may be called on by law to pay in respect of that Share;
 - (c) all money payable by the Shareholder Member to the Company;
 - (d) interest at the Prescribed Interest Rate on the amount due from the date it becomes due until payment; and
 - (e) reasonable expenses of the Company in respect of the default on payment,and the lien extends to all dividends, rights and other distributions from time to time declared paid or made in respect of that Share.
- 5.2 Nothing in this Constitution prejudices or affects any right or remedy which any law may confer on the Company, and as between the Company and every Shareholder Member, Shareholder Member's executors,



administrators and estate wherever constituted or situated, any right or remedy which any law confers on the Company is enforceable by the Company.

- 5.3 The Directors may at any time exempt a Share wholly or in part from the provisions of Rule 5.1.

Sale under lien

- 5.4 Subject to Rule 5.5, the Company may sell, in any manner the Directors think fit, any Share on which the Company has a lien.
- 5.5 A Share on which the Company has a lien may not be sold by the Company unless:
- (a) a sum in respect of which the lien exists is presently payable; and
 - (b) the Company has, not less than 14 days before the date of sale, given to the registered holder of the Share or the person entitled to the Share by reason of the death or bankruptcy of the registered holder, a notice in writing setting out, and demanding payment of, such part of the amount in respect of which the lien exists as is presently payable.

Transfer on sale under lien

- 5.6 For the purpose of giving effect to a sale under Rule 5.4, the Company may receive the consideration, if any, given for the Share so sold and may execute a transfer of the Share sold in favour of the purchaser of the Share, or do all such other things as may be necessary or appropriate for it to do to effect the transfer.
- 5.7 The Company must register the purchaser as the holder of each Share comprised in any such transfer and the purchaser is not bound to see to the application of the purchase money.
- 5.8 The title of the purchaser to the Share is not affected by any irregularity or invalidity in connection with the sale of the Share.

Proceeds of sale

- 5.9 The proceeds of a sale under Rule 5.4 must be applied by the Company in payment of the amount in respect of which the lien exists as is presently payable, and the residue, if any, must be paid to the person entitled to the Share immediately before the sale.

6 Calls on Shares

Directors to make calls

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

Time of call

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

Members' liability

- 6.5 Each Shareholder Member must pay to the Company the amount called on the Shares at the time or times and place specified by the Directors.
- 6.6 The joint holders of a Share are jointly and severally liable to pay all calls in respect of the Share.
- 6.7 The non-receipt of a notice of any call by, or the accidental omission to give notice of a call to, a Shareholder Member does not invalidate the call.

Interest on default

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

Fixed instalments deemed calls

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

Differentiation between Shareholders as to calls

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

Prepayment of calls

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

7 Transfer of Shares

Forms of instrument of transfer

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

Registration procedure

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

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

Directors' powers to decline to register

- 7.4 The Directors may decline to register any transfer of Shares, without being bound to give any reason whatsoever for so doing.

8 Transmission of Shares

Transmission of Shares on death of holder

- 8.1 In the case of the death of a Shareholder Member:

- (a) the survivor or survivors where the deceased was a joint holder; and
- (b) the legal personal representatives of the deceased where the deceased was a sole holder,

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

Right to registration on death or bankruptcy

- 8.2 Subject to any applicable legislation, a person becoming entitled to a Share in consequence of the death or bankruptcy of a Shareholder Member may, on such information being produced as is properly required by the Directors, either elect to be registered as holder of the Share or nominate another person to be registered as the transferee of the Share. Where the surviving joint holder becomes entitled to a Share in consequence of the death of a Shareholder Member the Directors must, on satisfactory evidence of that death being produced to them, direct the Register to be altered accordingly.
- 8.3 If the person becoming entitled elects to be registered as holder of the Share under Rule 8.2, the person must deliver or send to the Company a notice in writing signed by the person, in such form as the Directors approve, stating that the person so elects.
- 8.4 If the person becoming entitled nominates another person to be registered as the transferee of the Share under Rule 8.2, the person must execute a transfer of the Share to the other person.
- 8.5 All the limitations, restrictions and provisions of this Constitution relating to the right to transfer, and the registration of transfer of, Shares are applicable to any such notice or transfer as if the death or bankruptcy of the Shareholder Member had not occurred and the notice or transfer was a transfer signed by that Shareholder Member.

Effect of transmission

- 8.6 If the registered holder of a Share dies or becomes bankrupt, the personal representative or the trustee of the estate of the registered holder, as the case may be, is, on the production of such information as is properly required by the Directors, entitled to the same dividends, distributions and other advantages, and to the same rights, whether in relation to meetings of the Company, or to voting or otherwise, as the registered holder would

have been entitled to if the registered holder had not died or become bankrupt.

- 8.7 If two or more persons are jointly entitled to any Share in consequence of the death of the registered holder, they are, for the purpose of this Constitution, deemed to be joint holders of the Share.

9 Forfeiture of Shares

Notice requiring payment of call

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

Forfeiture for failure to comply with notice

- 9.3 A Share in respect of which the notice under Rule 9.1 has not been complied with may at any time, before the payment required by the notice has been made, be forfeited by a resolution of the Directors to that effect.
- 9.4 A forfeiture under Rule 9.3 includes all dividends and other distributions declared or to be made in respect of the forfeited Shares and not actually paid or distributed before the forfeiture.
- 9.5 Subject to the Corporations Act a Share forfeited under Rule 9.3 may be sold, re-issued or otherwise disposed of to whom and on such terms as the Directors think fit.
- 9.6 If any Share is forfeited under Rule 9.3 notice of the forfeiture must be given to the Shareholder Member holding the Share immediately prior to the forfeiture and an entry of the forfeiture and its date must be made in the Register.
- 9.7 The Directors may accept the surrender of any Share which they are entitled to forfeit on such terms as they think fit and any Share so surrendered is deemed to be a forfeited Share.

Cancellation of forfeiture

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

Effect of forfeiture on former holder's liability

- 9.9 A person whose Shares have been forfeited:
- (a) ceases to be a Shareholder Member in respect of the forfeited Shares and loses all entitlement to dividends and other distributions or entitlements on the Shares;
 - (b) ceases to be a Member and does not remain as a Guarantee Member alone; and

- (c) remains liable to pay the Company all money that, at the date of forfeiture, was payable by that person to the Company in respect of the Shares, plus interest at the Prescribed Interest Rate from the date of forfeiture and also reasonable expenses of sale.

Evidence of forfeiture

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

Transfer of forfeited Share

- 9.11 The Company may receive the consideration (if any) given for a forfeited Share on any sale or disposition of the Share and may execute or effect a transfer of the Share in favour of the person to whom the Share is sold or disposed of.
- 9.12 On the execution of the transfer, the transferee must be registered as the holder of the Share and is not bound to see to the application of any money paid as consideration.
- 9.13 The title of the transferee to the Share is not affected by any irregularity or invalidity in connection with the forfeiture, sale or disposal of the Share.

Forfeiture applies to non-payment of instalment

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

10 Rights and Liabilities of Members

Financial accommodation to Members

- 10.1 The Company may provide financial accommodation to its Members and to non-Members.
- 10.2 A person who wishes to obtain financial accommodation must apply to the Company in a manner approved by the Company. The application must be accompanied by such payment as the Board requires.

Approval

- 10.3 The Board will have an absolute discretion to approve or refuse to approve financial accommodation in full or in part or to impose conditions on any approval, without being obliged to give any reasons.

Delegation of power to approve

- 10.4 The Board may delegate its power to any one or more officers or holders of a named office to approve or reject applications for financial accommodation.
- 10.5 The Board must establish a policy for the delegation of the power to approve or reject applications for financial accommodation and the limits, if any, within which officers may exercise any delegated power.

Dispute resolution

- 10.6 The Board must establish internal procedures for the settlement of disputes between the Company and a Member (in the capacity as a Member) and may authorise persons to settle disputes under these procedures. The Board must also nominate an external dispute resolution



system which may be accessed by a Member for the purpose of settling a dispute with the Company in the circumstances specified in clause 10.7

- 10.7 A dispute between the Company and a Member (in the capacity as a Member) where not settled by the internal procedures established under clause 10.6, may be settled by an external dispute resolution system at the election of the Member.
- 10.8 Nothing in this Rule will apply to any dispute as to the construction or effect of the Corporations Act , or of any mortgage, or of any contract contained in any document other than this Constitution or to any dispute of a commercial nature.
- 10.9 For the purposes of Rules 10.6 to 10.8:
- “Company” includes the Board and any officer;
- “Member” includes:
- (a) any person who has ceased to be a Member for not more than three months; and
 - (b) any person claiming by or through a Member or by or through a person referred to in (a).

[Charge on deposits etc.]

- 10.10 The Company will have a charge on the credit balance of any Deposit account of a Member or past Member and on any dividend, interest, bonus or rebate payable to a Member or past Member in respect of any debt due from the Member to the Company, and may be entitled to appropriate any amount credited or payable to the Member or past Member on any Deposit account in or towards payment of any such debt.
- 10.11 The provisions of Rule 10.10 are in addition to and not in place of the right of the Company to combine accounts and claim set-off.]

Authorised withdrawal

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

Recognition of interests

- 10.13 The Company may indicate by making an entry in the relevant account that money deposited is held by a person on trust for some other named person.
- 10.14 The Company is not to be regarded as being affected by notice of any trust in relation to money deposited whether or not any such entry is made.
- 10.15 The Company is not required to recognise a person as holding a Share on any trust, except as required by law.
- 10.16 The Company is not required to recognise any equitable, contingent, future or partial interest in any Share or unit of a Share or any other right in respect of a Share except an absolute right of ownership in the

registered holder, whether or not it has notice of the interest or right concerned, except as required by law.

- 10.17 Where Shares are held on trust for any person, the trustee (or the trustees who are registered jointly as a Shareholder Member) will for all the purposes of the Company be regarded as a Shareholder Member of the Company.

Application and investment of funds

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

Liability of Members

- 10.19 Subject to Rule 10.21, the liability of Members of the Company is limited and each Member undertakes to contribute to the Company's property if the Company is wound up while they are a Member or within one year after they cease to be a Member, for payment of the Company's debts and liabilities contracted before they cease to be a Member and of the costs, charges and expenses of the winding up and for adjustment of the rights of the contributories among themselves, an amount not exceeding the sum of \$1.00.
- 10.20 In addition to the amount referred to in Rule 10.19, Shareholder Members are also liable to pay the amount (if any) unpaid on any Shares held by them.
- 10.21 Rule 10.19 does not apply to those Guarantee Members who are Guarantee Members by virtue of Rule. 3.1.

11 General meetings

General meeting

- 11.1 The Directors may convene a general meeting of the Company and the Directors must convene and arrange to hold a general meeting when requisitioned by Members in accordance with the Corporations Act .

Notice of general meeting

- 11.2 Except where Section 249H(2) applies, at least 21 days' notice must be given of a meeting of the Members, exclusive of the day on which the notice is served or deemed to be served and of the day for which notice is given.
- 11.3 Notice of a meeting of Members must be given in accordance with Section 249J, and the replaceable rule in Section 249J (4) applies.
- 11.4 A notice of a general meeting must:
- (a) set out the place, date and time of meeting, and state the general nature of the business to be dealt with at the meeting and, if the meeting is to be held in two or more places, the technology that will be used to facilitate the holding of the meeting in that manner; and
 - (b) state that:
 - (i) a Member who is entitled to attend and cast a vote at the meeting has a right to appoint a proxy;
 - (ii) a proxy need not be a Member; and

- (iii) a Member (if any) who is entitled to cast two or more votes may appoint two proxies and may specify the proportion or number of votes which each proxy is appointed to exercise.
- 11.5 If a special resolution is to be proposed, the notice of meeting must set out an intention to propose the special resolution and state the resolution.
- 11.6 The non-receipt of notice of a general meeting by, or the accidental omission to give notice of a general meeting to, a person entitled to receive notice does not invalidate any resolution passed at the general meeting.

Postponement or cancellation of meeting

- 11.7 Where a general meeting (including an annual general meeting) is convened by the Directors they may, whenever they think fit, cancel the meeting or postpone the holding of the meeting to a date and time determined by them.
- 11.8 Written notice of cancellation or postponement of a general meeting must be given to each Member individually and to each other and such other person as is entitled under the Corporations Act or this Constitution and must specify the reason for cancellation or postponement (as the case may be).
- 11.9 A notice postponing the holding of a general meeting must specify:
 - (a) a date and time for the holding of the meeting; and
 - (b) a place for the holding of the meeting which may be either the same as or different from the place specified in the notice convening the meeting; and
 - (c) if the meeting is to be held in two or more places, the technology that will be used to facilitate the holding of the meeting in that manner.
- 11.10 The number of clear days from the giving of a notice postponing the holding of a general meeting to the date specified in that notice for the holding of the postponed meeting must not be less than the number of clear days' notice of the meeting required to be given by this Constitution or the Corporations Act.
- 11.11 The only business that may be transacted at a general meeting the holding of which is postponed is the business specified in the notice convening the postponed meeting.
- 11.12 The accidental omission to give notice of the cancellation or postponement of a meeting to, or the non-receipt of any such notice by, any Member or person entitled to notice does not invalidate that cancellation or postponement or any resolution passed at a postponed meeting.
- 11.13 Where:
 - (a) by the terms of an instrument appointing a proxy or attorney or of an appointment of a Representative, a proxy or an attorney or a Representative is authorised to attend and vote at a general

meeting to be held on a specified date or at a general meeting or general meetings to be held on or before a specified date; and

- (b) the date for holding the meeting is postponed to a date later than the date specified in the instrument of proxy, power of attorney or appointment of Representative,

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

- 11.14 Rules 11.7 to 11.13 (both inclusive) do not apply to a general meeting convened by Members under Section 249F or by the Directors pursuant to a requisition of Members under the Corporations Act.

12 Proceedings at general meetings

Representation of Member

- 12.1 A Member entitled to vote may be present and vote in person or may be represented at any meeting of the Company by:
 - (a) proxy;
 - (b) attorney; or
 - (c) in the case of a body corporate which is a Member, a Representative.
- 12.2 Unless the contrary intention appears, a reference to a Member in Part 12 means a person who is a Member, or is a proxy, attorney or Representative of that Member.

Quorum

- 12.3 Subject to Rule 12.6, five Members entitled to attend and vote at the meeting present in person are a quorum at a general meeting.
- 12.4 An item of business may not be transacted at a general meeting unless a quorum is present when the meeting proceeds to consider it. If a quorum is present at the beginning of a meeting it is to be deemed present throughout the meeting unless the chairman of the meeting on the chairman's own motion or at the instance of a Member, proxy, attorney or Representative who is present otherwise declares.
- 12.5 If within 30 minutes after the time appointed for a meeting a quorum is not present, the meeting:
 - (a) if convened by, or on requisition of, Members, is dissolved; and
 - (b) in any other case stands adjourned to the same day in the next week and the same time and place, or to such other day, time and place as the Directors appoint by notice to the Members and others entitled to notice of the meeting.
- 12.6 At a meeting adjourned under Rule 12.5(b) two persons each being a Member, or a proxy, attorney or Representative of a Member present at the meeting are a quorum and, if a quorum is not present within 10



minutes after the time appointed for the adjourned meeting, the meeting is dissolved.

Appointment and powers of chairman of general meeting

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

the following may preside as chairman of the meeting (in order of precedence): the deputy chairman (if any); a Director chosen by a majority of the Directors present; the only Director present; a Member chosen by a majority of the Members present in person or by proxy, attorney or Representative.

- 12.9 The chairman of a general meeting:
- (a) has charge of the general conduct of the meeting and of the procedures to be adopted at the meeting;
 - (b) may determine any dispute about the admission or rejection of a vote (including a vote recorded in a form of proxy);
 - (c) may require the adoption of any procedure which is in the chairman's opinion necessary or desirable for proper and orderly debate or discussion and the proper and orderly casting or recording of votes at the general meeting; and
 - (d) may, having regard where necessary to Sections 250S and 250T, terminate discussion or debate on any matter whenever the chairman considers it necessary or desirable for the proper conduct of the meeting,

and a decision by the chairman under this Rule is final.

Adjournment of general meetings

- 12.10 The chairman may, and must if so directed by the meeting, adjourn the meeting to a new day, time or place, but no business may be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- 12.11 When a meeting is adjourned for one month or more, notice of the adjourned meeting must be given as in the case of an original meeting.
- 12.12 Except as provided by Rule 12.11, it is not necessary to give any notice of an adjournment or of the business to be transacted at any adjourned meeting.
- 12.13 A demand for a poll does not prevent the continuance of the meeting for the transaction of any business other than the question on which the poll has been demanded.

- 12.14 A resolution passed at a meeting resumed after an adjournment is passed on the day it was passed.

Voting on a resolution

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

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

by:

- (d) the chairman;
- (e) not less than 5 Members entitled to vote on the resolution; or
- (f) Members with at least 5% of the votes that may be cast on the resolution of a poll.

On a show of hands, a declaration by the chairman is conclusive evidence of the result.

Questions decided by majority

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

Poll

- 12.17 If a poll is properly demanded, it must be taken in the manner and at the date and time directed by the chairman and the result of the poll is the resolution of the meeting at which the poll was demanded.
- 12.18 A poll demanded on the election of a chairman or on a question of adjournment must be taken immediately.
- 12.19 A demand for a poll may be withdrawn.

Equality of votes - chairman's casting vote

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

Offensive material

- 12.21 A person may be refused admission to, or required to leave and not return to, a meeting if the person:
- (a) refuses to permit examination of any article in the person's possession; or
 - (b) is in possession of any:
 - (i) electronic or recording device;

- (ii) placard or banner; or
- (iii) other article;

which the chairman considers to be dangerous, offensive or liable to cause disruption.

Entitlement to vote

- 12.22 Subject to Rule 12.23 and any rights or restrictions for the time being attached to any class or classes of Shares and irrespective of the number of accounts or Shares held or whether the person is the primary joint Guarantee Member or primary joint Shareholder Member:
- (a) on a show of hands, each Member present in person and each other person present as a proxy, attorney or Representative of a Member has one vote.
 - (b) on a poll, each Member present in person has one vote and each person present as proxy or attorney or Representative of a Member has one vote for each Member that the person represents.
- 12.23 Subject to any rights or restrictions for the time being attached to any class or classes of Shares, a Member is entitled to vote at a meeting if, and only if:
- (a) in the case of a Guarantee Member, the Member has been a Member of the Company for a period of at least 180 days immediately preceding the relevant meeting; or
 - (b) in the case of a Shareholder Member, the Member has been a Member of the Company for a period of at least 180 days immediately preceding the relevant meeting and all calls and other sums due and presently payable by the Member in respect of the Member's Shares have been paid.
- 12.24 A Member may be required to provide reasonable evidence to establish their voting rights under Rule 12.23.
- 12.25 If a Member has been appointed to act as a Representative, proxy or attorney of another Member that person may vote both as a Member and for that other Member if the requirements of Rule 12.23 are satisfied.
- 12.26 Section 250E(2) of the Corporations Act is excluded from application.
- 12.27 A proxy's authority to speak and vote for a Member at a meeting is suspended while the Member is present at the meeting.

Joint Members' vote

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



Vote of Member of unsound mind

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

Objection to voting qualification

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

Appointment of proxy

- 12.31 A Member entitled to attend and vote at a meeting of Members may appoint a person as the Member's proxy to attend and vote for the Member at the meeting. A proxy need not be a Member.
- 12.32 A person may not act as proxy for more than 10 members unless that person is the Chairman of the meeting in which case this limitation does not apply.
- 12.33 An appointment of a proxy is valid if it is signed by the Member making the appointment and contains the following information:
- (a) the Member's name and address;
 - (b) the Company's name;
 - (c) the proxy's name or the name of the office held by the proxy; and
 - (d) the meetings at which the appointment may be used.

An appointment may be a standing one.

- 12.34 An undated appointment is to be taken to have been dated on the day it is given to the Company.
- 12.35 An appointment may specify the way the proxy is to vote on a particular resolution. In that event:
- (a) the proxy need not vote on a show of hands, but if the proxy does so, the proxy must vote that way;
 - (b) if the proxy has two or more appointments that specify different ways to vote on the resolution, the proxy must not vote on a show of hands;
 - (c) if the proxy is the chairman, the proxy must vote on a poll, and must vote that way; and
 - (d) if the proxy is not the chairman, the proxy need not vote on a poll, but if the proxy does so, the proxy must vote that way.
 - (e) If:

(a) an appointment of a proxy specifies the way the proxy is to vote on a particular resolution at a meeting of the company's members; and

(b) the appointed proxy is not the chair of the meeting; and

(c) at the meeting, a poll is duly demanded on the question that the resolution be passed;
and

(d) either of the following apply:

(i) if a record of attendance is made for the meeting—the proxy is not recorded as attending;

(ii) the proxy does not vote on the resolution;

the chair of the meeting is taken, before voting on the resolution closes, to have been appointed as the proxy for the purposes of voting on the resolution at that meeting.

(f) A proxy must not vote on a resolution connected directly or indirectly with the remuneration of a member of the key management personnel for the Company, if:

(a) the proxy is either:

(i) a member of the key management personnel for the Company; or

(ii) a closely related party of a member of the key management personnel for the Company ; and

(b) the appointment does not specify the way the proxy is to vote on the resolution.

If a proxy is also a Member, this Rule does not affect the way that the person can cast any voting rights that person has.

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

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

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

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

Receipt of proxy and other instruments

12.40 An instrument appointing a proxy may not be treated as valid unless the instrument (and any power of attorney under which the instrument is signed or, in the case of an unregistered power, a copy of that power or authority certified as a true copy) is received by the Company not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote at

the Registered Office or at any other place specified for that purpose in the notice convening the meeting.

If the notice convening a general meeting specifies a facsimile number to which a proxy and related materials may be sent, then receipt by the facsimile machine on that number of a complete and legible facsimile of the document will be taken as a receipt by the Company at a specified place for the purposes of this Rule.

Validity of vote in certain circumstances

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

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

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

Director entitled to notice of meeting

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

Auditor entitled to notice of meeting

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

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

13 The Directors

Number of Directors

13.1 The number of Directors is to be 6.

Appointment of Director

13.2 The Company may by election at an annual general meeting fill the vacancies caused by Directors retiring under Rules 13.9 and 13.10.

13.3 An election of Directors is to be held by ballot except where nominations are equal or less than the number of positions to be filled. If a ballot is not held Directors will be elected by separate resolution for each candidate.

13.4 In order to be nominated as a Director, a candidate must:

- (a) be eligible for election under Rule 13.12 and, if elected, not be required to vacate office under Rule 13.29;
- (b) be nominated by two Members; and

- (c) consent to nomination.
- (d) be approved by the Nominations Committee.

13.5 Nominations close 60 days before the annual general meeting.

13.6 In addition to Rule 13.2 but subject to Rule 13.1, the Company in general meeting may by resolution and the Directors may at any time appoint any person to be a Director, either to fill a casual vacancy or as an addition to the existing Directors.

13.7 The Directors may waive the requirements of Rule 13.12 in the case of a Director appointed to fill a casual vacancy.

Removal of Director

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

Retirement of Directors

13.9 At each annual general meeting, one quarter of the Directors (inclusive of Directors retiring under Rule 13.10), or if their number is not a multiple of 4, then the number nearest to but not less than one quarter, must retire from office. The Directors to retire by rotation are those who have been longest in office since their last election. Directors elected on the same day may agree among themselves or determine by lot which of them must retire.

13.10 A Director appointed to fill a casual vacancy must retire at the start of the next annual general meeting of the Company.

13.11 Subject to Rule 13.12, and provided the Director would not be required to vacate office under Rule 13.29 if elected, a Director retiring under Rule 13.9 or 13.10 is eligible for re-election without nomination.

Qualification of Directors

13.12 A Director is not required to hold a Share in the Company but must be a Member. A person may only be appointed as a Director if they have been a Member for not less than 3 years immediately prior to appointment as a Director.

The Directors may at their discretion vary or waive the requirements of this Rule 13.12 in relation to a particular Director.

13.13 A person is not eligible to be a Director if the person is 2 months in arrears in relation to money due to the Company and has failed to make arrangements for payment satisfactory to the Company.

Remuneration of Directors

13.14 Subject to Rule 13.16, the Directors are entitled to be paid out of the funds of the Company as remuneration for their services as Directors such sum accruing from day to day as the Company in general meeting determines.

13.15 In the absence of apportionment determined by the meeting, the Directors may determine how the sum for their remuneration is to be apportioned among them (excluding the remuneration of any employee Director in respect of their employment) and how and when it is to be paid.

- 13.16 If the number of Directors in office is greater than the number in office when the Directors' remuneration was last determined (whether at a general meeting or by Rule 13.14) each additional Director is entitled, until the remuneration of the Directors is next determined at a general meeting, to be paid as remuneration for services as a Director an amount per annum up to a limit obtained by dividing the aggregate amount paid to the other Directors as remuneration for their services as Directors by the number of the other Directors.
- 13.17 If a Director at the request of the Directors performs additional or special duties for the Company, the Company may remunerate that Director by payment of a fixed sum or salary to be determined by the Directors and that remuneration may be either in addition to or in substitution for that Director's remuneration under the preceding Rules.
- 13.18 The Company may pay a retiring Director, or the estate of a Director who dies in office, a retirement benefit in recognition of past services in the amount determined by the Directors, but not exceeding the maximum amount permitted to be paid by the Corporations Act without further approval by Members. The Company may also enter into a contract with a Director providing for payment of a retirement benefit. A retirement benefit paid under this Rule is not remuneration to which Rule 13.14 applies.

Travelling expenses

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

Director's interests

- 13.20 A Director is not disqualified by the Director's office and the fiduciary relationship established by it from holding any office or place of profit, other than that of auditor, under the Company or a related body corporate of the Company. A Director may, subject to the Corporations Act :
- (a) be or become a director of or otherwise hold office or a place of profit in any other company promoted by the Company or in which the Company may be interested as vendor, shareholder or otherwise;
 - (b) contract or make any arrangement with the Company or any related body corporate whether as vendor, purchaser, broker, solicitor or accountant or other professional person or otherwise and any contract or arrangement entered or to be entered into by or on behalf of the Company or any related body corporate in which any Director is in any way interested is not avoided for that reason; and
 - (c) participate in any association, institution, fund, trust or scheme for past or present employees or Directors of the Company or any related body corporate, or any of their respective predecessors in business or their dependants or persons connected with them.
- 13.21 A Director who:
- (a) holds any office or place of profit under the Company;



- (b) holds any office or place of profit referred to in Rule 13.20(a);
 - (c) is involved in a contract or arrangement referred to in Rule 13.20(b); or
 - (d) participates in an association or otherwise under Rule 13.20(c),
- is not by reason only of that fact or any interest resulting from it or the fiduciary relationship established by it liable to account to the Company for any remuneration or other benefits accruing from it.

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

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

13.24 A Director who has a material personal interest in a matter that is being considered at a meeting of the Directors may not:

- (a) vote on the matter (or in relation to a proposed resolution specified in Section 195(2) in relation to the matter, whether in relation to that or a different Director); or
- (b) be present while the matter (or a proposed resolution of that kind) is being considered at the meeting,

except as permitted by Section 195(1). Except as provided by this Rule, a Director is not disqualified from voting as contemplated by paragraph (a) or from being present as contemplated by paragraph (b).

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

13.26 For the purposes of Rule 13.24, a Director does not have an interest in a matter relating to an existing or proposed contract of insurance merely because the contract insures, or would insure, the Director against a liability incurred by the Director as an officer of the Company or of a related body corporate. This Rule does not apply if the Company is the insurer.

13.27 The restrictions contained in Rule 13.24 may at any time or times be suspended or relaxed to any extent and either prospectively or retrospectively by resolution of the Company in general meeting, if that is permitted by the Corporations Act .

13.28 If a Director has a material personal interest in a matter the Director may not participate in the execution of any instrument by or on behalf of the Company and whether through signing or sealing the same or otherwise.

Vacation of office of Director

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

- (a) becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under the law relating to mental health;
- (b) resigns from the office by notice in writing to the Company;
- (c) is removed from office under Rule 13.8(a);
- (d) ceases to hold office under Rule 13.9;
- (e) is absent from 3 consecutive ordinary meetings of the Board without its leave;
- (f) dies;
- (g) ceases to be a Member of the Company;
- (h) fails to maintain at a minimum, the Deposit requirement specified in Rule 13.12 and the situation is not rectified within 5 business days of the breach being notified to the Director;
- (i) is 2 months in arrears in relation to any money due to the Company and has failed to make arrangements for payment satisfactory to the Company; or
- (j) becomes an employee of the Company (except if appointed under Rule 15.35).

14 Powers and duties of Directors

Directors to manage Company

- 14.1 The business of the Company is to be managed by the Directors, who may exercise all such powers of the Company as are not, by the Corporations Act or by this Constitution, required to be exercised by the Company in general meeting.
- 14.2 Without limiting the generality of Rule 14.1, the Directors may exercise all the powers of the Company to borrow or raise money, to charge any property or business of the Company or all or any of its uncalled capital and to issue debentures or give any other security for a debt, liability or obligation of the Company or of any other person.

Power to delegate

- 14.3 Without limiting Rule 14.4, the Directors may delegate all or any of their powers, authorities or discretions.

Appointment of attorney

- 14.4 The Directors may, by power of attorney, appoint any person or persons to be the attorney or attorneys of the Company for the purposes and with the powers, authorities and discretions vested in or exercisable by the Directors for such period and subject to such conditions as they think fit.
- 14.5 Any such power of attorney may contain such provisions for the protection and convenience of persons dealing with the attorney as the Directors think fit and may also authorise the attorney to delegate all or any of the powers, authorities and discretions vested in the attorney.

Minutes

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

B&E Constitution

Approved at Annual General Meeting 31 October 2017



Execution of Company cheques, etc

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

Confidentiality

- 14.8 Except as otherwise required by law, every Director and other agent or officer of the Company must:
- (a) keep secret all aspects of all transactions of the Company except:
 - (i) to the extent necessary to enable the Director, agent or officer to perform their duties to the Company; and
 - (ii) as required by law; and
 - (b) if requested by the Directors, sign and make a declaration not to disclose or publish any aspect of any transaction of the Company.

Custody of papers

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

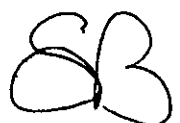
15 Proceedings of Directors

Directors' meetings

- 15.1 The Directors may meet together for the despatch of business and adjourn and otherwise regulate their meetings as they think fit.
- 15.2 A Director may at any time, and the Secretary must on the written request of a Director, convene a Directors' meeting.
- 15.3 Except as specified in Rule 15.4, at least 48 hours' notice must be given to each Director of all Directors' meetings.
- 15.4 Directors' meetings may be convened on less than 48 hours' notice where:
- (a) the Chairman determines that there are exceptional circumstances; or
 - (b) a majority of Directors authorise the Secretary to convene a meeting on shorter notice.
- 15.5 Directors' meetings shall be held at least every two months.

Notice of Meeting

- 15.6 It is not necessary to give notice of a Directors' meeting to a Director who the Secretary, when giving notice to the other Directors, reasonably believes to be outside Australia, and will not be returning before the date of the Directors' meeting.



Questions decided by majority

- 15.7 Questions arising at a Directors' meeting are to be decided by a majority of votes of Directors present and entitled to vote and any such decision is for all purposes to be deemed a decision of the Directors.
- 15.8 A person who is present at a Directors' meeting as an Alternate Director or as a proxy for another Director has one vote for each absent Director who would be entitled to vote if present at the meeting and for whom that person is an Alternate Director or proxy, and if that person is also a Director has one vote as a Director in that capacity.

Chairman's casting vote

- 15.9 In the event of an equality of votes, the chairman of the Directors' meeting has a casting vote.

Alternate directors and proxies

- 15.10 Subject to the Corporations Act, a Director may appoint a person approved by a majority of the Directors to be an Alternate Director in the Director's place during such period as the Director thinks fit.
- 15.11 An Alternate Director is entitled to notice of all Directors' meetings and, if the appointor does not attend a Directors' meeting, is entitled to attend and vote in the appointor's stead.
- 15.12 An Alternate Director may exercise all the powers except the power to appoint an Alternate Director and, subject to the Corporations Act, may perform all the duties of the appointor insofar as the appointor has not exercised or performed them.
- 15.13 Whilst acting as a Director, an Alternate Director is responsible to the Company for the Alternate Director's own acts and defaults and the appointor is not responsible for them.
- 15.14 An Alternate Director is not entitled to receive from the Company any remuneration or benefit under Rule 13.14 or 13.18.
- 15.15 The appointment of an Alternate Director may be terminated at any time by the appointor notwithstanding that the period of the appointment of the Alternate Director has not expired, and terminates in any event if the appointor ceases to be a Director.
- 15.16 An appointment, or the termination of an appointment, of an Alternate Director must be effected by a notice in writing signed by the Director who makes or made the appointment and delivered to the Company.
- 15.17 An Alternate Director is not to be taken into account separately from the appointor in determining the number of Directors.
- 15.18 A Director may attend and vote by proxy at a Directors' meeting if the proxy:
- (a) is another Director; and
 - (b) has been appointed in writing under the signature of the appointor,

and such an appointment may be general or for one or more particular Directors' meetings. A Director present as a proxy for another Director



who would be entitled to vote if present at the Directors' meeting has one vote for that other Director and one vote as a Director in that capacity.

Quorum for Directors' meeting

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

If, within 30 minutes of the time appointed for a Directors' meeting, a quorum is not present the meeting will stand adjourned to the same day, time and place in the next week.

Remaining Directors may act

- 15.20 The continuing Directors may act notwithstanding a vacancy in their number but, if and so long as their number is reduced below the minimum fixed by Rule 13.1, the continuing Directors may, except in an emergency, act only for the purpose of filling vacancies to the extent necessary to bring their number up to that minimum or of convening a general meeting.

Chairman and Deputy Chairman

- 15.21 The Directors must elect a Director as chairman of Directors' meetings and may determine the period for which the chairman will hold office.
- 15.22 The Directors may also elect a Director as deputy chairman of Directors' meetings to act in the chairman's absence and may determine the period for which the deputy chairman will hold office.
- 15.23 The chairman and deputy chairman, whilst remaining qualified to act as a Director, may only be removed from office by resolution of which notice has been given to all Directors not less than 14 days before the Directors' meeting at which the resolution is proposed. The Directors' meeting must be one which the chairman and deputy chairman attends unless the chairman or deputy chairman wilfully absents himself or herself from that meeting.
- 15.24 If no chairman or deputy chairman is elected or if the chairman or deputy chairman is not present at any Directors' meeting within 10 minutes after the time appointed for the meeting to begin, the Directors present must elect a Director to be chairman of the meeting.
- 15.25 A chairman or deputy chairman who ceases to be a Director, also ceases to be the chairman or deputy chairman.

Directors' committees

- 15.26 The Directors may delegate any of their powers, other than powers required by law to be dealt with by directors as a board, to a committee or committees consisting of at least one of their number and such other persons as they think fit.
- 15.27 A committee to which any powers have been delegated under Rule 15.26 must exercise the powers delegated in accordance with any directions of the Directors and a power so exercised is deemed to have been exercised by the Directors.



- 15.28 The members of a committee may elect one of their number as chairman of their meetings. If a meeting of a committee is held and:
- (a) a chairman has not been elected; or
 - (b) the chairman is not present within 10 minutes after the time appointed for the holding of the meeting or is unable or unwilling to act,
- the members involved may elect one of their number to be chairman of the meeting.
- 15.29 A committee may meet and adjourn as it thinks proper.
- 15.30 Questions arising at a meeting of a committee are to be determined by a majority of votes of the members involved and voting. The chairman, in addition to the chairman's deliberative vote, has a casting vote.

Written resolution by Directors

- 15.31 A resolution in writing signed by all the Directors who are then in Australia and are eligible to vote on the resolution (being at least a quorum) is as valid and effectual as if it had been passed at a Directors' meeting held at the time when the written resolution was signed by the last eligible Director to sign it. A written resolution may consist of several documents in like form, each signed by one or more Directors. Any such document may be in the form of a facsimile transmission.

Use of technology

- 15.32 A Directors' meeting may be called or held using any technology consented to by each Director. The consent may be a standing one. A Director may only withdraw consent at least 7 business days before the meeting.
- 15.33 The Directors need not all be physically present in the same place for a Directors' meeting. A Director who participates in a Directors' meeting held in accordance with this Rule is deemed to be present and entitled to vote at the meeting.

Validity of acts of Directors

- 15.34 All acts of the Directors, Alternate Directors, a committee or a person or committee or member of a committee are valid notwithstanding that it is afterwards discovered that there was some defect in the appointment, election or qualification of them or any of them or that they or any of them were disqualified or had vacated office.

Appointment of Managing and Executive Directors

- 15.35 The Directors may appoint one or more of their number to the office of Managing Director or as an Executive Director or to any other office, except auditor, of employment under the Company for the period and on the terms they think fit. The Directors may, subject to the terms of any contract between the relevant Director and the Company, at any time remove or dismiss any Managing Director or Executive Director from that office and may appoint another Director in their place. A Managing Director or Executive Director automatically ceases to be a Managing Director or Executive Director on ceasing to be a Director.

A handwritten signature in black ink, consisting of stylized, overlapping loops and curves, resembling the letters 'EB' or a similar monogram.

Remuneration of Managing and Executive Directors

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

Powers of Managing and Executive Directors

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

Nominations Committee

- 15.38 (a) The Directors must appoint and maintain a Nominations Committee of not less than 3 Directors.
- (b) The Nominations Committee will:-
- (i) assess the fitness and propriety of Directors and candidates for Nomination as a Director; and
 - (ii) ensure that the necessary composition of the Board is maintained; as required by any policy adopted by the Company, the Corporations Act and current regulatory standards.

16 Secretary

Appointment of Secretary

- 16.1 There must be at least one Secretary who is to be appointed by the Directors.

Suspension and removal of Secretary

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

Powers, duties and authorities of Secretary

- 16.3 The Directors may vest in a Secretary such powers, duties and authorities as they may from time to time determine and the Secretary must exercise all such powers and authorities subject at all times to the control of the Directors.

17 Seals

Common and duplicate common seal

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

Use of common seal

- 17.3 The common seal may be used only by the authority of the Directors, or of a committee of the Directors authorised by the Directors to authorise the use of the common seal. Every document to which the common seal is affixed must be signed by any two persons being a Director, a Secretary



or another person or persons appointed by the Directors to sign that document or a class of documents in which that document is included.

18 Inspection of records

Inspection by Members

- 18.1 Subject to the Corporations Act, the Directors may determine whether and to what extent, and at what time and places and under what conditions, the accounting records and other documents of the Company or any of them will be open to the inspection of Members (other than Directors), and a Member (other than a Director) does not have the right to inspect any document of the Company except as provided by law or authorised by the Directors or by the Company in general meeting.

19 Dividends and reserves

Payment of dividend

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

No interest on dividends

- 19.2 Interest is not payable by the Company on a dividend.

Reserves and profits carried forward

- 19.3 The Directors may, before paying any dividend, set aside out of the profits of the Company such sums as they think proper as reserves, to be applied, at the discretion of the Directors, for any purpose for which the profits of the Company may be properly applied.
- 19.4 Pending any such application, the reserves may, at the discretion of the Directors, be used in the business of the Company or be invested in such investments as the Directors think fit.
- 19.5 The Directors may carry forward so much of the profits remaining as they consider ought not to be distributed as dividends without transferring those profits to a reserve.

Calculation and apportionment of dividends

- 19.6 Subject to the rights of persons (if any) entitled to Shares with special rights as to dividend and to the terms of any issue of Shares to the contrary all dividends are to be paid:
- (a) in the case of fully paid Shares, to their holders in proportion to the number of Shares held by them respectively; or
 - (b) in the case of Shares which are not fully paid Shares, to their holders according to the amounts paid or credited as paid on those Shares, apportioned and paid proportionately to the amounts paid or credited as paid on the Shares during any portion or portions of the period in respect of which the dividend is paid.
- 19.7 An amount paid or credited as paid on a Share in advance of a call is not to be taken as paid or credited as paid on the Share for the purposes of Rule 19.6.



Deductions from dividends

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

Distribution of specific assets

- 19.9 When paying a dividend, the Directors may:
- (a) resolve that the dividend be satisfied either wholly or partly by the distribution of specific assets to some or all of the persons entitled to the dividend, including fully paid Shares in or debentures of the Company or fully paid Shares in or debentures of any other body corporate; and
 - (b) direct that the dividend payable in respect of any particular Shares be satisfied wholly or partly by such a distribution and that the dividend payable in respect of other Shares be paid in cash.
- 19.10 If a difficulty arises in regard to a distribution under Rule 19.9, the Directors may:
- (a) settle the matter as they consider expedient; and
 - (b) fix the value for distribution of the specific assets or any part of those assets;
 - (c) determine that cash payments will be made to, or at the direction of, any Shareholder Members on the basis of the value so fixed in order to adjust the rights of all parties; and
 - (d) vest any such specific assets in trustees as the Directors consider expedient.

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

Payment by cheque and receipts from joint holders

- 19.11 A dividend, interest or other money payable in cash in respect of Shares may be paid:
- (a) by cheque sent through the post directed to the address of the holder as shown in the Register or, in the case of joint holders, to the address shown in the Register as the address of the joint holder first named in that Register;
 - (b) by cheque sent through the post directed to such other address as the holder or joint holder in writing directs; or
 - (c) by some other method of direct credit determined by the Directors to the holder or holders shown on the Register or to such person or place directed by them.
- 19.12 Any one of two or more joint holders may give an effectual receipt for any dividend, interest or other money payable in respect of the Shares held by them as joint holders.



Unclaimed dividends

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

20 Capitalisation of profits

Capitalisation of reserves and profits

20.1 The Directors:

- (a) may resolve to capitalise any sum, being the whole or a part of the amount for the time being standing to the credit of any reserve account or the profit and loss account or otherwise available for distribution to Shareholder Members; and
- (b) may but need not resolve to apply the sum in any of the ways mentioned in Rule 20.2, for the benefit of Shareholder Members in the proportions to which those Shareholder Members would have been entitled in a distribution of that sum by way of dividend.

20.2 The ways in which a sum may be applied for the benefit of Shareholder Members under Rule 20.1 are:

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

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

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

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

21 Service of documents

Service of documents

- 21.1 This Part does not apply to a notice of a meeting of Members.



- 21.2 The Company may give a document to a Member:
- (a) personally;
 - (b) by sending it by post to the address for the Member in the Register or an alternative address nominated by the Member; or
 - (c) by sending it to a fax number or electronic address nominated by the Member.
- 21.3 If a document is sent by post, delivery of the document is deemed to be effected by properly addressing, prepaying and posting a letter containing the document, and the document is deemed to have been delivered on the day after the date of its posting.
- 21.4 If a document is sent by facsimile or electronic transmission, delivery of the document is to be deemed:
- (a) to be effected by properly addressing and transmitting the facsimile or electronic transmission, and
 - (b) to have been delivered on the day following its despatch.
- 21.5 A document may be given by the Company to joint Members by giving the document to the primary joint Member .
- 21.6 A person who by operation of law, transfer or other means whatsoever becomes entitled to any Share is absolutely bound by every document given in accordance with this Rule to the person from whom that person derives title prior to registration of that person's title in the Register.

22 Audit and accounts

Company to keep accounts

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

Company to audit accounts

- 22.2 The Directors must cause the accounts of the Company to be audited in accordance with the requirements of the Corporations Act and current regulatory standards.

23 Winding up

Distribution of assets

- 23.1 If the Company is wound up, any surplus property of the Company, after first paying the Deposits and all other liabilities then repaying the capital paid up on each Share, will be distributed by the liquidator amongst those members who were members as at the date of the commencement of the winding up of the Company in equal shares if more than one.
- 23.2 The liquidator may, with the sanction of a special resolution of the Company, vest the whole or any part of any such property in trustees on such trusts for the benefit of the contributories as the liquidator thinks fit, but so that no Member is compelled to accept any shares or other securities in respect of which there is any liability.



Indemnity of officers

24.1 Every person who is or has been:

- (a) a Director of the Company or of a wholly-owned subsidiary of the Company;
- (b) a Secretary of the Company or of a wholly-owned subsidiary of the Company; or
- (c) a person making, or participating in making, decisions that affect the whole, or a substantial part, of the business of the Company or of a wholly-owned subsidiary of the Company; or
- (d) a person having the capacity to affect significantly the financial standing of the Company or of a wholly-owned subsidiary of the Company,

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

- (e) every liability incurred by the person in that capacity (except a liability for legal costs); and
- (f) all legal costs incurred in by the person in defending or resisting (or otherwise in connection with) proceedings, whether civil or criminal or of an administrative or investigatory nature, in which the person becomes involved because of that capacity,

unless and to the extent:

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

Insurance

24.2 The Company may pay or agree to pay, whether directly or through an interposed entity, a premium for a contract insuring a person who has or has had a capacity mentioned in paragraph (a), (b), (c) or (d) of Rule 24.1 against liability incurred by the person in that capacity, including a liability for legal costs, unless:

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

Contents of the Constitution of B&E Ltd

Part	Page	
1	Preliminary	1
	Definitions	1
	Interpretation	2
	Replaceable rules not to apply	3
2	Membership	3
3	Guarantee Members	3
	Application for membership	3
	Approval of application and admission to membership	3
	Delegation	4
	Minors	4
	Joint Guarantee Members	4
	Body corporate Guarantee Members	4
	Cessation of membership	4
	Death of a Guarantee Member	5
	Termination of Guarantee Membership	5
4	Shareholder Members	6
	Directors to issue Shares	6
	Share and option certificates	6
	Cessation of membership	6
	Variation of rights	7
5	Lien	7
	Lien on Share	7
	Sale under lien	8
	Transfer on sale under lien	8
	Proceeds of sale	8
6	Calls on Shares	8
	Directors to make calls	8
	Time of call	8
	Members' liability	9
	Interest on default	9
	Fixed instalments deemed calls	9
	Differentiation between Shareholders as to calls	9
	Prepayment of calls	9
7	Transfer of Shares	9
	Forms of instrument of transfer	9
	Registration procedure	9
	Directors' powers to decline to register	10
8	Transmission of Shares	10
	Transmission of Shares on death of holder	10
	Right to registration on death or bankruptcy	10
	Effect of transmission	10
9	Forfeiture of Shares	11
	Notice requiring payment of call	11
	Forfeiture for failure to comply with notice	11
	Cancellation of forfeiture	11
	Effect of forfeiture on former holder's liability	11
	Evidence of forfeiture	12
	Transfer of forfeited Share	12
	Forfeiture applies to non-payment of instalment	12
10	Rights and Liabilities of Members	12
	Financial accommodation to Members	12
	Approval	12

	Delegation of power to approve	12
	Dispute resolution	12
	Charge on deposits etc.	13
	Authorised withdrawal	13
	Recognition of interests	13
	Application and investment of funds	14
11	General meetings	14
	General meeting	14
	Notice of general meeting	14
	Postponement or cancellation of meeting	15
12	Proceedings at general meetings	16
	Representation of Member	16
	Quorum	16
	Appointment and powers of chairman of general meeting	17
	Adjournment of general meetings	17
	Voting on a resolution	18
	Questions decided by majority	18
	Poll	18
	Equality of votes - chairman's casting vote	18
	Offensive material	18
	Entitlement to vote	19
	Joint Members' vote	19
	Vote of Member of unsound mind	20
	Objection to voting qualification	20
	Appointment of proxy	20
	Receipt of proxy and other instruments	21
	Validity of vote in certain circumstances	22
	Director entitled to notice of meeting	22
	Auditor entitled to notice of meeting	22
13	The Directors	22
	Number of Directors	22
	Appointment of Director	22
	Removal of Director	23
	Retirement of Directors	23
	Qualification of Directors	23
	Remuneration of Directors	23
	Travelling expenses	24
	Director's interests	24
	Vacation of office of Director	25
14	Powers and duties of Directors	26
	Directors to manage Company	26
	Power to delegate	26
	Appointment of attorney	26
	Minutes	26
	Execution of Company cheques, etc	27
	Confidentiality	27
	Custody of papers	27
15	Proceedings of Directors	27
	Directors' meetings	27
	Notice of Meeting	27
	Questions decided by majority	28
	Chairman's casting vote	28
	Alternate directors and proxies	28

	Quorum for Directors' meeting	29
	Remaining Directors may act	29
	Chairman and Deputy Chairman	29
	Directors' committees	29
	Written resolution by Directors	30
	Use of technology	30
	Validity of acts of Directors	30
	Appointment of Managing and Executive Directors	30
	Remuneration of Managing and Executive Directors	31
	Powers of Managing and Executive Directors	31
16	Secretary	31
	Appointment of Secretary	31
	Suspension and removal of Secretary	31
	Powers, duties and authorities of Secretary	31
17	Seals	31
	Common and duplicate common seal	31
	Use of common seal	31
18	Inspection of records	32
	Inspection by Members	32
19	Dividends and reserves	32
	Payment of dividend	32
	No interest on dividends	32
	Reserves and profits carried forward	32
	Calculation and apportionment of dividends	32
	Deductions from dividends	33
	Distribution of specific assets	33
	Payment by cheque and receipts from joint holders	33
	Unclaimed dividends	34
20	Capitalisation of profits	34
	Capitalisation of reserves and profits	34
21	Service of documents	34
	Service of documents	34
22	Audit and accounts	35
	Company to keep accounts	35
	Company to audit accounts	35
23	Winding up	35
	Distribution of assets	35
24	Indemnity	36
	Indemnity of officers	36
	Insurance	36