COMPANIES ACT 2014

PUBLIC LIMITED COMPANY

CONSTITUTION

OF

ONEVIEW HEALTHCARE PLC

INCORPORATED 31 MAY 2012

(To include all amendments made up to and including 25 November 2026~~1 December 2025~~)

A&L Goodbody

Companies Act 2014

Public Limited Company

Memorandum of Association

of

ONEVIEW HEALTHCARE PLC

(as amended by all special resolutions passed up to and including 25 November 2026~~1 December 2025~~)

1. The name of the Company is "**ONEVIEW HEALTHCARE PLC**".

2. The Company is a public limited company for the purposes of Part 17 of the Companies Act 2014.

3. The objects for which the Company is established are to carry on the business of a holding company and:

    a) To carry on in Ireland or elsewhere any other business (whether manufacturing or otherwise) which may seem to the Company capable of being conveniently carried on in connection with the above objects, or calculated directly or indirectly, to enhance the value of, or render more profitable any of the company's property.

    b) To purchase, take on lease or in exchange, hire or by any other means acquire any freehold, leasehold or other property for any estate or interest whatever, any rights, privileges or easements over or in respect of any property and any buildings, offices, factories, mills, works, wharves, roads, railways, tramways, machinery, engines, rolling stock, plant, live and dead stock, barges, vessels or things, and any real or personal property or rights whatsoever which may be necessary for or may be conveniently used with, or may enhance the value of any other property of the Company.

    c) To build, construct, maintain, alter, enlarge, pull down and remove or replace any buildings, offices, factories, mills, works, wharves, roads, railways, tramways, machinery, engines, walls, fences, banks, dams, sluices or watercourses, and to clear sites for the same, or to join with any person, firm or company in doing any of the things aforesaid, and to work, manage and control the same, or join with others in doing so.

    d) To apply for, purchase or by other means acquire and protect, prolong and renew, whether in Ireland or elsewhere, any patents, patent rights, brevets d'invention, licences, protections and concessions which may appear likely to be advantageous or useful to the Company, and to use and turn to account and to manufacture under, or grant rights or privileges in respect of the same, and to expend money in experimenting upon and testing, and in improving or seeking to improve any patents, inventions or rights, which the Company may acquire or propose to acquire.

    e) To acquire and undertake the whole or any part of the business, goodwill and assets of any person, firm or company carrying on or proposing to carry on any of the businesses which this Company is authorised to carry on, and as part of the consideration for such acquisition to undertake all or any of the liabilities of such person, firm or company, or to acquire an interest in, amalgamate with, or enter into any arrangement for sharing profits, or for co-operation, or for limiting competition, or for mutual assistance with any such person, firm or company, and to give and accept by way of consideration for any of the acts or things aforesaid or property acquired, any shares, debentures, debenture stock or securities that may be agreed upon, and to hold and retain, or sell, mortgage and deal with any shares, debentures, debenture stock or securities so received.

f) To improve, manage, cultivate, develop, exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, grant rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company.

g) To invest and deal with the monies of the Company not immediately required in such shares and upon such securities and in such manner as may from time to time be determined.

h) To lend and advance money or give credit to such person, firms or companies, and on such terms as may seem expedient, and in particular to customers of and others having dealings with the Company, and to give guarantees or become surety for any such person firms or companies.

i) To borrow or raise money in such manner as the Company shall think fit, and in particular by the issue of debentures or debenture stock (perpetual or otherwise), and to secure the repayment of any money borrowed, raised or owing by mortgage, charge or lien upon the whole or any part of the Company's property or assets, (whether present or future), including its uncalled capital, and also by a similar mortgage, charge or lien to secure and guarantee the performance by the Company of any obligation or liability it may undertake.

j) To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable instruments.

k) To apply for, promote and obtain any Act of the Oireachtas, or provisional order for enabling the Company to carry any of its objects into effect or for effecting any modifications of the Company's constitution, or for any other purpose which may seem expedient, and to oppose any proceedings or applications which may seem calculated, directly or indirectly, to prejudice the Company's interests.

l) To enter into any arrangements with any governments or authorities (supreme, municipal, local or otherwise), or any corporations, companies or persons that may seem conducive to the attainment of the Company's objects, or any of them and to obtain from any such government, authority, corporation, company, or person any charters, contracts, decrees, rights, privileges, and concessions which the Company may think desirable, and to carry out, exercise and comply with any such charters, contracts, decrees, rights, privileges and concessions.

m) To subscribe for, take, purchase or otherwise acquire and hold shares or other interests in, or securities of any other company having objects altogether or in part similar to those of this Company or carrying on any business capable of being carried on so as, directly or indirectly to benefit this Company.

n) To act as agents or brokers and as trustees for any person, firm or company, and to undertake and perform sub-contracts and also to act in any of businesses of the Company through or by means of agents, brokers, sub-contractors or others.

o) To remunerate any person, firm or company rendering services to this Company, either by cash payment or by the allotment to him or them of shares or securities of the Company credited as paid up in full or in part otherwise as may be thought expedient.

p) To pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company, or to contract with any person, firm or company to pay the same, and to pay commissions to brokers and others for underwriting, placing, selling or guaranteeing the subscriptions of any shares, debentures, debenture stock or securities of this Company.

q) To support and subscribe to any charitable or public object, and any institution, society or club which may be for the benefit of the Company or its employees, or may be connected with any town or place where the company carries on business; to give pensions, gratitudes or charitable aid to any person or persons who may have served the Company, or to the wives, children or other relatives of such persons, to make payment towards insurance, and to form and contribute to provident and benefit funds for the benefit of any person employed by the Company.

r) To promote any other company for the purpose of acquiring the whole or any part of the business or property and undertaking any of the liabilities of this Company, or undertaking any business or operations which may appear likely to assist or benefit this Company, or to enhance the value of any property or business of this Company, and to place or guarantee the placing of, underwrite, subscribe for or otherwise acquire all or any part of the shams or securities of any such company as aforesaid.

s) To sell or otherwise dispose of the whole or any part of the business or property of the Company, either together or in portions, for such consideration as the Company may think fit, and in particular for shares, debentures or securities of any company purchasing the same.

t) To distribute among the members of the Company in kind any property of the Company, and in particular any shares, debentures or securities of other companies belonging to this Company, or of which this Company may have the power of disposing.

u) To procure the Company to be registered or recognised in Great Britain, Northern Ireland and in any British dominion or dependence, and any foreign country or place.

v) To do all such things as may be deemed incidental or conducive to the attainment of the above objects, or any of them.

It is hereby expressly declared that each sub-clause of this Clause shall be construed independently of the other sub-clause hereof, and that none of the objects mentioned in any sub-clause shall be deemed to be merely subsidiary to the objects mentioned in any other sub-clause.

4. The liability of the members is limited.

5. The Share Capital of the company is €1,500,000 divided into 1,500,000,000 ordinary shares of €0.001 each.~~The Share Capital of the company is €1,000,000 divided into 1,000,000,000 ordinary shares of €0.001 each~~.

6. The shares forming the capital – increase or reduced – may be increased or reduced and be divided into such classes and issued with any special rights, privileges and conditions or with such qualifications as regards preference, dividend, capital, voting or other special incidents, and be held upon such terms, as may be attached from time to time as provided by the original or any substituted or amended articles of association and regulations of the Company for the time being, but so that where shares are issued with any preferential or special rights attached thereto such rights shall not be alterable otherwise than pursuant to the provisions of the Company's articles of association for the time being.

WE, the several persons whose names, addresses and descriptions are subscribed, *wish* to be formed into a Company in pursuance of this Memorandum of Association, and we agree to take the number of shares in the capital of the Company set opposite our respective names.

Names, Addresses and Descriptions of Subscribers	Number of Shares taken by each Subscriber
Andrew McAdam 1 The Grove Highfield Park Dublin 14 Company Director	Five Hundred
Thomas O'Connor 27 Brookvale Downs Rathfarnham Dublin 14 Company Director	Five Hundred
Total Shares Taken	One Thousand

Dated this 1st day of May 2012

Witness to the above signatures:

Sinead Grimes
34 Mountainview Road
Ranelagh
Dublin 6

COMPANIES ACT 2014

PUBLIC LIMITED COMPANY

ARTICLES OF ASSOCIATION

of

ONEVIEW HEALTHCARE PLC

(as amended by all special resolutions passed up to and including 25 November 2026~~1 December 2025~~)

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COMPANIES ACT 2014

PUBLIC LIMITED COMPANY

ARTICLES OF ASSOCIATION

of

ONEVIEW HEALTHCARE PLC

(as amended by all special resolutions passed up to and including 25 November 2026~~1 December 2025~~)

PART I – PRELIMINARY

1. Interpretation

(a) The provisions of the 2014 Act which are stated therein to apply to a public limited company (or a PLC as that term is defined in the 2014 Act), save to the extent that its constitution is permitted to provide or state otherwise, will apply to the Company subject to the alterations contained in these Articles, and will bind the Company and its Members.

(b) Without prejudice to Section 1007(4) of the 2014 Act and save as otherwise expressly provided in these Articles, where a provision of these Articles covers substantially the same subject matter as any optional provision of the 2014 Act, any such optional provision of the 2014 Act shall be deemed not to apply to the Company and for the avoidance of doubt, these Articles shall be deemed to have effect and prevail over the terms of such optional provisions of the 2014 Act (and the expression "optional provision" shall take its meaning from Section 1007(2) of the 2014 Act).

(c) Sections 43(2), 77, 79, 80, 81, 95(1), 96(2) to 96(11), 124, 144(3), 144(4), 148(2), 182(2), 182(5), 183(3), 187, 188, 218, 229(1), 230, 338(5), 338(6), 1090, 1092 and 1113 of the 2014 Act shall not apply to the Company.

(d) In these Articles the following expressions shall have the following meanings:

“address”	includes any number or addresses used for the purposes of communication by way of electronic mail or electronic communication;
"Approving Resolution"	means a resolution to approve a Proportional Takeover Bid in accordance with Article 162;
"Associated Company”	any company which is a subsidiary or a holding company (which expressions shall bear the meanings respectively ascribed thereto by Sections 7 and 8 of the 2014 Act) of the

	Company, is a subsidiary of a holding company of the Company or is a company in which the Company or any of such companies as aforesaid shall for the time being hold shares entitling the holder thereof to exercise at least one-fifth of the votes at any general meeting of such company (not being voting rights which arise only in specified circumstances);
“the Acts”	the 2014 Act and all statutory instruments, acts, regulations or any other legislation which are to be read as one with, or construed as one with the 2014 Act;
"the 2014 Act"	the Companies Act 2014 and every statutory modification, replacement and re-enactment thereof for the time being in force;
the 1996 Regulations”	the Companies Act, 1990 (Uncertified Securities) Regulations, 1996 (S.I. No. 68 of 1996) and the Companies Act 1990 (Uncertified Securities) (Amendment) Regulations 2005, including any modification thereof or any regulations in substitution therefore made under Section 1086 of the 2014 Act and for the time being in force;
“these Articles”	these articles of association for the time being and from time to time in force;
"ASIC"	the Australian Securities and Investments Commission;
"Associate"	has the meaning given in sections 12, 15 and 16 of the Corporations Act as if the reference to an Associate in these Articles occurred in a provision of Chapter 6 of the Corporations Act;
"ASX"	ASX Limited or Australian Securities Exchange, as appropriate;
"ASX Settlement Operating Rules"	the operating rules of the settlement facility provided by ASX Settlement Pty Ltd (ABN 49 008 504 532);
“the Auditors”	the statutory auditors of the Company for the time being;
"Australian Policy"	policy or guidance issued by ASIC or the Panel in relation to Chapter 6 of the Corporations Act;
“the Board”	the board of directors of the Company for the time being;
“Business Day”	a day on which banks in Dublin, London and Sydney are generally open for normal business (excluding Saturdays and Sundays);
"CHESS"	the Clearing House Electronic Sub-Register System, and has the meaning given to CHESS in the ASX Settlement Operating Rules;
“the Company”	the company in respect of which these Articles are the articles of association;

“Clear Days”	in relation to the period of a notice, that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect or is deemed to take effect;
"Corporations Act"	Corporations Act 2001 (Cth) and every regulation, modification, replacement and re-enactment thereof for the time being in force;
"CUFS"	CHESS Units of Foreign Securities, and has the meaning given to CUFS in the ASX Settlement Operating Rules;
"CUFS Holder"	a record owner of CUFS according to the terms and conditions of the ASX Settlement Operating Rules;
"Deadline"	the 14th day before the last day of the bid period of the Proportional Takeover Bid;
“the Directors”	the directors for the time being of the Company, or any of them acting as the Board (or of a duly appointed committee of the Directors);
“Disclosure Notice”	has the meaning given to it in Article 6(a);
"Dispose"	has the meaning given in the Listing Rules;
“electronic communication”	information communicated or intended to be communicated to a person or public body, other than its originator, that is generated, communicated, processed, sent, received, recorded, stored or displayed by electronic means or in electronic form, including, without limitation, by making any such information including notices and any other documents available on a website or by delivering, giving or sending the same by electronic mail, but does not include information communicated in the form of speech unless the speech is processed at its destination by an automatic voice recognition system; and any references in this definition or elsewhere in these Articles to “information”, “public body”, “originator”, “electronic” and “person” shall have the same meanings respectively as in Section 2 of the Electronic Commerce Act, 2000;
“electronic communications technology”	has the meaning given to it in Section 176A of the Companies Act 2014;
“the Group”	the Company and its subsidiaries for the time being and from time to time;
“the Holder”	in respect of a meeting of holders of shares or a meeting of holders or a meeting of holders of a class of shares, the Member whose name is entered in the Register as the holder of a share or a share of that class (as the case may be) at the time specified in the notice of that meeting (or if no time is specified, at the time appointed for that meeting to commence); and otherwise in relation to any share, the

	Member whose name is entered in the Register as the holder of the share or, where the context permits or requires, the Members whose names are entered in the Register as joint holders of the share;
“Holding Lock”	has the meaning given in the Listing Rules;
"Listed Company"	has the same meaning as "listed company" when used in section 606 of the Corporations Act;
“Listing Rules”	the listing rules of ASX and any other rules of ASX which are applicable to the Company while the Company is Officially Listed, each as amended or replaced from time to time, except to the extent of any express written waiver by ASX;
"Market Announcements Platform"	means the ASX market announcements platform;
“Member(s)”	a member of the Company as defined in the Acts;
“Non-marketable Parcel”	means a parcel of Securities that is less than a Marketable Parcel;
"Marketable Parcel"	has the meaning given in the Listing Rules;
“the Office”	the registered office for the time being of the Company;
"Officially Listed"	admitted to the official list of ASX;
"Panel"	the Australian Takeovers Panel;
“Proper ASTC Transfer”	has the meaning given in the *Australian Corporations Regulations 2001*;
"Proportional Takeover Bid"	a Takeover Bid for a specified proportion of all shares;
“Record Date”	a date and time specified by the Company for eligibility for voting at a general meeting which may not be more than 48 (forty-eight) hours before the general meeting to which it relates;
“the Register”	the register of Members to be kept as required by the Acts or the Listing Rules, and where appropriate includes any sub-register or branch register;
"Relevant Interest"	has the meaning given in sections 608 and 609 of the Corporations Act;
"Restricted Securities"	has the meaning given in the Listing Rules;
"Restriction Notice"	shall have the same meaning as in Article 69;
“the Seal”	the common seal of the Company or (where relevant) the official securities seal kept by the Company pursuant to

	the Acts;
“the Secretary”	any person appointed to perform the duties of the Secretary of the Company;
"Securities"	for the purposes of Articles 2(f), 5(c), 13, 128 and Part XI, has the meaning given in the Listing Rules, which relevantly includes: (a) shares in, or debentures of, a body; or (b) units of such shares; but does not include: (c) a derivative, other than an option to acquire by way of transfer a security covered by paragraph (a) or (b); or (d) a security that has attached to its rights to participate in a retirement village scheme;
"Securities Holder"	for the purposes of Part XI, means a holder of Securities or a CUFS Holder, as applicable;
“the State”	the Republic of Ireland;
"Takeover Bid"	the meaning given in the Corporations Act as if the Company was a Listed Company incorporated in Australia;
"Trading Day"	a day determined by ASX to be a trading day and notified to market participants being: (i) a day other than a Saturday, Sunday, New Year's Day, Good Friday, Easter Monday, Christmas Day, Boxing Day, and any other day which ASX declares and publishes is not a trading day; and (ii) notwithstanding (i), a day which for the purposes of settlement, ASX declares is a trading day notwithstanding that dealings between market participants are suspended on that day;
“treasury shares”	shares in the Company which have been redeemed or purchased by the Company and (save where the context otherwise admits or requires) which are held as treasury shares pursuant to and in accordance with Section 109 of the 2014 Act;
"Voter"	means a person (other than the person making the offer under a Proportional Takeover Bid or an Associate of that person) who, as at the end of the day on which the first offer under that Proportional Takeover Bid was made, held Voting Shares;
"Voting Power"	the meaning given in section 610 of the Corporations Act;
"Voting Shares"	a share that carries any voting rights beyond the following: (a) a right to vote while a dividend (or part of a dividend) in respect of the share is unpaid; (b) a right to vote on a proposal to reduce the Company's share capital; (c) a right to vote on a resolution to approve the terms of a buy-back agreement; (d) a right to vote on a proposal that affects the rights

attached to the share;

(e) a right to vote on a proposal to wind the Company up; and

(f) a right to vote on a proposal for the disposal of the whole of the Company's property, business and undertaking;

"warrants to subscribe" a warrant or certificate or similar document indicating the right of the registered holder thereof (other than under a share option scheme for employees) to subscribe for shares in the Company.

(e) Subject to Article 148, expressions in these Articles referring to writing shall be construed, unless the contrary intention appears, as including references to printing, lithography, photography and to writing in electronic form and any other modes of representing or reproducing words in a visible form. Expressions in these Articles referring to execution of any document shall include any mode of execution whether under seal or under hand.

(f) Unless specifically defined herein or the context otherwise requires, words or expressions contained in these Articles and not specifically defined herein shall bear the same meanings as in the Acts and the 1996 Regulations but excluding any statutory modification thereof not in force when these Articles become binding on the Company.

(g) The headings and captions included in these Articles are inserted for convenience of reference only and shall not be considered a part of or affect the construction or interpretation of these Articles.

(h) References in these Articles to the Listing Rules and/or the ASX Settlement Operating Rules and/or any provisions thereof shall not be effective unless and until the Company's Securities become Officially Listed.

(i) References in these Articles to the Acts, the Listing Rules, the ASX Settlement Operating Rules or any of them or to any other enactment (including any sections or provisions of subordinated legislation) or any section or provision thereof shall mean the Acts, the Listing Rules, the ASX Settlement Operating Rules or such enactment, subordinated legislation, section or provision (as the case may be) as the same may be consolidated, amended, modified or re-enacted from time to time and may be from time to time and for the time being in force.

(j) In these Articles the masculine gender shall include the feminine and neuter, and vice versa, and the singular number shall include the plural and vice versa, and words importing persons shall include firms or companies.

(k) In these Articles: references to Euro or cent or € or c shall refer to the single currency of participating member states of the European Union, being the lawful currency of the State; and references to Dollars or cent or $ shall refer to the lawful currently for the time being of Australia;

(l) References herein to a share (or to a holding of shares) being in uncertificated form are references to that share being an uncertificated unit of a security, as such term is defined in the 1996 Regulations.

(m) No reference to any person in these Articles who is not a Member shall confer on such person the right to object, prevent or in any way interfere with the amendment of these Articles or any part thereof.

(n) Subject to the Acts, where for any purpose an ordinary resolution of the Company is required, a special resolution shall also be effective.

2. Consistency with Listing Rules

(a) Subject only to the Acts and applicable law:

(1) despite anything contained in these Articles, if the Listing Rules prohibit an act being done, the act must not be done;

(2) nothing contained in these Articles prevents an act being done which the Listing Rules require to be done; and

(3) if the Listing Rules require an act to be done or not to be done, authority is given for that act to be done or not to be done as the case may be.

(b) Upon the Directors becoming aware that the Listing Rules:

(1) require these Articles to contain a provision which they do not contain; or

(2) require these Articles not to contain a provision which they contain,

and being satisfied that any such requirement is permissible under the Acts and law, the Directors shall give notice at the next annual general meeting of a special resolution to alter these Articles so that the Articles will conform with the requirements of the Listing Rules.

(c) Upon the Directors becoming aware that any provision of these Articles is or will become inconsistent with the Listing Rules, the Directors shall give notice at the next annual general meeting of a special resolution to amend the relevant provision of these Articles to overcome the inconsistency (to the extent that the Directors are satisfied that any such amendment is permissible under the Acts and law).

(d) If there is a conflict between the Articles, the Listing Rules or the ASX Settlement Operating Rules and the Acts and law, the Acts and law will prevail.

(e) Unless a contrary intention appears, an expression in these Articles which is defined by any provision of the Listing Rules or the ASX Settlement Operating Rules has the same meaning as in that provision.

(f) If the Company has its Securities approved under the ASX Settlement Operating Rules or operates an Issuer Sponsored Sub-register, it must comply with the Listing Rules and the ASX Settlement Operating Rules including any requirements of an applicable sub-register system.

(g) If at any time any provision of these Articles is or becomes illegal, invalid or unenforceable in any respect pursuant to the law of any jurisdiction, then that does not affect or impair the legality, validity or enforceability in that jurisdiction of any other provision of these Articles; or the legality, validity or enforceability pursuant to the law of any other jurisdiction of that or any other provision of these Articles.

3. Registered Office

The registered office of the Company shall be located in Ireland as shall the Company's head office, being the place where the Company shall be managed and controlled.

PART II - SHARE CAPITAL AND RIGHTS

4. Share Capital

The Share Capital of the Company is €1,500,000 divided into 1,500,000,000 ordinary shares of €0.001 each.~~The share capital of the Company is €1,000,000 divided into 1,000,000,000~~

~~ordinary shares of €0.001 each.~~

5. Rights of Shares on issue

(a) Without prejudice to any special rights conferred on the Holders of any existing shares or class of shares and subject to the provisions of the Acts, these Articles and the Listing Rules, any share may be issued with such rights or restrictions as the Company may by ordinary resolution determine or as the Directors may from time to time determine pursuant to any power conferred on them by these Articles.

(b) Without prejudice to the power conferred on the Company by paragraph (a) of this Article, the Directors on the allotment and issue of any shares may impose restrictions on the transferability or disposal of the shares comprised in a particular allotment as may be considered by the Directors to be in the best interests of the Members as a whole.

(c) If and while the Company is Officially Listed, in accordance with Listing Rule 6.2 (and the exceptions therein), the Company may have only one class of ordinary Securities. For the avoidance of doubt, CUFS are not an additional class of ordinary Securities to shares.

6. Disclosure of Interests

(a) For the purposes of this Article 6:-

"Deemed Voting Concert Party Interest" means a voting concert party interest arising in circumstances where it appears to the Directors that:-

(1)

i. there is an agreement or arrangement (whether legally binding or not) between two or more persons with respect to, or to the exercise of, voting rights attaching to Shares; and

ii. the agreement or arrangement (whether legally binding or not) is likely to result in those rights being exercised to a material extent in the same way or for the same purpose with a view to the persons being the parties to the agreement or arrangement being able to influence or to control the policy of the Company or the management of its affairs; and

(2) the Directors resolve that, in their view, such a voting concert party interest exists;

and, where the Directors so resolve, each of the persons who is party to such agreement or arrangement shall be deemed (for the purposes of this Article) to be interested in all the Shares to which the voting rights in question are attached and, in this definition, references to an arrangement include references to an understanding or mutual expectation, whether formal or informal and whether or not legally binding.

"Disclosure Notice" means a notice served pursuant to paragraph (b) below;

"Interest" means an interest (of any size) in the Relevant Share Capital which would be taken into account in deciding whether a notification to the Company would be required under Chapter 4 of Part 17 of the 2014 Act but shall for all purposes include (the "Included Interests") (i) rights to subscribe for or convert into, or entitlements to acquire rights to subscribe for or convert into, shares which would on issue or conversion (as the case may be) be comprised in the Relevant Share Capital; (ii) the interests referred to in Section 260 (1) (a), (c) and (h) of the 2014 Act (as adapted and modified by Section 1059 of the 2014 Act) except those of a bare or custodian trustee and of a simple trustee and (iii) any Deemed Voting Concert Party Interest; and "interested" shall be construed accordingly;

"Relevant Share Capital" means the relevant share capital of the Company (as that expression is defined in Section 1047 of the 2014 Act);

"Share" means any share comprised in Relevant Share Capital.

(b) The Directors may at any time and from time to time by notice in writing require any Member, or other person whosoever or wheresoever resident or domiciled appearing to the Directors to be interested or to have been interested in, the Shares of the Company, to disclose to the Company in writing, within a prescribed time, such information as the Directors shall require relating to the ownership of or interests (including, without prejudice to the generality of the foregoing, Interests) in the Shares or in any persons whosoever or wheresoever resident or domiciled as appear to the Directors to be interested or to have been interested in the Shares in question as lies within the knowledge of such Member or other person (supported if the Directors so require by independent evidence) including (without prejudice to the generality of the foregoing) any information which the Company is entitled to seek pursuant to Section 1062 of the 2014 Act.

(c) The Directors may, for the time being, give one or more than one Disclosure Notice pursuant to paragraph (b) above to the same Member and/or other person in respect of the same Shares.

(d) The Directors may serve notice pursuant to the terms of this Article irrespective of whether or not the person on whom it shall be served may (as the case may be) be dead, bankrupt, insolvent, in liquidation, receivership or examinership (or subject to any analogous proceedings in any other jurisdiction) or otherwise incapacitated, and no such status or incapacity or any unavailability of information or inconvenience or hardship in obtaining the same shall be a satisfactory reason for failure to comply with any such notice, provided that if the Directors in their absolute discretion think fit, they may waive compliance in whole or in part with any notice given under this Article in respect of a Share in any case of bona fide unavailability of information or genuine hardship or where they otherwise think fit but no such waiver shall prejudice or affect in any way any non-compliance not so waived whether by the person concerned or any other person appearing to the Directors to be interested in the Shares or by any person to whom a notice may be given at any time.

(e) The provisions of Part XXIII shall apply to the service upon a Member of any notice required by this Article to be served.

(f) Any resolution or determination of, or decision or exercise of any discretion or power by, the Directors or any Director or by the chairman of any meeting under or pursuant to the provisions of this Article shall be final and conclusive and things done, by or on behalf of, or on the authority of, the Directors or any Director pursuant to the foregoing provisions of this Article shall be conclusive and binding on all persons concerned and shall not be open to challenge, whether as to its validity or otherwise on any ground whatsoever. The Directors shall not be required to give any reasons for any decision, determination or declaration taken or made in accordance with this Article.

(g) The provisions of this Article are in addition to, and do not limit, any other right or power of the Company, including any right vested in the Company by the Acts.

(h) For the purpose of establishing whether or not the terms of any notice given under this Article shall have been complied with the decision of the Directors in this regard shall be final and conclusive and shall bind all persons interested.

7. Redeemable Shares

Subject to the provisions of the Acts and the Listing Rules, any shares (whether ordinary shares, preference shares or otherwise) may be issued on the terms that they are, or at the

option of the Company are, liable to be redeemed on such terms and in such manner as the Company may by special resolution determine. In addition, and subject as aforesaid, the Company is hereby authorised to redeem (on such terms as may be contained in, or be determined pursuant to the provisions of, these Articles, or in a special resolution of the Company) any share or shares which has or have been converted into a redeemable share or redeemable shares in accordance with the Acts. Subject as aforesaid, the Company may cancel any share or shares so redeemed or may hold it or them as a treasury share or shares and may re-issue any treasury shares as shares of any class or classes or cancel them.

8. Variation of Rights

(a) Whenever the share capital is divided into different classes of shares, the rights attached to any class may be varied or abrogated with the consent in writing of the Holders of three-fourths in nominal value of the issued shares of that class or with the sanction of a special resolution passed at a separate general meeting of the Holders of the shares of the class, and may be so varied or abrogated either whilst the Company is a going concern or during or in contemplation of a winding-up. The quorum at any such separate general meeting, other than an adjourned meeting, shall be two persons holding or representing by proxy at least one-third in nominal value of the issued shares of the class in question and the quorum at an adjourned meeting shall be one person holding shares of the class in question or his proxy. Subject to the provisions of Article 63(b) in relation to partly paid shares, the Holders of shares of the class shall, on a poll, have one vote in respect of every share of the class held by them respectively. Any Holder of shares of the class in question present in person or by proxy at such meeting may demand a poll. Subject as provided in the last three sentences of this Article, all of the provisions of these Articles relating to meetings of the Company shall *mutatis mutandis* apply to every separate general meeting of the Holders of any class of shares in the Company.

(b) The rights conferred upon the Holders of the shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by these Articles or the terms of the issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking pari passu therewith or subordinate thereto or by a purchase or redemption by the Company of its own shares.

9. Trusts not Recognised

Except as required by law or otherwise as may be provided in these Articles, no person shall be recognised by the Company as holding any share upon any trust, and the Company shall not be bound by or be compelled in any way to recognise (even when having notice thereof) any equitable, contingent, future or partial interest in any share or any interest in any fractional part of a share or (except only as by these Articles or by law otherwise provided) any other rights in respect of any share except an absolute right to the entirety thereof in the Holder. Nothing in this Article shall limit or prejudice in any way the ability of the Company to require a Member or any other person to furnish the Company with information as to the ownership (including beneficial) of, or interests in, any share pursuant to these Articles or the Acts. In addition, unless required to do so by the ASX Settlement Operating Rules or applicable law, the Company need not record on any register and is not required to recognise any equitable, contingent, future or partial interest in any of its CUFS or any other right in respect of any of its CUFS except an absolute right of a CUFS Holder to the CUFS.

10. Allotment of Shares

(a) Subject to the provisions of these Articles and the Acts, and any resolution of the Company passed pursuant thereto, the unissued shares in the capital of the Company (including any treasury shares) shall be at the disposal of the Directors (or any committee thereof) and, the Directors (or any committee thereof) may allot, grant options over or otherwise dispose of them to such persons on such terms and conditions and at such times as they may consider to be in the best interests of the Company and its Members and the Company shall observe the requirements of the

Listing Rules in relation thereto, but so that no share shall be issued at a discount to the nominal value thereof (except in accordance with the provisions of the Acts) and so that, in the case of shares offered to the public for subscription, the amount payable on application on each share shall not be less than one-quarter of the nominal amount of the share and the whole of any premium thereon.

(b) Without prejudice to the generality of the powers conferred on the Directors by the other paragraphs of this Article, the Directors (or any committee thereof) may grant from time to time options to subscribe for unallotted shares in the capital of the Company to persons in the service or employment of the Company or any subsidiary or Associated Company of the Company (including without limitation any Directors holding executive offices) in accordance with the provisions of any share option scheme or share award plan of the Company for the time being in force or approved by the Company in general meeting or otherwise on such terms and conditions as may be approved from time to time by the Directors or any committee thereof appointed by the Directors for the purpose of such approval and the Company shall observe the requirements of the Listing Rules in relation thereto.

(c) The Company may issue warrants to subscribe (by whatever name they are called) to any person to whom the Company has granted the right to subscribe for shares in the Company (other than under a share option scheme for employees) certifying the right of the registered Holder thereof to subscribe for shares in the Company upon such terms and conditions as those on which the right may have been granted.

11. Payment of Commission

The Company may exercise the powers of paying commissions conferred or permitted by the Acts and the Company shall observe the requirements of the Listing Rules in relation thereto. Subject to the provisions of the Acts, any such commission may be satisfied by the payment of cash or by the allotment of fully or partly paid shares or partly in one way and partly in the other. On any issue of shares the Company may also pay such brokerage as may be lawful.

12. Payment by Instalments

If by the conditions of allotment of any share the whole or part of the amount or issue price thereof shall be payable by instalments, every such instalment when due shall be paid to the Company by the person who for the time being shall be the Holder of the share.

13. Restricted Securities

If any Securities of the Company are classified as Restricted Securities under the Listing Rules:

(a) during the escrow period set by the restriction agreement required by ASX in relation to those Securities:

(i) the security holder who holds the Restricted Securities may not Dispose of them; and

(ii) the Company must not register a transfer of the Restricted Securities or otherwise acknowledge a disposal of them,

except as permitted by the Listing Rules or ASX;

(b) if there is a breach of the Listing Rules or of the relevant restriction agreement in relation to a Restricted Security, then while the breach continues, the holding of that security does not entitle a security holder:

(i) to be present, speak or vote at, or be counted in the quorum for, a meeting of security holders; or

(ii) to receive any dividend or other distribution; and

(c) the Company must not return capital to the security holder who holds the Restricted Securities.

PART III - SHARE CERTIFICATES

14. Issue of Certificates and Statements

(a) Subject to the provisions of paragraph (b) of this Article, every Member shall in the case of shares held in certificated form be entitled without payment to receive within two months after allotment or lodgement of a transfer to him of the shares in respect of which he is so registered (or within such other period as the conditions of issue shall provide) one certificate for all the shares of each class held by him or several certificates each for one or more of his shares upon payment for every certificate after the first of such reasonable out of pocket expenses as the Directors may determine provided that the Company shall not be bound to issue more than one certificate for shares held jointly by several persons and delivery of a certificate to one joint Holder shall be a sufficient delivery to all of them. The Company shall not be bound to register more than three persons as joint Holders of any share (except in the case of executors or trustees of a deceased Member). Every certificate shall be sealed with the Seal and shall specify the number, class and distinguishing number (if any) of the shares to which it relates and the amount or respective amounts paid up thereon.

(b) Where the Company has received information to the effect that a Member is no longer residing at his registered address, any such Member shall only be entitled to receive the certificate or certificates referred to in paragraph (a) of this Article if he shall have applied to the Company and provided an address to which such certificate or certificates may be sent or if he shall request such certificate or certificates to be handed personally to him or to his authorised agent, on producing such proof of identification as the Company may reasonably require; provided always that, subject to the provisions of the Acts, the Company will be required to complete and have ready for delivery the certificate or certificates for all the applicable shares of each class held by that Member within 2 months of the date of an allotment of any shares or the date on which a transfer of any shares is lodged with the Company.

15. Balance and Exchange Certificates

(a) Where only some of the shares comprised in a share certificate are transferred the old certificate shall be cancelled and the new certificate for the balance of such shares shall be issued in lieu without charge.

(b) Any two or more certificates representing shares of any one class held by any Member at his request may be cancelled and a single new certificate for such shares issued in lieu, without charge unless the Directors otherwise determine. If any Member shall surrender for cancellation a share certificate representing shares held by him and request the Company to issue in lieu two or more share certificates representing such shares in such proportions as he may specify, the Directors may comply, if they think fit, with such request.

16. Replacement of Certificates

If a share certificate is defaced, lost or destroyed, it may be replaced on such terms (if any) as to evidence and indemnity and payment of any exceptional expenses incurred by the Company in investigating evidence or in relation to any indemnity as the Directors may determine but otherwise free of charge, and (in the case of defacement) on delivery up of the old certificate.

PART IV - LIEN ON SHARES

17. Extent of Lien

The Company will have a first and paramount lien on every share (not being a fully paid share) for:

(a) any amount due and unpaid in respect of that share which has been called or is payable on a fixed date;

(b) all amounts that the Company is required by law to pay, and has paid, in respect of that share; and

(c) all interest and expenses due and payable to the Company in respect of the unpaid amounts, to the extent permitted by the Listing Rules.

The Directors, at any time, may declare any share to be wholly or in part exempt from the provisions of this Article. The Company's lien on a share shall extend to all moneys payable in respect of it, including dividends.

18. Power of Sale

Subject to the Listing Rules and ASX Settlement Operating Rules, the Company may sell in such manner as the Directors determine any share on which the Company has a lien if a sum in respect of which the lien exists is presently payable and is not paid within fourteen Clear Days after notice demanding payment of such part of the amount in respect of which the lien exists as immediately payable, and stating that if the notice is not complied with the shares may be sold, has been given to the Holder of the share or to the person entitled to it by reason of the death, bankruptcy, insolvency of the Holder, or who otherwise becomes entitled to the share by operation of any law or regulation (whether of the State or otherwise).

19. Power to Effect Transfer

To give effect to such a sale as is referred to in this Part IV the Directors may authorise some person to execute an instrument of transfer of the shares sold to, or in accordance with the directions of, the purchaser. The transferee shall be entered in the Register as the Holder of the shares comprised in any such transfer and he shall not be bound to see to the application of the purchase moneys nor shall his title to the shares be affected by any irregularity in or invalidity of the proceedings in reference to the sale, and after the name of the transferee has been entered in the Register, the remedy of any person aggrieved by the sale shall be in damages only and against the Company exclusively.

20. Proceeds of Sale

The net proceeds of the sale, after payment of the costs, shall be applied in payment of so much of the sum for which the lien under this Part IV exists as is presently payable and any residue (upon surrender to the Company for cancellation of the certificate for the shares sold shall be paid to the person entitled to the shares at the date of the sale.

PART V - CALLS ON SHARES AND FORFEITURE

21. Making of Calls

(a) Subject to the terms of allotment, the Directors may from time to time, make calls upon the Members in respect of any moneys unpaid on their shares (whether on account of the nominal value of the shares or by way of premium) (including on shares where the conditions of allotment of the shares provide for payment at fixed times) and each Member (subject to receiving at least fourteen Clear Days' notice specifying when and where payment is to be made) shall pay to the Company as required by the notice the amount called on his shares. A call may be required to be paid by instalments. A call may be revoked before receipt by the Company of a sum due thereunder, in whole or

in part and payment of a call may be postponed in whole or in part. A person upon whom a call is made shall remain liable for calls made upon him notwithstanding the subsequent transfer of the shares in respect of which the call was made.

(b) If and while the Company is Officially Listed, it must comply with the requirements of the Listing Rules and the ASX Settlement Operating Rules in respect of the making of calls and notice given in relation to those calls.

22. Time of Call

A call shall be deemed to have been made at the time when the resolution of the Directors authorising the call was passed.

23. Liability of Joint Holders

The joint Holders of a share shall be jointly and severally liable to pay all calls in respect thereof.

24. Interest on Calls

If a call remains unpaid after it has become due and payable the person from whom it is due and payable shall pay interest on the amount unpaid from the day it became due until it is paid at the rate fixed by the terms of allotment of the share or in the notice of the call or, if no rate is fixed, at a rate of 5 per cent per annum or such other rate of interest as may be specified pursuant to the Acts) but the Directors may waive payment of the interest wholly or in part.

25. Instalments Treated as Calls

An amount payable in respect of a share on allotment or at any fixed date, whether in respect of nominal value or as an instalment of a call, shall be deemed to be a call and if it is not paid the provisions of these Articles shall apply as if that amount had become due and payable by virtue of a call.

26. Power to Differentiate

Subject to the terms of allotment, the Directors may make arrangements on the issue of shares for a difference between the Holders in the amounts and times of payment of calls on their shares.

27. Interest on Moneys Advanced

The Directors, if they think fit, may receive from any Member willing to advance the same all or any part of the moneys uncalled and unpaid upon any shares held by him, and upon all or any of the moneys so advanced may pay (until the same would, but for such advance, become payable) interest at such rate, not exceeding, unless the Company in general meeting otherwise directs, 5 per cent. per annum or such other rate of interest as may be specified pursuant to the Acts or, as may be agreed upon between the Directors and the Member paying such sum in advance.

28. Notice Requiring Payment

(a) If a Member fails to pay any call or instalment of a call on the day appointed for payment thereof, the Directors, at any time thereafter during such times as any part of the call or instalment remains unpaid, may serve a notice on him requiring payment of so much of the call or instalment as is unpaid together with any interest which may have accrued.

(b) The notice shall name a further day (not earlier than the expiration of fourteen Clear Days from the date of service of the notice) on or before which the payment required by the notice is to be made, and shall 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.

(c) If the requirements of any such notice as aforesaid are not complied with then, at any time thereafter before the payment required by the notice has been made, any shares in respect of which the notice has been given may be forfeited by a resolution of the Directors to that effect. The forfeiture shall include all dividends or other moneys payable in respect of the forfeited shares and not paid before forfeiture. The Directors may accept a surrender of any share liable to be forfeited hereunder, upon such terms and conditions as may be agreed.

(d) On the trial or hearing of any action for the recovery of any money due for any call it shall be sufficient to prove that the name of the Member sued is entered in the Register as the Holder, or one of the Holders, of the shares in respect of which such debt accrued, that the resolution making the call is duly recorded in the minute book and that notice of such call was duly given to the Member sued, in pursuance of these Articles, and it shall not be necessary to prove the appointment of the Directors who made such call nor any other matters whatsoever, but the proof of the matters aforesaid shall be conclusive evidence of the debt.

29. Power of Disposal

Subject to the Listing Rules and ASX Settlement Operating Rules, a forfeited share may be sold or otherwise disposed of on such terms and in such manner as the Directors think fit and at any time before a sale or disposition the forfeiture may be cancelled on such terms as the Directors think fit. Where for the purposes of its disposal such a share is to be transferred to any person, the Directors may authorise some person to execute an instrument of transfer of the share to that person. The Company may receive the consideration, if any, given for the share on any sale or disposition thereof and may execute a transfer of the share in favour of the person to whom the share is sold or disposed of and thereupon he shall be registered as the Holder of the share and shall not be bound to see the application of the purchase money, if any, nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale or disposal of the share. The Directors may, if deemed necessary or desirable, also change any share held in uncertificated form to be sold or otherwise disposed of pursuant to the provisions of this Part V into certificated form prior to any such sale or disposal and may, or may authorise any person or persons to, execute and do all such documents, acts and things as may be required in order to effect such change under the 1996 Regulations or otherwise.

30. Effect of Forfeiture

A person whose shares have been forfeited shall cease to be a Member in respect of the forfeited shares, but nevertheless shall remain liable to pay to the Company all moneys which, at the date of forfeiture, were called but unpaid by him to the Company in respect of the shares, without any deductions or allowance for the value of the shares at the time of the forfeiture, but his liability shall cease if and when the Company shall have received payment in full of all such moneys in respect of the shares.

31. Statutory Declaration

A statutory declaration that the declarant is a Director or the Secretary of the Company, and that a share in the Company has been duly forfeited on the date stated in the declaration, shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share.

32. Non-payment of Sums Due on Share Issues

The provisions of these Articles as to forfeiture shall apply in the case of non-payment of any sum which, by the terms of issue of a share, becomes payable at a fixed time, whether on account of the nominal value of the share or by way of premium, as if the same had been payable by virtue of a call duly made and notified.

33. Surrender of Shares

The Directors may accept the surrender of any share which the Directors have resolved to have been forfeited upon such terms and conditions as may be agreed and, subject to any such terms and conditions, a surrendered share shall be treated as if it has been forfeited.

PART VI - TRANSFER OF SHARES

34. Form of Instrument of Transfer

(a) Subject to such restrictions contained in these Articles, the Acts and the Listing Rules and to such of the conditions of issue or transfer contained in these Articles as may be applicable, the shares of any Member may be transferred by instrument in writing in any usual or common form or any other form which the Directors may approve.

(b) Notwithstanding any other provision of these Articles and subject to any regulations made under Section 1086 of the 2014 Act, title to any shares in the Company may be evidenced without a share certificate or certificates, and title to any shares in the Company may be transferred without a written instrument, in each case by means of a computer-based system and procedure in accordance with the 1996 Regulations and Section 1086 of the 2014 Act (or any other appropriate system and procedures) which, inter alia, enable title to shares to be transferred without a written instrument, in each case in accordance with regulations made from time to time under the Acts or in accordance with any other statutory provisions or regulations having similar effect. The Directors shall have the power to implement or permit any arrangements they think fit for such evidencing and transfer which accord with such regulations or statutory provisions, and, where appropriate, to modify or disapply all or part of the provisions of these Articles with respect to the requirements for written instruments of transfer and share certificates, and also to implement any ancillary arrangements which seem to them to be necessary or desirable.

(c) To the extent that any provisions of these Articles are inconsistent with the holding of shares in uncertificated form, the transfer of the title to uncertificated shares or any provisions of the 1996 Regulations or the Acts, any such provision of these Articles shall not apply to any uncertificated shares (as that term is defined in the 1996 Regulations).

35. Execution of Instrument of Transfer

The instrument of transfer of any share shall be executed by or on behalf of the transferor and, in cases where the share is not fully paid or to the extent required by the Acts, by or on behalf of the transferee. The transferor shall be deemed to remain the Holder of the share until the name of the transferee is entered in the Register in respect thereof.

36. Refusal to Register Transfers

(a) The Directors in their absolute discretion and without assigning any reason therefor may decline to register:-

(i) any transfer of a share which is not fully paid; or

(ii) any transfer by a person who is restricted by court order from transferring the shares and the Company is served with a court order to that effect;

(iii) any share which is a Restricted Share (within the meaning of Article 69(g)(i)) under Article 69; or

(iv) any transfer of a share, where otherwise permitted or required to do so by the Listing Rules,

provided that the refusal to register the transfer does not (i) prevent dealings in the shares from taking place on an open and proper basis , or (ii) otherwise contravene the Listing Rules;

(b) Subject to the provisions of the Acts, and any regulations made thereunder, the Directors may decline to register any instrument of transfer of shares in certificated form unless:-

(i) the instrument of transfer is accompanied by the certificate of the shares to which it relates and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer;

(ii) the instrument of transfer is in respect of one class of share only; and

(iii) the instrument of transfer has been delivered to the Company.

(c) The Directors may decline to register any transfer of shares in uncertificated form only in such circumstances as may be permitted or required by the 1996 Regulations.

37. Procedure on Refusal

If the Directors refuse to register a transfer then, within two months after the date on which the transfer was lodged with the Company, they shall send to the transferee notice of the refusal.

38. Closing of Transfer Books

Subject to the 1996 Regulations, the Acts or any regulations made thereunder, the registration of transfers of shares or of transfers either generally or in respect of any class of shares may be suspended at such times and for such periods (not exceeding thirty days in each year) as the Directors may from time to time determine.

39. Absence of Registration Fees

No fee shall be charged for the registration of any instrument of transfer or other document or instruction relating to or affecting the title to any share and the Directors shall exercise their discretion under Section 95(2)(a) of the 2014 Act to this effect.

40. Retention of Transfer Instruments

The Company shall be entitled to retain any instrument of transfer which is registered, but any instrument of transfer which the Directors refuse to register shall be returned to the person lodging it when notice of the refusal is given.

41. Renunciation of Allotment

Nothing in these Articles shall preclude the Directors from recognising a renunciation of the allotment of any shares by the allottee in favour of some other person.

PART VII - TRANSMISSION OF SHARES

42. Death of Member

If a Member dies the survivor or survivors where he was a joint Holder, and his personal representatives where he was a sole Holder or the only survivor of joint Holders, shall be the only persons recognised by the Company as having any title to his interest in the shares; but nothing herein contained shall release the estate of a deceased Member from any liability in respect of any share which had been held by him (whether jointly or otherwise).

43. Transmission on Death, Bankruptcy, Insolvency etc.

A person becoming entitled to a share in consequence of the death, bankruptcy, liquidation or insolvency of a Member, or otherwise becoming entitled to a share by operation of any law, directive or regulation (whether of the State, the European Union, or any other jurisdiction) may elect, upon such evidence of title being produced as the Directors may reasonably require at any time and from time to time, and subject as further provided in this Article, either to become the Holder of the share or to have some person nominated by him registered as the transferee. If he elects to become the Holder he shall give notice to the Company to that effect and, where the Directors are satisfied with the evidence of title produced to them, they may register such persons as the holder of the share, subject to the other provisions of these Articles and of the Acts. If he elects to have another person registered he shall execute an instrument of transfer of the share to that person. All provisions of these Articles relating to the transfer of shares shall apply to any notice or instrument of transfer given under this Article as if it were an instrument of transfer executed by the Member and the event giving rise to the entitlement of the relevant person to the shares had not occurred.

44. Rights before Registration

A person becoming entitled to a share by any of the circumstances set out in Article 43 shall upon supplying to the Company such reasonable evidence as the Directors may reasonably require to show his title to the share, have the rights to which he would be entitled if he were the Holder of the share (including, without limitation, the right to receive and give a valid discharge for any dividends, distributions or other moneys payable on or in respect of the share) and shall be bound by the provisions of these Articles as if he were a Holder of the share, except that, before being registered as the Holder of the share he shall not be entitled in respect of it to receive notices of, or to attend or vote at any meeting of the Company or at any separate meeting of the Holders of any class of shares in the Company. However, the Directors, at any time, may give notice requiring any such person to elect either to be registered himself or to transfer the share and, if the notice is not complied with within ninety days, the Directors thereupon may withhold payment of all dividends, bonuses or other moneys payable in respect of the share until the requirements of the notice have been complied with.

PART VIII - ALTERATION OF SHARE CAPITAL

45. Increase of Capital

(a) The Company from time to time by ordinary resolution may increase the share capital by such sum, to be divided into shares of such amount, as the resolution shall prescribe and shall observe the requirements of the Listing Rules in relation thereto.

(b) Subject to the provisions of the Acts, the Listing Rules and these Articles, the new shares shall be issued to such persons, upon such terms and conditions and with such rights and privileges annexed thereto as the general meeting resolving upon the creation thereof shall direct and, if no direction be given, as the Directors shall determine and in particular such shares may be issued with a preferential or qualified right to dividends and in the distribution of the assets of the Company and with a special, or without any, right of voting.

(c) Except so far as otherwise provided by the conditions of issue or by these Articles, any capital raised by the creation of new shares shall be considered part of the pre-existing ordinary capital and shall be subject to the provisions herein contained with reference to calls and instalments, transfer and transmission, forfeiture, lien and otherwise.

46. Variation of Capital

Without prejudice or limitation to the Company's power to vary its capital pursuant to the Acts, the Company, by ordinary resolution, may:-

(a) consolidate and divide all or any of its share capital into shares of larger amount;

(b) subdivide its shares, or any of them, into shares of smaller amount, so however that in the sub-division the proportion between the amount paid and the amount, if any, unpaid on each reduced share shall be the same as it was in the case of the share from which the reduced share is derived (and so that the resolution whereby any share is sub-divided may determine that, as between the Holders of the shares resulting from such sub-division, one or more of the shares may have, as compared with the others, any such preferred, deferred or other rights or be subject to any such restrictions as the Company has power to attach to unissued or new shares); or

(c) cancel any shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person and reduce the amount of its authorised share capital by the amount of the shares so cancelled,

and shall observe the requirements of the Listing Rules in relation thereto.

47. Fractions on Consolidation

Subject to the provisions of these Articles, whenever as a result of a consolidation of shares any Members would become entitled to fractions of a share, the Directors may sell, on behalf of those Members, the shares representing the fraction for the best price reasonably obtainable to any person and distribute the proceeds of sale in due proportion among those Members, and the Directors may authorise some person to execute an instrument of transfer of the shares to, or in accordance with the directions of, the purchaser. The transferee shall not be bound to see to the application of the purchase money nor shall his title to the shares be affected by any irregularity in or invalidity of the proceedings in reference to the sale.

48. Reduction of Capital

Without prejudice or limitation to the Company's power to reduce its capital pursuant to the Acts, the Company, by special resolution, may reduce its share capital, any capital redemption reserve fund and/or any capital conversion reserve fund, and/or any undenominated capital and/or any share premium account and/or any undistributable reserves of the Company for the time being in any manner subject to certain procedures and restrictions set out in the Acts, and the Company shall observe the requirements of the Listing Rules in relation thereto. Unless otherwise provided by the terms of issue and without prejudice to the rights attached to any share to participate in any return of capital, the rights, privileges, limitations and restrictions attached to any share shall be deemed not to be varied, altered or abrogated by a reduction in any share capital ranking as regards participation in the profits and assets of the Company pari passu with or after that share.

49. Purchase of Own Shares

Subject to the provisions of the Acts and the Listing Rules, to any rights conferred on the holders of any class of shares (under the Acts, these Articles or the terms of issue of such shares), and to the further provisions of this Article, and without prejudice or limitation to the Company's powers pursuant to the Acts, the Company and any subsidiary of the Company may purchase all or any of the Company's shares of any class (including any redeemable shares) at any price (whether at, above or below the nominal value thereof). Every purchase of, or contract for purchase under which the Company may become entitled or obliged to purchase, shares in the Company shall be authorised by a special resolution of the Company and by a special resolution passed at a separate general meeting of the holders of any class or classes of shares (or the prior written consent of the holders of three-fourths in nominal value of the issued shares of any class or classes) which at the date on which the contract is authorised by the Company in general meeting entitle them, either immediately or at any time later on, to convert all or any of the shares of that class held by them into equity share capital of the Company (unless the terms of issue of such class or classes of shares provide for the purchase by the Company or any of its subsidiaries, of equity share capital of the Company). Neither the Company nor the Directors shall be required to select the shares to be purchased rateably or in any particular manner as between the holders of shares of the same class or as between them and the holders

of shares of any other class or in accordance with the rights as to dividends or capital conferred by any class of shares. Subject as aforesaid, the Company may cancel any shares so purchased or may hold them as treasury shares and issue any such treasury shares as shares of any class or classes or cancel them. Notwithstanding anything to the contrary contained in these Articles, the rights attached to any class of shares shall be deemed not to be varied by anything done by the Company pursuant to this Article.

PART IX - GENERAL MEETINGS

50. Annual General Meetings

The Company shall hold in each year a general meeting as its annual general meeting in addition to any other meeting in that year and shall specify the meeting as such in the notices calling it. Not more than fifteen months shall elapse between the date of one annual general meeting and that of the next.

51. Extraordinary General Meetings

All general meetings other than annual general meetings shall be called extraordinary general meetings.

52. Convening General Meetings

(a) The Directors may convene general meetings whenever they think fit. Without prejudice to the provisions of the 2014 Act regarding the convening of general meetings, extraordinary general meetings may also be convened on such requisition, or in default may be convened by such requisitionists, and in such manner as may be provided by the 2014 Act. The Company may hold a general meeting exclusively at a physical venue or wholly by the use of electronic communications technology or by a combination of a physical venue and by the use of electronic communications technology. For the purposes of these Articles, a reference (howsoever expressed) to a physical venue at which a general meeting is held shall be disregarded in the context of a general meeting held wholly by the use of electronic communications technology.

(b) For the purposes of these Articles, a person who participates in a general meeting by the use of electronic communications technology in accordance with such procedures as contemplated by the 2014 Act shall be regarded as being present at the meeting, and for that purpose, a reference in these Articles (howsoever expressed) to a member present in person or by proxy at a meeting shall be construed as including a reference to any member who participates, including by proxy, in that meeting by the use of electronic communications technology in accordance with such procedures as contemplated by the 2014 Act.

(c) If at any time there are not sufficient Directors capable of acting to form a quorum for a Board meeting, any Director or, if there are no Directors, any two Members of the Company may convene an extraordinary general meeting in the same manner as nearly as possible as that in which general meetings may be convened by the Directors. All general meetings of the Company shall be held in the State unless otherwise determined by ordinary resolution of the members.

(d) All provisions of these Articles relating to general meetings of the Company, shall, mutatis mutandis, apply to every separate general meeting of the Holders of any class of shares in the capital of the Company, except that:

(i) the necessary quorum shall be 2 (two) or more persons holding or representing by proxy at least one-third in nominal value of the issued shares of the class or, at any adjourned meeting of such Holders, one Holder present in person or by proxy, whatever the amount of his holding, shall be deemed to constitute a meeting; and

(ii) any Holder of shares of the class present in person or by proxy may demand a poll; and

(iii) on a poll, each Holder of shares of the class shall have one vote in respect of every share of the class held by him.

(e) The Company shall comply with any applicable disclosure requirements in relation to general meetings, including to ASX pursuant to Listing Rule 3.13.

53. Notice of General Meetings

(a) Subject to the provisions of the Acts allowing a general meeting to be called by shorter notice, an annual general meeting and an extraordinary general meeting called for the passing of a special resolution shall be called by at least twenty-one Clear Days' notice and, subject to compliance generally with the provisions of the Acts relating to general meetings, all other extraordinary general meetings shall be called by at least fourteen Clear Days' notice.

(b) Where a meeting of Members has been convened, notice of the meeting and any proxy form for the meeting may be given in the form and in the manner in which the Board resolves, provided that notices of general meetings and proxy forms shall comply with all of the provisions of the Acts, Listing Rules and ASX Settlement Operating Rules relating thereto. Without prejudice to this requirement, any notice convening a general meeting shall specify the time, date and place of the meeting (and, if the meeting is to be held in two or more places, the technology that will be used to facilitate this), the general nature of the business to be transacted at the meeting, if a special resolution is to be proposed at the meeting, set out an intention to propose the special resolution and state the resolution, and, in reasonable prominence, that a Member entitled to attend and vote is entitled to appoint a proxy (or, where this is permitted, one or more proxies) to attend, speak and vote in his place and that a proxy need not be a Member of the Company. It shall also give particulars of any Directors who are to retire by rotation or otherwise at the meeting and of any persons who are recommended by the Directors for appointment or re- appointment as Directors at the meeting, or (provided that the Company has received notice of the intention to propose any person or persons for appointment or re-appointment as a Director or Directors at the meeting in sufficient time for it to be included in the notice) in respect of whom notice has been duly given in accordance with Article 107 to the Company of the intention to propose them for appointment or re-appointment as Directors at the meeting. Subject to the provisions of these Articles, to any restrictions imposed on any shares, and to the rights and/or entitlements of the Company under applicable law relating to the giving of notices to Members of a company, the notice shall be given to all the Members whom shall be entered on the Register at the Record Date, to the Directors, the Secretary, the Auditors and any other person entitled to receive notice under the Acts.

(c) The accidental omission to give notice of a meeting (or a proxy form) to, or the non-receipt of notice of a meeting (or a proxy form) by, any person entitled to receive notice shall not invalidate the proceedings at the meeting (including the passing of a resolution). Without prejudice thereto, a person may waive notice of any meeting of Members by written notice to the Company. A person who has not duly received notice of a meeting of Members may, before or after the meeting, notify the Company of the person's agreement to anything done or resolution passed at the meeting. A person's attendance at a meeting of Members waives any objection which that person may have had to a failure to give notice, or the giving of a defective notice, of the meeting, unless the person at the beginning of the meeting objects to the holding of the meeting.

(d) Where, by any provision contained in the Acts, extended notice is required of a resolution, the resolution shall not be effective (except where the Directors of the Company have resolved to submit it) unless notice of the intention to move it has been given to the Company not less than twenty-eight days (or such shorter period as the

Acts permit) before the meeting at which it is moved, and the Company shall give to the Members notice of any such resolution as required by and in accordance with the provisions of the Acts.

(e) The Directors may, for the purpose of controlling the level of attendance at any place specified for the holding of a general meeting, from time to time make such arrangements whether involving the issue of tickets (on a basis intended to afford to all Members otherwise entitled to attend such meeting an equal opportunity of being admitted to the meeting) or the imposition of some random means of selection or otherwise as they shall in their absolute discretion consider to be appropriate, and may from time to time vary any such arrangements or make new arrangements in place therefor and the entitlement of any Member or proxy to attend a general meeting at such place shall be subject to any such arrangements as may be for the time being in force and by the notice of meeting stated to apply to that meeting. In the case of any general meeting to which such arrangements apply the Board shall, and in the case of any other general meeting the Directors may, when specifying the place of the general meeting, direct that the meeting shall be held at a place specified in the notice at which the chairman of the meeting shall preside ("the Principal Place") and make arrangements for simultaneous attendance and participation at other places by Members otherwise entitled to attend the general meeting but excluded therefrom under the provisions of this Article or who wish to attend at any of such other places provided that persons attending at the Principal Place and at any of such other places shall be able to see and hear and be seen and heard by persons attending at the Principal Place and at such other places. Such arrangements for simultaneous attendance may include arrangements for controlling the level of attendance in any manner aforesaid at such other places provided that they shall operate so that any such excluded Members as aforesaid are able to attend at one of such other places. For the purposes of all other provisions of these Articles any such meeting shall be treated as being held and taking place at the Principal Place.

(f) Furthermore, without prejudice to paragraph (e) above, if it appears to a chairman of a general meeting and/or the Directors (as the case may be) that:

i. the place of the meeting specified in the notice is inadequate to accommodate all persons entitled and wishing to attend; or

ii. to facilitate the better participation of overseas shareholders it is desirable to permit shareholders generally to participate in the meeting,

then the meeting is duly constituted and its proceedings are valid if the chairman and/or the Directors (as the case may be) is/are satisfied that adequate facilities are available, whether at the place of the meeting or elsewhere, to ensure that each such person is able to communicate simultaneously and instantaneously with the persons present at the place of the meeting, whether by the use of microphones, loud speakers, audio-visual or other communications equipment or facilities.

PART X - PROCEEDINGS AT GENERAL MEETINGS

54. Quorum for General Meetings

(a) No business other than the appointment of a chairman shall be transacted at any general meeting unless a quorum of Members is present at the time when the meeting proceeds to business. Except as provided in relation to an adjourned meeting, two persons entitled to vote upon the business to be transacted, each being a Member or a proxy for a Member or a duly authorised representative of a corporate Member, shall be a quorum (unless there is only one Member, when a quorum is that Member).

(b) If such a quorum is not present within thirty minutes from the time appointed for the

meeting, or if during a meeting a quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place, or to such time and place as the Directors may determine. If at the adjourned meeting such a quorum is not present within thirty minutes from the time appointed for the meeting, the meeting, if convened otherwise than by resolution of the Directors, shall be dissolved, but if the meeting shall have been convened by resolution of the Directors, two persons entitled to be counted in a quorum present at the meeting shall be a quorum.

55. Business of an annual general meeting

(a) Without prejudice to the powers of the Directors to include on the agenda of any annual general meeting of the Company such other matters as they may, in their absolute discretion, think fit, the business of the annual general meeting shall include:

i. the consideration of the Company's statutory financial statements and the reports of the Directors and Auditors thereon;

ii. the review by the Members of the Company's affairs;

iii. the declaration of a dividend of an amount not exceeding an amount recommended by the Directors from time to time (if any);

iv. the authorisation of the Directors to approve and fix the remuneration of the Auditors;

v. the election and re-election of Directors in the place of those retiring (whether by rotation or otherwise); and

vi. the appointment or re-appointment of the Auditors.

(b) The chairperson of an annual general meeting must allow a reasonable opportunity for the Members as a whole at the meeting to ask questions about or make comments on the management of the Company, and ask the Auditor or their representative questions relevant to the conduct of the audit and the preparations and content of the Auditor's report for the Company. An answer to a question asked by the Members (or any of them) is not required where, in the opinion of the chairperson: to give an answer would interfere unduly with the orderly conduct of the meeting or the confidentiality and business interests of the company, the answer has already been given on the company’s internet site in a question and answer forum, or it appears to the chairperson of the meeting that it is undesirable in the interests of good order of the meeting that the question be answered.

56. Chairman of General Meetings

(a) Subject to paragraph (b) of this Article the chairman of the board of Directors or, in his absence, the deputy chairman (if any) or, in his absence, some other Director nominated by the Directors shall preside as chairman at every general meeting of the Company. If at any general meeting none of such persons shall be present within fifteen minutes after the time appointed for the holding of the meeting and willing to act, the Directors present shall elect one of their number to be chairman of the meeting and, if there is only one Director present and willing to act, he shall be chairman.

(b) If at any time the Directors have appointed joint chairmen, the joint chairmen shall, unless otherwise determined by the Board, agree among themselves who shall preside as chairman at general meetings of the Company (or at any adjournment(s) of such meetings). If at any general meeting the relevant joint chairman is not present and willing to act within fifteen minutes after the time appointed for the holding of the meeting, the other joint chairman, if present and willing to act, shall preside as chairman of the general meeting. If neither joint chairman is present and willing to act as aforesaid then the chairman of the meeting shall be appointed pursuant to the

provisions of paragraph (a) of this Article.

(c) If at any meeting no Director is willing to act as chairman or if no Director is present within fifteen minutes after the time appointed for holding the meeting, the Members present and entitled to vote shall choose one of the Members personally present to be chairman of the meeting.

(d) The chairman of a meeting shall be entitled to take, or to direct that there be taken on behalf of the Company, any action he considers appropriate before and during a general meeting for ensuring the safe, proper and orderly conduct of any such meeting including, without limitation, the removal of any Member or other person from the meeting, and refusing re-entry by any such Member or other person to the meeting.

(e) The chairman of the meeting and/or the Directors shall be entitled to ask persons wishing to attend a general meeting or any separate general meeting for the Holders of any class of shares in the capital of the Company to submit to such searches or other security arrangements as the chairman of the meeting or Directors (as the case may be) may consider appropriate in the interests of ensuring the safety of Members and the orderly conduct of the meeting. Without limitation, the security arrangements may include the prohibition of any article or item (including any personal item) (as determined by the chairman of the meeting or Directors (as the case may be)) being taken into the meeting. The chairman of the meeting or Directors may also, in their or his discretion, refuse entry to, or remove from, a general meeting any person who does not submit to any searches or otherwise refuses to comply with any such security arrangements.

(f) If the Directors, in their absolute discretion, determine that it is impractical or unreasonable for any reason to hold a general meeting on the date or at the time or place specified in the notice calling the general meeting, then, without prejudice to the terms of Article 58 relating to adjournments, they may postpone the general meeting to another date, time and place. When a meeting is so postponed, notice of the date, time and place of the postponed meeting shall be placed in at least one national newspapers in Ireland and one national newspaper in Australia, and or the Company's website. Notice of the business to be transacted at such postponed meeting shall not be required. The only business that may be transacted at a general meeting which is postponed is the business specified in the original notice calling the meeting.

57. Directors' and Auditors' Right to Attend General Meetings

A Director shall be entitled, notwithstanding that he is not a Member, to attend and speak at any general meeting and at any separate meeting of the Holders of any class of shares in the Company. The Auditors shall be entitled to attend any general meeting and to be heard on any part of the business of the meeting which concerns them as the Auditors.

58. Adjournment of General Meetings

(a) The chairman of the meeting, with the consent of a meeting at which a quorum is present, may in his discretion adjourn the meeting from time to time (or *sine die*) and from place to place.

(b) The chairman of the meeting may also at any time in his discretion without the consent of the meeting adjourn any meeting (whether or not it has commenced or a quorum is present) either *sine die* or to another time and place where it appears to him that:

(i) the Members wishing to attend cannot be conveniently accommodated (whether by physical or electronic means) at the place appointed for the meeting; or

(ii) the conduct of any of the Members or other persons present prevents, or other circumstances, or is likely in the opinion of the chairman to prevent, the safe

and/or orderly continuation of business; or

(iii) an adjournment is otherwise necessary or desirable to facilitate the business of the meeting being properly conducted.

(c) No business shall be transacted at any meeting adjourned pursuant to paragraph (a) or (b) of this Article except business which might properly have been transacted at the meeting had the adjournment not taken place.

(d) Where a meeting is adjourned pursuant to any of the provisions of this Article *sine die*, the time and place for the adjourned meeting shall be fixed by the Directors. When a meeting is so adjourned for fourteen days or more or *sine die*, at least seven Clear Days' notice shall be given specifying the time and meeting and the general nature of the business to be transacted. Save as aforesaid it shall not be necessary to give any notice of an adjourned meeting.

59. Determination of Resolutions

Subject to the Acts, at any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless before, or on the declaration of the result of, the show of hands a poll is duly demanded in accordance with these Articles and in accordance with the Acts. Unless a poll is so demanded, a declaration by the chairman of the meeting that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution. The demand for a poll may be withdrawn before the poll is taken but only with the consent of the chairman, and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made. Voting may also be undertaken by way of such electronic devices as are for the time being and from time to time approved by the Directors in their absolute discretion, and Articles 62 to 66 shall be interpreted accordingly.

60. Amendments to Resolutions at General Meetings

(a) Subject to the Acts, if an amendment shall be proposed to any resolution under consideration but shall be ruled out of order by the chairman of the meeting, the proceedings on the substantive resolution shall not be invalidated by any error in such ruling. Subject to the Acts and the other provisions of these Articles, a ruling or determination by the chairman on any points of order relating to, or on matters of procedure incidental to, the meeting or the business of the meeting shall be final and binding, and in the case of a resolution duly proposed, no amendment thereto may be considered or voted upon unless the chairman in his absolute discretion decides that it may be considered or voted upon.

(b) In the case of a resolution duly proposed as a special resolution no amendment thereto (other than an amendment to correct a patent error) may be considered.

(c) Subject to the provisions of the Acts and the other provisions of these Articles, in the case of a resolution duly proposed, no amendment thereto (other than an amendment to correct a patent error or an amendment recommended by the Directors) may be considered or voted upon unless either at least forty-eight hours prior to the time appointed for holding the meeting or adjourned meeting at which such resolution is to be proposed notice in writing of the terms of the amendment and the intention to move the same has been lodged at the Office or the chairman in his absolute discretion decides that it may be considered or voted upon or the resolution as amended will still be such that adequate notice of the intention to pass the same can be deemed to have been given to all persons entitled to receive such notice in accordance with these Articles.

(d) Any amendment proposed to be made to any resolution before a general meeting may,

with the consent of the chairman, be withdrawn by or on behalf of the Member or Members who shall have proposed it.

(e) Any resolution tabled for or otherwise proposed to be passed at any general meeting and any amendment proposed to be made to any resolution before a general meeting must not be such as would be incapable of being passed or otherwise be ineffective whether by reason of inconsistency with any enactment or the Company's Memorandum or these Articles or otherwise, and must not be frivolous or vexatious in nature or defamatory of any person.

61. Entitlement to Demand Poll

Subject to the provisions of the Acts and the Articles, a poll may be demanded:-

(a) by the chairman of the meeting;

(b) by at least three Members present (in person or by proxy) having the right to vote at the meeting;

(c) by any Member or Members present (in person or by proxy) representing not less than one-tenth of the total voting rights of all the Members having the right to vote at the meeting; or

(d) by a Member or Members present (in person or by proxy) holding shares in the Company conferring the right to vote at the meeting being shares on which an aggregate sum has been paid up equal to not less than one-tenth of the total sum paid up on all the shares conferring that right.

62. Taking of a Poll

(a) Save as provided in paragraph (b) of this Article and subject to compliance with the requirements of the Acts, a poll shall be taken in such manner (including the use of a ballot, electronic devices, voting papers or tickets) as the chairman of the meeting in his discretion may direct and he may (but shall not be required to) appoint scrutineers (who need not be Members) and fix a time and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution, in relation to the matter concerned, of the meeting at which the poll was demanded.

(b) A poll demanded on the election of a chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either forthwith or at such time (not being more than thirty days after the poll is demanded) and place as the chairman of the meeting may direct. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.

(c) No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven Clear Days' notice shall be given specifying the time and place at which the poll is to be taken.

63. Votes of Members

(a) A person entered on the Register at the Record Date may exercise the right of a member to participate and vote at the general meeting and any change to an entry on the Register after the Record Date shall be disregarded in determining the right of any person to attend and vote at the meeting.

(b) Votes may be given either personally or by proxy. Subject to any rights or restrictions

for the time being attached to any class or classes of shares or imposed by these Articles: on a show of hands every Member (being an individual) present in person or by proxy who is entitled to vote on a resolution, and every representative of a body corporate which is a Member or which is a proxy for a Member which is entitled to vote on a resolution, shall have one vote on that resolution, so, however, that no individual shall have more than one vote; and on a poll every Member (being an individual) present in person or by proxy who is entitled to vote on a resolution, and every representative of a body corporate which is a Member or which is a proxy for a Member which is entitled to vote on a resolution, shall have one vote on that resolution for every fully paid share carrying voting rights of which he or it is the Holder, and a fraction of a vote for each partly paid share carrying voting rights of which he or it is the Holder (the fraction must be equivalent to the proportion which the amount paid (not credited) is of the total amounts paid and payable (excluding amounts credited. On a poll, a Member entitled to more than one vote need not use all his votes or, if he votes, cast all the votes he uses in the same way.

(c) If, pursuant to the Listing Rules, a notice of meeting contains a voting exclusion statement which excludes certain named persons (or class of persons) and their associates from voting on a particular resolution, any votes cast on that resolution by the named person (or class or person) excluded from voting or an associate of that person or those persons must be disregarded.

64. Chairman's Casting Vote

Where there is an equality of votes, whether on a show of hands or on a poll the chairman of the meeting at which the show of hands takes place or at which the poll is demanded shall be entitled to a casting vote in addition to any other vote he may have.

65. Voting by Joint Holders

Where there are joint Holders of a share, the vote of the senior who tenders a vote, whether in person or by proxy, in respect of such share shall be accepted to the exclusion of the votes of the other joint Holders; and for this purpose seniority shall be determined by the order in which the names of the Holders stand in the Register in respect of the share.

66. Voting by Incapacitated Holders

(a) A Member who is adjudged by any competent court or tribunal, or determined in accordance with these Articles, not to possess an adequate decision-making capacity, or a Member which has made an enduring power of attorney, or in respect of whom an order has been made by any court having jurisdiction (whether in the State or elsewhere) in matters concerning mental disorder, may vote, whether on a show of hands or on a poll, by his committee, receiver, guardian, donee of an enduring power of attorney or other person appointed by that court and any such committee, receiver, guardian, donee of an enduring power of attorney or other person may vote by proxy on a show of hands or on a poll.

(b) Evidence to the satisfaction of the Directors of the authority of the person claiming to exercise the right to vote shall be deposited at the Office or at such other place as is specified in accordance with these Articles for the deposit of instruments of proxy, not less than forty-eight hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in default the right to vote shall not be exercisable.

67. Default in Payment of Calls

Unless the Directors otherwise determine, no Member shall be entitled to vote at any general meeting or any separate meeting of the Holders of any class of shares in the Company, either in person or by proxy, or to exercise any privilege as a Member in respect of any share held by him unless all moneys then due and payable by him in respect of that share have been paid.

68. Restriction on Voting by Company and its Subsidiaries

No votes may be cast in the general meeting in respect of any share if:

(a) the depositary receipt for such share; or

(b) the CUFS issued in respect of such share,

is held by the Company or by a subsidiary of the Company.

69. Restriction of Voting and Other Rights

(a) If at any time the Directors shall determine that a Specified Event (as defined in sub-paragraph (g)) shall have occurred in relation to any share or shares, subject to sub-paragraph (j) of this Article, the Directors may serve a notice to such effect on the Holder or Holders thereof. Upon the expiry of a period of 14 days following the service of any such notice (in these Articles referred to as a "Restriction Notice") and for so long as such Restriction Notice shall remain in force, no Holder or Holders of the share or shares specified in such Restriction Notice shall be entitled, ("the Restricted Shares") to attend or vote at any general meeting, either personally or by proxy; and the Directors shall where the Restricted Shares represent not less than 0.25 per cent. of the class of shares concerned, be entitled, to the extent permitted by the Listing Rules:

(i) except in a liquidation of the Company, to withhold payment of any dividend, distribution, return on capital or other amount payable in respect of the Restricted Shares; and/or

(ii) to refuse to register any transfer of the Restricted Shares (other than a transfer made as part of a sale to a bona fide third party unconnected with the Holder (including any such sale made through the ASX or an overseas exchange or by acceptance of a takeover offer) on receipt by the Directors of evidence satisfactory to them that such is the case) or any renunciation of or any allotment of new shares or debentures made in respect thereof.

(b) A Restriction Notice shall be cancelled by the Directors as soon as reasonably practicable after, but in any event not later than seven days after, the Holder or Holders concerned or any other relevant person shall have remedied the default by virtue of which the Specified Event shall have occurred, and a Restriction Notice given in respect of any Restricted Shares as a result of a Specified Event described in sub-paragraph (g)(ii) of this Article shall automatically be deemed to be cancelled on receipt by the Directors of evidence satisfactory to them that the Restricted Shares have been sold on a transfer to a bona fide third party unconnected with the Holder. A Restriction Notice shall automatically cease to have effect in respect of any share transferred upon registration of the relevant transfer provided that a Restriction Notice shall not cease to have effect in respect of any transfer where no change in the beneficial ownership of the share shall occur and for this purpose it shall be assumed that no such change has occurred where a transfer form in respect of the share is presented for registration having been stamped at a reduced rate of stamp duty (or is asserted not subject to stamp duty) by virtue of the transferor or transferee claiming to be entitled to such reduced rate as a result of the transfer being one where no beneficial interest passes.

(c) The Directors shall cause a notation to be made in the Register against the name of any Holder or Holders in respect of whom a Restriction Notice shall have been served indicating the number of shares specified in such Restriction Notice and shall cause such notation to be deleted upon cancellation or cesser of such Restriction Notice.

(d) Where dividends or other payments are not paid as a result of restrictions imposed on Restricted Shares, such dividends or other payments shall accrue and shall be payable (without interest) upon the cancellation of the Restriction Notice.

(e) Any determination of the Directors and any notice served by them pursuant to the provisions of this Article shall be conclusive as against the Holder or Holders of any share and the validity of any notice served by the Directors in pursuance of this Article shall not be questioned by any person.

(f) If, while any Restriction Notice shall remain in force in respect of any Holder or Holders of any shares, such Holder or Holders shall be issued with any further shares as a result of such Holder or Holders not renouncing any allotment of shares made to him or them pursuant to a capitalisation issue under Pat XXIII, the Restriction Notice shall be deemed also to apply to such Holder or Holders in respect of such further shares on the same terms and conditions as were applicable to the said Holder or Holders immediately prior to such issue of further shares.

(g) For the purpose of these Articles the expression "Specified Event" in relation to any share shall mean either of the following events:-

(i) the failure by the Holder or Holders thereof to pay any call or instalment of a call in the manner and at the time appointed for payment thereof; or

(ii) the failure by the Holder thereof or any of the Holders thereof to comply, to the satisfaction of the Directors, with all or any of the terms of Section 1062 of the 2014 Act or Article 6 in respect of any notice or notices given to him or any of them thereunder.

(h) For the purpose of establishing whether or not the terms of any notice given under this Article shall have been complied with the decision of the Directors in this regard shall be final and conclusive and shall bind all persons interested.

(i) Nothing contained in this Article shall limit the power of the Company under Section 1062 of the 2014 Act.

(j) The Directors shall only issue a Restriction Notice under this Article in relation to any share or shares where the Directors and/or the Directors on behalf of the Company have first obtained an order from a court of competent jurisdiction confirming that a Specified Event (as defined in sub-paragraph (g)) has occurred in relation to such share or shares.

70. Time for Objection to Voting

No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered and every vote not disallowed at such meeting shall be valid. Any such objection made in due time shall be referred to the chairman of the meeting whose decision shall be final and conclusive.

71. Appointment of Proxy

(a) Every Member entitled to attend and vote at a general meeting may appoint a proxy (or, where shares are held in different securities accounts, more than one proxy, but so that, in any such case, the number of proxies appointed shall not exceed the number of securities accounts in which shares are held by that Member, and each such proxy must be appointed to exercise the rights attached to the shares in the securities account in respect of which the proxy was appointed) to attend, speak, ask questions relating to items on the agenda (subject to the provisions of the Acts) and vote on his behalf. A Member acting as an intermediary on behalf of a client may grant a proxy to each of his clients, or to any third party designated by a client, to attend, speak and vote on his behalf and such proxy, must be appointed to exercise the rights attached to the shares held for the client in respect of which the proxy is appointed. The appointment of a proxy shall be in writing in any usual form or in any other form which

the Directors may approve provided always that the instrument appointing a proxy shall comply with the provisions of the Acts and shall be executed by or on behalf of the appointor (or otherwise authenticated in such manner or form as the Directors may approve) and by depositing the proxy with the Company in accordance with these Articles, the appointor and the proxy (or proxies, as the case may be) are deemed to be bound by the terms of the proxy and any notes thereto as if the same were incorporated into a contract entered into under seal by and between the Company. Any signature on such appointment of a proxy need not be witnessed. A body corporate may execute a form of proxy under its common seal or under the hand of a duly authorised officer thereof. A proxy need not be a Member of the Company. No appointment of a proxy shall be valid after twelve months shall have elapsed from the date named in it as the date of its execution.

(b) Without limiting the foregoing, in relation to any shares which are held in uncertificated form, the Directors may accept the appointments of a proxy to be made by means of an electronic communication in the form of an uncertificated proxy instruction, (that is, a properly authenticated dematerialised instruction, and/or other instruction or notification, which is sent by means of the relevant system concerned and received by such participant in that system acting on behalf of the Company as the Directors may prescribe, in such form and subject to such terms and conditions as may from time to time be prescribed by the Directors provided always that the form of proxy complies with the provisions of the Acts (subject always to the facilities and requirements of the relevant system concerned)), and may in a similar manner permit supplements to, or amendments or revocations of, any such uncertificated proxy instruction to be made by like means. The Directors may in addition prescribe the method of determining the time at which any such properly authenticated dematerialised instruction (and/or other instruction or notification) is to be treated as received by the Company or such participant. The Directors may treat any such uncertificated proxy instruction which purports to be or is expressed to be sent on behalf of a Holder of a share as sufficient evidence of the authority of the person sending that instruction to send it on behalf of that holder.

72. Bodies Corporate Acting by Representatives at Meetings

(a) Any body corporate which is a Member of the Company, and any body corporate which is a proxy for any such Member, may by resolution of its Directors or other governing body authorise such person or persons as it thinks fit to act as its representative or representatives at any meeting of the Company or of any class of Members of the Company and any person so authorised shall be entitled to exercise the same powers on behalf of the body corporate which he represents as that body corporate could exercise if it were an individual Member of the Company. Where a Member appoints more than one representative in relation to a general meeting, each representative must be appointed to exercise rights attached to a different share or shares held by the Member.

(b) The Company shall not be obliged to establish or verify whether any representative or representatives of any Member which is a body corporate has voted or acted in accordance with any instructions (whether express or implied, and whether written or oral) given to him or them by any such Member or by any other person, whether acting on behalf of any such Member or otherwise, and votes cast, actions taken or polls demanded by any such representative or representatives shall not be regarded as invalid or ineffective where such representative or representatives has or have (as the case may be) not voted or acted in accordance with any such instructions.

73. Delivery and Receipt of an Appointment of Proxy

The appointment of a proxy and any authority under which it is executed (or otherwise authenticated in a manner approved by the Directors) or a copy of such authority (or the information contained therein), certified notarially or in some other way authenticated in a manner approved by the Directors, shall be deposited at the Office (which shall include for the

avoidance of doubt, communication of the proxy to the Company to wheresoever by electronic means in accordance with Article 74) or at such other place or places in the State as may be specified for that purpose in or by way of note to the notice convening the meeting not less than (subject to the Acts) forty-eight hours before the time appointed for the holding of the meeting or adjourned meeting or (in the case of a poll taken otherwise than at or on the same day as the meeting or adjourned meeting) for the taking of the poll at which it is to be used, and in default shall not be treated as valid. Provided that:

(a) in the case of a meeting which is adjourned to, or a poll which is to be taken on, a date which is less than seven days after the date of the meeting which was adjourned or at which the poll was demanded, it shall be sufficient if the appointment of a proxy and any such authority and certification thereof as aforesaid is delivered to or lodged with the Secretary at the commencement of the adjourned meeting or the taking of the poll;

(b) an appointment of a proxy relating to more than one meeting (including any adjournment thereof) having once been so delivered for the purposes of any meeting shall not require to be delivered again for the purposes of any subsequent meeting to which it relates;

(c) appointments of proxy may, provided they are received in legible form, be submitted by telefax to such telefax number as may be specified by the Secretary for such purpose provided that in the case of such telefax appointment of proxy, the Secretary shall have endorsed the same with a certificate stating that he is satisfied as to the authenticity thereof; and

(d) when two or more valid but differing appointments of a proxy are received in respect of the same shares for use at the same meeting, the one bearing the later date shall be treated as replacing and revoking the other; if the appointments are undated the last one received shall be treated as valid; and if the Company is unable to determine which was the last received, none shall be treated as valid, and a certificate endorsed by the Secretary stating that the appointment is valid or invalid, as the case may be, shall be conclusive for all purposes.

74. Electronic Proxy

(a) Notwithstanding anything contained in these Articles, the appointment of a proxy and any authority under which it is executed (or otherwise authenticated in a manner approved by the Directors) or a copy of such authority (or the information contained therein) certified notarially or in some other way authenticated in a manner approved by the Directors may be made by electronic means (including without limitation by means of electronic communication generated and sent by Members to the Company via a website for this purpose using identification numbers communicated by or on behalf of the Company to each Member) in such manner or form and subject to such terms, conditions or restrictions as the Directors may, subject to and in accordance with the Acts, determine or approve from time to time in their absolute discretion. The Directors may prescribe the method of determining the time at which any such appointment of a proxy is to be treated as received by the Company. The Directors may treat any such appointment which purports to be or is expressed to be sent on behalf of a Member as sufficient evidence of the authority of the person sending that instruction to send it on behalf of that Member.

(b) For the purposes of these Articles, the place to which the appointment of proxy should be deposited by the Member shall be such number, address (including any number or address used for the purpose of communication by way of electronic mail or other electronic communication) or identification number of a Member as is notified by the Directors to the Members whether by way of note to the notice convening the meeting or any invitation to appoint a proxy issued by or on behalf of the Company or otherwise.

75. Effect of Proxy Appointments

(a) Deposit of an appointment of a proxy in respect of a meeting shall not preclude a Member from attending and voting at the meeting or at any adjournment thereof, provided always that the Company shall have received prior notice in writing, in accordance with Article 77(a), of the revocation of the appointment of the proxy. A proxy shall have the right unless the contrary is stated in his appointment to exercise all or any of the rights of his appointer, or (where more than one proxy is appointed) all or any of the rights attached to the shares in respect of which he has been appointed the proxy to attend, to demand or join in demanding a poll, to ask questions relating to the items on the agenda subject to the Acts and to speak and vote at a general meeting of the Company. Unless his appointment provides otherwise, a proxy may vote or abstain in his discretion on any resolution put to the vote. The appointment of a proxy shall be valid, unless the contrary is stated therein, as well for any adjournment of the meeting as for the meeting to which it relates.

(b) Subject always to the provisions of the Acts, the appointment, and notification of any revocation of appointment of, a proxy, and the giving of voting instructions to a proxy shall be subject to such formal requirements as the Directors from time to time in their absolute discretion may consider necessary in order to ensure the correct identification of a Member's appointment, to ensure the correct identification of a proxy acting on foot of such appointment, and to ensure the correct determination of a Member's voting instructions.

(c) The Company shall not be obliged to establish or verify whether any proxy has voted or acted in accordance with any instructions (whether express or implied, and whether written or oral) given to him by a Member or by any other person, whether acting on behalf of a Member or otherwise, and votes cast, actions taken or polls demanded by a proxy shall not be regarded as invalid or ineffective where a proxy has not voted or acted in accordance with any such instructions.

76. Effect of Revocation of a Proxy or of an Authorisation

(a) A vote given or poll demanded pursuant to an appointment of a proxy or a resolution authorising a representative to act on behalf of a body corporate shall be valid notwithstanding the death, insanity or winding up of the principal or the revocation of the appointment of a proxy or of the authority under which the appointment of a proxy was executed or otherwise authenticated in a manner approved by the Directors (as the case may be) or of the resolution authorising the representative to act or transfer the share in respect of which the appointment of a proxy or the authorisation of the representative to act was given, provided that no notice in writing (in electronic form or otherwise) of such death, insanity, winding up, revocation or transfer shall have been received by the Company at the Office or at such other address as may be specified in the notice of meeting or in the notes thereto before the commencement of the meeting or adjourned meeting at which the appointment of a proxy is used or at which the representative acts PROVIDED HOWEVER that where such notice is given in electronic form it shall have been received by the Company before the commencement of the meeting or adjourned meeting at which the appointment of a proxy is used or at which the representative acts.

(b) The Directors may send, at the expense of the Company, by post, by electronic means or otherwise, to the Members forms for the appointment of a proxy (subject to applicable requirements of the Acts and with or without stamped envelopes for their return) for use at any general meeting or at any class meeting, either in blank or nominating any one or more of the Directors or any other persons in the alternative. If for the purpose of any meeting invitations to appoint as proxy a person or one of a number of persons specified in the invitations are issued at the expense of the Company, such invitations shall be issued to all (and not to some only) of the Members entitled to be sent a notice of the meeting and to vote thereat by proxy. The accidental omission to issue the appointments of proxy herein referred to, or the non-receipt of any such invitation by any Member entitled to receive such invitation shall not invalidate the proceedings at any such meeting.

PART XI - COVENANTS WITH MEMBERS WHERE CUFS ARE IN ISSUE

Articles 77 to 90 shall only apply where CUFS are quoted on ASX and are intended to be for the benefit of the holder of CUFS but, without prejudice to any other contractual rights of the CUFS Holders, these Articles shall be enforceable under these Articles only as against the Company by the Holder of the shares in respect of which CUFS have been issued.

77. Non-Statutory Registers

The Company shall establish and maintain any such registers as required to be established and maintained by it under the Listing Rules or the ASX Settlement Operating Rules (the "**Non-Statutory Registers**") and:

(a) The board of Directors shall have the power and authority to permit auditing of the Non-Statutory Registers at such intervals, and by such persons and in such manner, as required by the Listing Rules and the ASX Settlement Operating Rules.

(b) The board of Directors shall have power and authority to permit inspection of the Non-Statutory Registers and to provide information recorded therein as well as any other information regarding the direct or indirect shareholding of a shareholder of which the Company has been notified by that shareholder to the authorities entrusted with the supervision and/or implementation of the trading of CUFS on the ASX.

(c) Part of the Non-Statutory Registers may be kept abroad, in addition to in the State, in order to comply with the Listing Rules.

78. Notice of General Meetings

CUFS Holders shall be entitled to receive notice of and to attend general meetings of the Company in the same manner as set out in Article 53 but shall not be entitled to vote.

79. Registration of Transfers of CUFS

The Directors must refuse to register or authorise any transfer of CUFS:

(a) not permitted under the Listing Rules or the ASX Settlement Operating Rules; or

(b) if permitted only on conditions contained in the Listing Rules or the ASX Settlement Operating Rules, then upon satisfaction of those conditions.

80. Other Provisions on the Registration of Transfers of CUFS

The following shall apply:

(a) The transfer of any CUFS in respect of shares in the Company may be effected by a Proper ASTC Transfer.

(b) Upon receipt of a Proper ASTC Transfer and subject to the Listing Rules and the ASX Settlement Operating Rules, the Directors must approve registration of a transferee named in the transfer as a CUFS Holder.

(c) The transferor will be deemed to remain the holder of the CUFS until a Proper ASTC Transfer has been effected or the name of the transferee is entered in the CHESS sub-register or the issuer sponsored sub-register (as applicable, and each as defined in the Listing Rules) as the holder of the CUFS.

(d) The Company must not require a statutory declaration or other document in connection with ownership restrictions of its CUFS before it will register a transfer document.

(e) The Directors may decline to register or may prevent registration of a transfer of CUFS or may apply a Holding Lock to prevent a transfer in accordance with the Listing Rules if: (i) the transfer is not in a registrable form; or (ii) registration of the transfer may breach a law of Australia.

(f) The Directors must cause notice of any action under Article 80(e) to be given as required by the Listing Rules. Failure to do so will not invalidate such action.

(g) The Directors may suspend the registration of transfers of CUFS at the times and for the periods they determine, but only as permitted by the ASX Settlement Operating Rules.

(h) The Directors must ensure that the Company does not charge a fee for registering, issuing, handling or otherwise dealing with transfers of CUFS and holding statements and other documents evidencing transactions or information with respect to its CUFS, as required by, or unless allowed by, Listing Rule 8.14.

(i) The Directors may decline to register or may prevent registration of a transfer of CUFS or may apply a Holding Lock to prevent a transfer in accordance with the Listing Rules if the transfer is paper-based and registration of the transfer will create a new holding that will be a Non-marketable Parcel.

(j) The Company may elect to, but is not required to, register more than 3 persons as joint holders of CUFS, unless the joint holders become entitled due to transmission upon the death of a CUFS Holder or unless required to do so under the Listing Rules or the ASX Settlement Operating Rules.

81. Divestment of Non-marketable Parcel of CUFS

(a) A divestment under Article 81(c) is subject to and must occur in accordance with the Listing Rules and the ASX Settlement Operating Rules, including ASX Settlement Operating Rule 5.12, which shall prevail in the event of any inconsistency with any of the provisions of Article 81(c) to Article 90.

(b) The provisions of Article 81(c) to Article 90 only apply to Securities in a new holding created by the transfer of a parcel of Securities that was less than a Marketable Parcel at the time the transfer document was initiated or, in the case of a paper based transfer document, was lodged with the Company.

(c) The board of Directors may cause the Company to sell a Securities Holder's Securities if the Securities Holder holds less than a Non-marketable Parcel and the procedures in Articles 82 to 90 are observed.

82. Notice of Proposed Sale of CUFS

Once in any 12 month period, the Company may give written notice to a Securities Holder who holds a Non-marketable Parcel or, if held by joint Securities Holders, to all of the joint Securities Holders:

(a) explaining the effect of this Article 82;

(b) stating that it intends to sell the Non-marketable Parcel; and

(c) specifying a date at least 35 Business Days after the notice is given by which the Securities Holder may give the Company written notice that the Securities holder wishes to retain the holding.

83. No sale where CUFS holder gives notice

The Company must not sell a Non-marketable Parcel if, prior to such sale being contracted, the Company receives a written notice that the Securities Holder wants to retain it.

84. Terms of Sale

(a) The Company may sell the Securities which make up the Non-marketable Parcel as soon as practicable at a price which the Directors consider to be the best price reasonably obtainable for the Securities at the time they are sold. A sale of Securities under this Article includes all dividends payable on and other rights attaching to them. The Company must pay the costs of the sale if not prohibited from doing so by the Acts or law, or must cause the purchaser to do so. Otherwise, the Directors may decide the manner, time and terms of sale.

(b) For the purpose of giving effect to Article 84(a) the Directors may authorise a person, without further leave or consent from a relevant member, to execute and deliver a transfer of such shares as agent for and in the name of the relevant member on behalf of the Securities Holder who holds a Non-marketable Parcel.

85. Change in circumstance

If a Securities Holder's holding becomes a Marketable Parcel after notice is given but before the Securities are sold, the Directors may decide that Articles 81 to 90 no longer applies to that holding. Before a sale is effected under Articles 81(c) to 90, the Directors may suspend or terminate the operation of this Article either generally or in the case of a specific Securities Holder.

86. Application of proceeds

The Company must:

(a) give written notice to the former Securities Holder stating:

(i) what the amount of the sale proceeds is; and

(ii) that it is holding the balance for the former Securities Holder while awaiting the former Securities Holder's return of the certificate (if any) for the Securities sold or evidence of its loss or destruction;

(b) if the Securities were certificated, not pay the amount until it has received the certificate for them or evidence satisfactory to the Company of the loss or destruction of the certificate together, where the Directors so require it, with an indemnity therefor; and

(c) subject to Article 86(b), send the amount of the sale proceeds to the former holder after the sale.

87. Protection for transferee

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

88. No sale where takeover bid announced

The power to sell under this Part XI lapses following the announcement of a takeover bid for the Company. The procedure may be started again after the close of the offers made under the takeover bid.

89. Voting Rights and Dividend Rights

The Company may remove or change the voting right or the right to receive dividends for any

Securities in a Non-marketable Parcel. If it has done so and proceeds with the sale of the Non marketable Parcel, it must send any dividends that have been withheld to the former holder after the sale of the Non marketable Parcel.

90. No Express Permission for Holding of Non-marketable Parcel

These Articles do not contain an express permission for a Securities Holder to have a holding of a Non-marketable Parcel for the purposes of ASX Settlement Operating Rule 8.10.2.

PART XII - DIRECTORS

91. Number of Directors

Unless otherwise determined by the Company in General Meeting the number of Directors shall not be more than ten nor less than two. The continuing Directors may act notwithstanding any vacancy in their body, provided that, and subject as provided in these Articles, if the number of the Directors is reduced below the prescribed minimum the remaining Director or Directors shall appoint forthwith an additional Director or additional Directors to make up such minimum or shall convene a general meeting of the Company for the purpose of making such appointment. If there be no Director or Directors able or willing to act then any two Members may summon a general meeting for the purpose of appointing Directors. Any additional Director so appointed shall hold office (subject to the provisions of the Acts and these Articles) only until the conclusion of the annual general meeting of the Company next following such appointment unless he is re-elected during such meeting and he shall not retire by rotation at such meeting or be taken into account in determining the Directors who are to retire by rotation at such meeting.

92. Share Qualification

A Director is not required to hold shares in the Company.

93. Ordinary Remuneration of Directors

The ordinary remuneration of the Directors who do not hold any executive office shall in any financial year be such amount last determined by ordinary resolution of the Company in general meeting (or until so determined, as may be determined by the Directors from time to time) and shall be divisible among those Directors as they may agree, or, failing agreement, equally, except that any Director who shall hold office for part only of the period in respect of which such remuneration is payable shall be entitled only to rank in such division for a proportion of the remuneration related to the period during which he has held office. This Article does not apply to payments made pursuant to Article 95.

94. Special Remuneration of Directors

Any Director who holds any executive office (including for this purpose the office of chairman or Deputy chairman) or who serves on any committee, or who otherwise performs services which in the opinion of the Directors are outside the scope of the ordinary duties of a Director, may, subject to the Listing Rules, be paid such extra remuneration by way of salary, commission or otherwise as the Directors may determine.

95. Expenses of Directors and use of Company Property

(a) The Directors may be paid all travelling, hotel and other expenses properly incurred by them in connection with their attendance at meetings of Directors or committees of Directors or general meetings or separate meetings of the Holders of any class of shares or of debentures of the Company or otherwise in connection with the discharge of their duties.

(b) A Director is expressly permitted (for the purposes of Section 228(1)(d) of the 2014

Act) to use the Company's property subject to such conditions as may be approved by the Board or such conditions as may have been approved pursuant to such authority as may be delegated by the Board in accordance with these Articles or as permitted by the terms of a relevant Director's terms of employment or appointment (as the case may be).

PART XIII - POWERS OF DIRECTORS

96. Directors' Powers

(a) Subject to the provisions of the Acts, the Memorandum of Association of the Company and these Articles, and to any directions by the Members given by special resolution in compliance with Article 96(b) and such directions not being inconsistent with any provisions of these Articles or any provisions of the Acts, the business of the Company shall be managed by the Directors who may do all such acts and things and exercise all the powers of the Company as are not by the Acts or by these Articles or the Listing Rules required to be done or exercised by the Company in general meeting. No alteration of the Memorandum of Association of the Company or of these Articles and no such direction shall invalidate any prior act of the Directors which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this Article shall not be limited by any special power given to the Directors by these Articles and a meeting of Directors at which a quorum is present may exercise all powers exercisable by the Directors.

(b) Any direction proposed to be given by the Members pursuant to Article 96(a) above shall not validly be considered unless notice in writing of the terms of such special resolution and the intention to move the same has been lodged at the Office not less than seven nor more than thirty Clear Days prior to the time appointed for holding the meeting or adjourned meeting at which such ordinary resolution is to be proposed.

97. Power to Delegate

Without prejudice to the generality of the last preceding Article, the Directors may delegate (with power to sub- delegate) any of their powers to any Chief Executive or any other Director holding any other executive office and to any committee consisting of one or more Directors together with such other persons (if any) as may be appointed to such committee by the Directors provided that a majority of the members of each committee appointed by the Directors shall at all times consist of Directors and that no resolution of any such committee shall be effective unless a majority of the members of the committee present at the meeting at which it was passed are Directors. Insofar as any such power or discretion is delegated to a committee any reference in these Articles to the exercise by the Directors of the power or discretion so delegated shall be read and construed as if it were a reference to the exercise thereof by such a committee. Any such delegation may be made subject to any conditions the Directors may impose, and either collaterally with or to the exclusion of their own powers and may be revoked. Subject to any such conditions, the proceedings of a committee with two or more members shall be governed by the provisions of these Articles regulating the proceedings of Directors so far as they are capable of applying.

98. Appointment of Attorneys

The Directors, from time to time and at any time by power of attorney under seal may appoint any company, firm or person or fluctuating body of persons, whether nominated directly or indirectly by the Directors, to be the attorney or attorneys of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Directors under these Articles) and for such period and subject to such conditions as they may think fit. Any such power of attorney may contain such provisions for the protection of persons dealing with any such attorney as the Directors may think fit and may authorise any such attorney to sub-delegate all or any of the powers, authorities and discretions vested in him.

99. Local Management

Without prejudice to the generality of Articles 96 and 97 the Directors may establish any committees, local boards or agencies for managing any of the affairs of the Company, either in the State or elsewhere, and may appoint any persons to be members of such committees, local boards or agencies and may fix their remuneration and may delegate to any committee, local board or agent any of the powers, authorities and discretions vested in the Directors with power to sub-delegate and any such appointment or delegation may be made upon such terms and subject to such conditions as the Directors may think fit, and the Directors may remove any person so appointed, and may annul or vary any such delegation, but no person dealing in good faith with any such committee, local board or agency, without notice of any such removal, annulment or variation shall be affected thereby.

100. Borrowing Powers

The Directors may exercise all the powers of the Company to borrow or raise money and to mortgage or charge its undertaking, property, assets, and uncalled capital or any part thereof subject to Part 3 of the 2014 Act and to issue debentures, debenture stock and other securities whether outright or as collateral security for any debt, liability or obligation of the Company or of any third party, without any limitation as to amount.

101. Execution of Negotiable Instruments

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

102. Provision for Employees

The Directors may, subject to the Listing Rules, exercise any power conferred by the Acts to make provision for the benefit of persons employed or formerly employed by the Company or any of its subsidiaries in connection with the cessation or the transfer to any person of the whole or any part of the undertaking of the Company or that subsidiary.

103. Participation in CHESS

(a) The Directors may resolve to do anything that is necessary or desirable for the Company to participate in any computerised, electronic or other system for the facilitation of the transfer of CUFS or the operation of the Company's registers that may be owned, operated or sponsored by ASX or a related body corporate of ASX.

(b) While the Company remains a participant in any such system:

(i) it must comply with the Listing Rules and the ASX Settlement Operating Rules relating to transfers, registers, divestment of holdings, holding statements for new holdings and changed holdings and replacement certificates;

(ii) it need not do anything that, as a participant, it is relieved of doing by the Acts or law or would otherwise be required to do by these Articles; and

(iii) it must comply with ASX Settlement Operating Rule 5.21 with respect to any rights issue.

PART XIV - APPOINTMENT AND RETIREMENT OF DIRECTORS

104. Retirement of Directors

Without prejudice to Article 91 and Article 105 of these Articles, in circumstances where all of the Directors for the time being of the Company voluntarily decide to retire from office at an annual general meeting of the Company (in this Article, the **Retiring Directors**), and if none, or some only of the Retiring Directors having offered themselves for re-appointment, shall be re-appointed at the meeting, and, in either case, the result is that the aggregate number of Directors holding office at the end of the meeting or otherwise appointed by the Members at the meeting, in accordance with these Articles, shall be less than the minimum number fixed by or in accordance with these Articles as the quorum (the **Minimum Number of Directors**), then the Retiring Directors present at the end of the meeting shall be entitled to nominate at their discretion, one or more of their number (in addition to any Retiring Director(s) who shall have been so re-appointed and any Director(s) who shall have been otherwise appointed by the Members at the meeting), up to the Minimum Number of Directors, to be the continuing Directors of the Company (in this Article, the **Continuing Directors**). The Continuing Directors shall be empowered to execute and do all such documents acts and things as they shall consider, acting reasonably and in good faith, to be necessary or desirable in order to enable the business of the Company to continue, pending the convening and holding of another general meeting of the Company for the purposes of appointing new Directors, which the Continuing Directors shall be required to convene and hold as soon as reasonably practicable. The Continuing Directors shall, if willing to continue to act, remain in office until the conclusion of the next general meeting at which not less than the Minimum Number of Directors shall be appointed. If any of the Continuing Directors shall resign from office prior to the date of the general meeting on which not less than the Minimum Number of Directors shall be appointed, the remaining Continuing Director or Directors shall be entitled to appoint an additional Director or additional Directors in their place, up to the Minimum Number of Directors, and the provisions of this Article 104 shall apply to any such additional Director(s), mutatis mutandis.

105. Retirement by Rotation

(a) Subject to Article 91 and Article 105(h), each Director must retire not later than the later of the third annual general meeting or three years following his last appointment or re-appointment in general meeting.

(b) In any event, at each annual general meeting of the Company a minimum number of Directors as specified in Article 105(c) are subject to retirement by rotation and that number includes any Director retiring under Article 105(a) but does not include any Director who wishes to retire and who does not offer himself for re-appointment.

(c) The minimum number of Directors subject to retirement by rotation is one-third of the Directors for the time being (calculated as aforesaid and subject also to the provisions of Article 106) or if the said number of Directors is not divisible by three, the number which is nearest to and less than one-third. If there is only one director who is subject to retirement by rotation then he shall retire.

(d) The Directors to retire by rotation shall be those who have been longest in office since their last appointment or reappointment but as between persons who became or were last reappointed Directors on the same day those to retire shall be determined (unless they otherwise agree among themselves) by lot.

(e) Subject to Article 106, a Director who retires at an annual general meeting may be reappointed if willing to act. If he is not reappointed (or deemed to be reappointed pursuant to these Articles) he shall retain office until the meeting appoints someone in his place or, if it does not do so, until the end of the meeting.

(f) Without prejudice to Article 91, if none, or some only, of the Directors retiring from office at an annual general meeting of the Company (the “Retiring Directors”), having offered themselves for re-appointment, shall be re-appointed at the meeting, and, in either case, the result is that the aggregate number of Directors holding office at the end of the meeting or otherwise appointed by the Members at the meeting, in accordance with

these Articles, shall be less than the minimum number fixed by or in accordance with these Articles as the quorum (the "Minimum Number of Directors"), then the Retiring Directors present at the end of the meeting shall be entitled to nominate one or more of their number (in addition to any Retiring Director(s) who shall have been so re-appointed and any Director(s) who shall have been otherwise appointed by the Members at the meeting), up to the Minimum Number of Directors, to be the continuing Directors of the Company (the "Continuing Directors"). The Continuing Directors shall be empowered to execute and do all such documents acts and things as they shall consider, acting reasonably and in good faith, to be necessary or desirable in order to enable the business of the Company to continue, pending the convening and holding of another general meeting of the Company for the purposes of appointing new Directors, which the Continuing Directors shall be required to convene and hold as soon as practicable. The Continuing Directors shall, if willing to continue to act, remain in office until the conclusion of the next general meeting at which not less than the Minimum Number of Directors shall be appointed.

(g) If any of the Continuing Directors shall resign from office prior to the date of the general meeting on which not less than the Minimum Number of Directors shall be appointed, the remaining Continuing Director or Directors shall be entitled to appoint an additional Director or additional Directors in their place, up to the Minimum Number of Directors, and the provisions of this Article shall apply to any such additional Director(s), *mutatis mutandis*.

(h) One Director holding executive office (or, if there is more than one such Director, that Director nominated by the Directors for the purpose of this Article) is not subject to this Article 105 and is not to be taken into account in determining the Directors required to retire at an annual general meeting.

106. Deemed Reappointment

If the Company, at the meeting at which a Director retires by rotation, does not fill the vacancy, the retiring Director, if willing to act shall be deemed to have been re-appointed, unless at the meeting it is resolved not to fill the vacancy or a resolution for the reappointment of the Director is put to the meeting and lost.

107. Eligibility for Appointment

(a) No person other than a Director retiring in accordance with these Articles shall be appointed a Director at any annual general meeting unless he is recommended by the Directors, or unless a draft resolution for the appointment of such person (accompanied by the particulars which would be required, if he were to be so appointed, to be included in the Company's register of Directors together with a notice executed by that person of his willingness to be appointed) shall have been proposed by a Member or Members holding between them such percentage of the issued share capital as would entitle them to convene an extraordinary general meeting of the Company under the Acts, shall have been received by the Company in hardcopy form by post at the Office or in electronic form by means of an electronic communication at least forty-two days before the meeting to which it relates (together with evidence reasonably satisfactory to the Directors of the Members' shareholding (by virtue of which the Member or Members may exercise such a right), and passed at that meeting in compliance with the Acts and these Articles.

(b) In the case of a general meeting other than an annual general meeting, no person other than a Director retiring as aforesaid or a person recommended by the Directors shall be re-appointed or appointed (as the case may be) as a director unless, not less than thirty days before the date appointed for the meeting, a draft resolution for the appointment of such person (accompanied by the particulars which would be required, if he were to be so appointed, to be included in the Company's register of Directors together with a notice executed by that person of his willingness to be appointed) shall have been proposed by a Member or Members holding between them such percentage

of the issued share capital, as would entitle them to convene an extraordinary general meeting of the Company under the Acts, shall have been received by the Company in hardcopy form or in electronic form, (together with evidence reasonably satisfactory to the Directors of the Members' shareholding (by virtue of which the Member or Members may exercise such a right), and shall have been passed at that meeting in compliance with the Acts and these Articles.

(c) No Director shall be required to retire on account of age.

108. Appointment of Additional Directors including Alternate Directors

(a) Subject as provided in these Articles, the Company by ordinary resolution may appoint a person to be a Director who is willing to act, either to fill a vacancy or as an additional Director and may also determine the rotation in which any additional Directors are to retire.

(b) Subject as provided in these Articles, the Directors may from time to time appoint a person who is willing to act to be a Director, either to fill a vacancy or as an additional Director, provided that the appointment does not cause the number of Directors to exceed any number fixed by or in accordance with these Articles as the maximum number of Directors. A Director so appointed shall, unless such appointment is subsequently approved or ratified by ordinary resolution of the Members prior to the next annual general meeting following his appointment, hold office only until the next annual general meeting following his appointment and shall be eligible for re-election. If not re-appointed at such annual general meeting, such Director shall vacate office at the conclusion thereof.

(c)

(i) Any Director may from time to time appoint by writing under his hand any person (including another Director) to be his alternate, provided always that no such appointment of a person other than a Director as an alternate will be effective unless and until such appointment is approved by resolution of the Directors. Any such authority may be sent by delivery, post, cable, telegram, telex, telefax, electronic mail or any other means of communication approved by the Directors and may bear a printed, facsimile, electronic, or advanced electronic signature of the Director giving such authority. An alternate will be entitled, subject to his giving to the Company an address to receive notices of all meetings of the Directors and of all meetings of Committees of which his appointer is a member, to receive notice of and attend and vote at any such meeting at which the Director appointing him is not personally present and, in the absence of his appointer, to perform all the functions, and exercise all the powers, rights, duties and authorities, of his appointer as a Director (other than the right to appoint an alternate hereunder), and shall be entitled to contract and to be interested in and to benefit from contracts and arrangements and to be repaid expenses and be indemnified upon and subject to the provisions of these Articles to the same extent as if he were a director.

(II) A person may act as alternate for more than one Director, and while he is so acting will be entitled to a separate vote for each Director he is representing and, if he is himself a Director, his vote or votes as an alternate will be in addition to his own vote. An alternate will be counted for the purpose of reckoning whether a quorum is present at any meeting attended by him at which he is entitled to vote, but where he is himself a Director or is the alternate of more than one Director he will only be counted once for such purpose. Save as otherwise provided in these Articles, an alternate will be deemed for all purposes to be a Director and will alone be responsible for his own acts and

defaults and he will not be deemed to be the agent of his appointer. The remuneration of an alternate will be payable out of the remuneration paid to his appointer and will consist of such portion of the last-mentioned remuneration as may be agreed between the alternate and his appointer.

(iii) The appointment of any alternate Director may be revoked by the appointing Director, or by a majority of the other Directors, or by the Company in general meeting. If a Director dies or ceases to hold the office of Director the appointment of his alternate will thereupon ipso facto terminate, but if a Director retires but is re-appointed or deemed to have been re-appointed at the meeting at which he retires, any appointment of an alternate made by him which was in force immediately prior to his retirement will continue after his re-appointment.

(IV) Any appointment or revocation of any alternate by a Director shall be effected by notice in writing given under his hand to the Company or deposited at the Registered Office, or in any other manner approved by the Directors.

PART XV - DISQUALIFICATION AND REMOVAL OF DIRECTORS

109. Disqualification of Directors

A Director will automatically cease to hold office as a director if:-

(a) he ceases to be, or is removed as, a Director by virtue of any provision of the Acts or these Articles, or he becomes prohibited by law (under the laws of Ireland or of Australia) from being a Director or is restricted by law in acting as a Director;

(b) he is adjudicated bankrupt in any jurisdiction or being a bankrupt has not obtained a certificate of discharge in the relevant jurisdiction; or

(c) in the opinion of a majority of his co-Directors, the health of the Director is such that he or she can no longer be reasonably regarded as possessing an adequate decision-making capacity so that he or she may discharge his or her duties as a Director; or

(d) he resigns his office by notice to the Company and his co-Directors resolve to accept his resignation;

(e) he holds any executive office or employment with the Company or any subsidiary, and that office or employment is terminated for any reason and his co-Directors resolve that his office as a director be vacated;

(f) he is convicted of an indictable offence, unless the co-Directors otherwise resolve;

(g) he shall have been absent for more than six consecutive months without permission of the Directors from meetings of the Directors held during that period and his co-Directors pass a resolution that by reason of such absence he has vacated office;

(h) he is removed from office by notice in writing served upon him signed by all his co-Directors; if he holds an appointment to an executive office which thereby automatically determines, such removal shall be deemed an act of the Company and shall have effect without prejudice to any claim for damages for breach of any contract of service between him and the Company.

110. Removal of Directors

Subject to the provisions of the Acts, the Company, by ordinary resolution of which at least 28 days' notice has been given of the intention to move any such resolution, may remove any

Director before the expiry of his period of office notwithstanding anything in these Articles or in any agreement between the Company and such Director and may, if thought fit, by ordinary resolution appoint another Director in his stead. The person appointed shall be subject to retirement at the same time as if he had become a Director on the date on which the Director in whose place he is appointed was last appointed a Director. Nothing in this Article shall be taken as depriving a person removed hereunder of compensation or damages payable to him in respect of the termination of his appointment as Director or of any appointment terminating with that of Director.

PART XVI - DIRECTORS' OFFICES AND INTERESTS

111. Executive Offices

(a) The Directors may appoint one or more of their body to the office of Chief Executive or Managing Director or to any other executive office under the Company (including, where considered appropriate, the office of the chairman, provided that the Director appointed as chairman shall not hold any other executive office in the Company) on such terms and for such period as they may determine and, without prejudice to the terms of any contract entered into in any particular case, may revoke any such appointment at any time.

(b) Subject to the Listing Rules, a Director holding any such executive office shall receive such remuneration, whether in addition to or in substitution for his ordinary remuneration as a Director and whether by way of salary, commission, participation in profits or otherwise or partly in one way and partly in another, as the Directors may determine.

(c) The appointment of any Director to the office of chairman or Chief Executive shall (unless the Directors otherwise determine) determine automatically if he ceases to be a Director but without prejudice to any claim for damages for breach of any contract of service between him and the Company.

(d) The appointment of any Director to any other executive office shall not determine automatically if he ceases from any cause to be a Director unless the contract or resolution under which he holds office shall expressly state otherwise, in which event such determination shall be without prejudice to any claim for damages for breach of any contract of service between him and the Company.

(e) Subject to the Listing Rules, a Director may hold any other office or place of profit under the Company (except that of Auditor) in conjunction with his office of Director, and may act in a professional capacity to the Company, on such terms as to remuneration and otherwise as the Directors shall approve.

112. Disclosure of Interests by Directors

(a) A Director or shadow director of the Company who is in any way, whether directly or indirectly, interested in a contract or proposed contract with the Company shall comply with the provisions of Section 231 of the 2014 Act (as amended by Section 221 of the 2014 Act) (in the case of a shadow director, as applied by Section 221 of the 2014 Act) with regard to the disclosure of such interest by declaration or notice.

(b) A copy of every declaration made and notice given under Section 231 of the 2014 Act shall be entered within three days after the making or giving thereof in a book kept for this purpose. Such book shall be open for inspection without charge by any Director, Secretary, Auditor or Member of the Company, and by any other person entitled to inspect the said book pursuant to the Acts, at the Office and shall be produced at every general meeting of the Company and at any meeting of the Directors if any Director so requests in sufficient time to enable the book to be available at the meeting.

113. Directors' Interests

(a) Subject to the provisions of the Acts (except as qualified by Article 114(d)) and the requirements of the Listing Rules, and provided that he has disclosed to the Directors the nature and extent of any material interest of his in accordance with these Articles, a Director notwithstanding his office:-

(i) may be a party to, or otherwise interested in, any transaction or arrangement with the Company or any subsidiary or Associated Company thereof or in which the Company or any subsidiary or Associated Company thereof is otherwise interested;

(ii) may be a Director or other officer of, or employed by or provide services to or have an interest in any investment manager to the Company from time to time;

(iii) may be a Director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any body corporate promoted by the Company or in which the Company or any subsidiary or Associated Company thereof is otherwise interested; and

(iv) shall not be accountable, by reason of his office, to the Company for any benefit which he derives from any such office or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit.

(b) No Director or intending Director shall be disqualified by his office from contracting with the Company either as vendor, purchaser or otherwise, nor shall any such contract or any contract or arrangement entered into by or on behalf of the other Company in which any Director shall be in any way interested be avoided, nor shall any Director so contracting or being so interested be liable to account to the Company for any profit or benefit realised by any such contract or arrangement by reason of such Director holding that office or of the fiduciary relationship thereby established.

(c) The Director must disclose to the Company all information in such form and within such time as necessary to enable the Company to comply with its obligations under Listing Rule 3.19A.

114. Restriction on Directors' Voting

(a) Save as otherwise provided by these Articles, a Director shall not vote at a meeting of the Directors or a committee of Directors on any resolution concerning a matter in which he has, directly or indirectly or together with any person or persons connected with him, an interest which is (to his knowledge) a material interest (otherwise than by virtue of his interests in shares or debentures or other securities of, or otherwise in or through, the Company) or a duty which conflicts or may conflict with the interests of the Company. A Director shall not be counted in the quorum present at a meeting in relation to any such resolution on which he is not entitled to vote.

(b) Notwithstanding paragraph (a) of this Article, a Director shall be entitled (in the absence of some other material interest or duty which conflicts or may conflict with the interests of the Company than is indicated below) to vote (and be counted in the quorum) in respect of any resolutions at a meeting of the Directors or a committee of the Directors concerning any or all of the following matters, namely:-

(i) the giving of any security, guarantee or indemnity to him in respect of money lent by him or any other person at the request of or for the benefit of the Company or any of its subsidiary companies or Associated Companies or obligations incurred by him or any other person at the request of or for the benefit of the Company or any of its subsidiary companies or Associated

Companies;

(ii) the giving of any security, guarantee or indemnity to a third party in respect of a debt or obligation of the Company or any of its subsidiary companies or Associated Companies for which he himself has assumed responsibility in whole or in part and whether alone or jointly with others under a guarantee or indemnity or by the giving of security;

(iii) any proposal concerning any offer of shares or debentures or other securities of or by the Company or any of its subsidiary companies or Associated Companies for subscription, purchase or exchange in which offer he is or may be entitled to participate as a holder of shares, debentures, or other securities, or in which he is to be interested as a participant in the underwriting or sub-underwriting thereof;

(iv) any proposal concerning any other company in which he is interested, directly or indirectly and whether as an officer or shareholder or otherwise howsoever, provided that he and any persons connected with him do not to his knowledge hold an interest in shares (as that term is used in Chapter 4 of Part 17 of the 2014 Act) representing one per cent. or more of the issued shares of any class of such company or of the voting rights available to Members of such company (or of a third company through which his interest is derived) (any such interest being deemed for the purposes of this Article to be a material interest in all circumstances);

(v) any proposal concerning the adoption, modification or operation of a superannuation fund or retirement benefits scheme under which he may benefit and which has been approved by or is subject to and conditional upon approval for taxation purposes by the appropriate Revenue authorities and which does not award him any privilege or benefit not generally awarded to the employees to whom such fund or scheme relates;

(vi) any proposal concerning the adoption, modification or operation of any scheme for enabling employees (including full time executive Directors) of the Company and/or any subsidiary thereof to acquire shares in the Company or any arrangement for the benefit of employees of the Company or any of its subsidiaries under which the Director benefits or may benefit and which does not award the Director any privilege or benefit not generally awarded to the employees to whom such scheme or arrangement relates; and

(vii) any proposal concerning any indemnity which the Company proposes to give under Article 158 or any insurance which the Company proposes to maintain or purchase for the benefit of the Directors or for the benefit of persons including the Directors.

(c) Where proposals are under consideration concerning the appointment (including fixing or varying the terms of appointment) of two or more Directors to offices or employments with the Company or any company in which the Company is interested, such proposals may be divided and considered in relation to each Director separately and in such case each of the Directors concerned (if not debarred from voting under sub-paragraph (b)(iv) of this Article) shall be entitled to vote (and be counted in the quorum) in respect of each resolution except that concerning his own appointment.

(d) Nothing in Section 228(1)(e) of the 2014 Act shall restrict a director from entering into any commitment which has been approved by the Board or has been approved pursuant to such authority as may be delegated by the Board in accordance with these Articles. It shall be the duty of each Director to obtain the prior approval of the Board, before entering into any commitment permitted by Sections 228(1)(e)(ii) and 228(2) of the 2014 Act.

(e) If a question arises at a meeting of Directors or of a committee of Directors as to the materiality of a Director's interest or as to the right of any Director to vote and such question is not resolved by his voluntarily agreeing to abstain from voting, such question may be referred, before the conclusion of the meeting, to the chairman of the meeting and his ruling in relation to any Director other than himself shall be final and conclusive (except in a case where it is established that the nature or extent of the interest of such Director has not been fully and fairly disclosed); provided that, if such question arises in relation to the chairman of the meeting, he shall temporarily vacate the chair and such question may be resolved by a resolution of the majority of the Directors (other than the Chairman) present at the meeting at which the question first arises.

(f) For the purposes of this Article, an interest of a person who is the spouse or a minor child of a Director shall be treated as an interest of the Director and in relation to an alternate Director, an interest of his appointer shall be treated as an interest of the alternate Director.

(g) The Company may, by ordinary resolution, suspend or relax the provisions of this Article to any extent, and may also ratify or approve of any transaction not duly authorised by reason of a contravention of any of the provisions of this Article.

115. Entitlement to Grant Pensions etc.

Subject to the Listing Rules, the Directors may provide benefits, whether by way of pensions, bonuses, gratuities or otherwise, for any Director, former Director or other officer or former officer of the Company (including any alternate director) or to any person who holds or has held any employment with the Company or with any body corporate which is or has been a subsidiary or Associated Company of the Company or a predecessor in business of the Company or of any such subsidiary or Associated Company and to any member of his family or any other person who is or was dependent on him, and may set up, establish, support, alter, maintain and continue any scheme for providing all or any such benefits and for such purposes any Director accordingly may be, become or remain a member of, or rejoin, any scheme and receive or retain for his own benefit all benefits to which he may be or become entitled thereunder. The Directors may pay out of the funds of the Company any premiums, contributions or sums payable by the Company under the provisions of any such scheme in respect of any of the persons or class of persons above referred to who are or may be or become members thereof.

PART XVII - PROCEEDINGS OF DIRECTORS

116. Convening and Regulation of Directors' Meetings

(a) Subject to the provisions of these Articles, the Directors may regulate their proceedings as they think fit. A Director may, and the Secretary at the request of a Director shall, call a meeting of the Directors. Any Director may waive notice of any meeting and any such waiver may be retrospective. If the Directors so resolve, it shall not be necessary to give notice of a meeting of Directors to any Director or alternate Director who, being a resident of the State, is for the time being absent from the State.

(b) Notice of a meeting of the Directors or any other notice required to be given to, or by a Director, shall be deemed to be duly given to a Director if it is given to him personally or by word of mouth or sent in writing by delivery, post, cable, telegram, telex, telefax, electronic mail or otherwise in electronic form, (whether as an electronic communication or otherwise) or by any other means of communication approved by the Directors to him at his last known address or any other address or number (including any address or number used for the purpose of communication by way of electronic mail or other electronic communication) given by him to the Company for this purpose.

117. Quorum for Directors' Meetings

(a) The quorum for the transaction of the business of the Directors may be fixed by the Directors and unless so fixed at any other number shall be two. A person who holds office only as an alternate Director shall, if his appointer is not present, be counted in the quorum, but not withstanding that such person may act as alternate Director for more than one Director he shall not count as more than one for the purposes of determining whether a quorum is present.

(b) Any Director who ceases to be a Director at a meeting of the Directors may continue to be present and to act as a Director and to be counted in the quorum until the termination of the meeting provided no other Director objects and provided also that otherwise a quorum of Directors would not be present.

(c) The continuing Directors or a sole Director may act notwithstanding any vacancies in their number but if the number of Directors is less than the number fixed as the quorum, they may act only for the purpose of filling vacancies or of calling a general meeting.

118. Voting at Directors' Meetings

(a) Questions arising at any meeting of Directors shall be decided by a majority of votes. Where there is an equality of votes, the chairman of the meeting shall have a second or casting vote.

(b) Subject as hereinafter provided, each Director present and voting shall have one vote and in addition to his own vote shall be entitled to one vote in respect of each other Director not present at the meeting who shall have authorised him in respect of such meeting to vote for such other Director in his absence. Any such authority may relate generally to all meetings of the Directors or to any specified meeting or meetings and must be in writing and may be sent by delivery, post, cable, telegram, telex, telefax, or may be provided in electronic form (whether as an electronic communication or otherwise) or be sent by any other means of communication approved by the Directors and may bear a printed, electronic or facsimile signature of the Director giving such authority or may be otherwise authenticated in such manner as may be prescribed by the Directors. The authority must be delivered to the Secretary for filing prior to or must be produced at the first meeting at which a vote is to be cast pursuant thereto provided that no Director shall be entitled to any vote at a meeting on behalf of another Director pursuant to this paragraph if the other Director shall have appointed an alternate Director and that alternate Director is present at the meeting at which the Director proposes to vote pursuant to this paragraph.

119. Telecommunication Meetings

Any Director or alternate Director may participate in a meeting of the Directors or any committee of the Directors by means of conference telephone or by video or other telecommunications equipment by means of which all persons participating in the meeting can hear each other speak and such participation in a meeting shall constitute presence in person at the meeting.

120. Chairman/Joint Chairmen of the Board of Directors

The Directors may elect a chairman or joint chairmen, and if they think fit, a deputy chairman of their meetings and determine the period for which they are respectively to hold office and the date upon which their respective appointments are to take effect. If no chairman or joint chairmen is or are elected, or if at any meeting the chairman or, in the case of joint chairmen, one of the joint chairmen or the deputy chairman (if any) is not willing to act or is not present and willing to act within fifteen minutes after the time appointed for the holding of the meeting, the Directors present may choose one of their number to act as chairman of the meeting.

121. Validity of Acts of Directors

All acts done by any meeting of the Directors or of a committee of Directors or by any person acting as a Director, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such Director or person acting as aforesaid, or that they or any of them were disqualified from holding office or had vacated office, shall be as valid as if every such person had been duly appointed and was qualified and had continued to be a Director and had been entitled to vote.

122. Directors' Resolutions or Other Documents in Writing

A resolution or other document in writing signed (or otherwise authenticated in a manner determined by the Directors) by all the Directors entitled to receive notice of a meeting of Directors or of a committee of Directors shall be as valid as if it had been passed at a meeting of Directors or (as the case may be) a committee of Directors duly convened and held and may consist of several documents in the like form each signed (or otherwise authenticated as aforesaid, as the case may be) by one or more Directors, and for all purposes, shall take effect from the time that it is signed by the last Director and such resolution or other document or documents when duly signed (or otherwise authenticated as aforesaid, as the case may be) may be delivered or transmitted (unless the Directors shall otherwise determine either generally or in any specific case) by facsimile transmission or some other similar means of transmitting the contents of documents or may be delivered or transmitted in electronic form, whether as an electronic communication or otherwise provided such manner of delivery or transmission has been approved by the Directors. A resolution or other documents signed (whether by electronic signature, advanced electronic signature or otherwise as approved by the Directors) by an alternate Director need not also be signed by his appointer and, if it is signed by a Director who has appointed an alternate Director, it need not be signed by the alternate Director in that capacity.

PART XVIII - THE SECRETARY

123. Appointment of secretary

Subject to the Acts, the Secretary shall be appointed by the Directors for such terms, at such remuneration and upon such conditions as they may think fit and any Secretary so appointed may be removed by them. Anything required or authorised by the Acts or these Articles to be done by or to the Secretary may be done by or to any assistant or acting Secretary or, if there is no assistant or acting Secretary readily available and capable of acting, by or to any officer or employee of the Company authorised generally or specially in that behalf by the Directors: Provided that any provision of the Acts or these Articles requiring or authorising a thing to be done by or to a Director and the Secretary shall not be satisfied by its being done by or to the same person acting both as a Director and as, or in the place of, the Secretary.

PART XIX - THE SEAL

124. Use of Seal

The Directors shall ensure that the Seal (including any official securities seal kept pursuant to the Acts) shall be used only by the authority of the Directors or of a committee authorised by the Directors.

125. Seal for Use Abroad

The Company may exercise the powers conferred by the Acts with regard to having an official seal for use abroad and such powers shall be vested in the Directors.

126. Signature of Sealed Instruments

(a) Subject as provided in paragraph (b) of this Article, every instrument to which the Seal shall be affixed shall, as part of the sealing process, be signed by at least one Director

or some other person duly authorised by the Directors for the purpose and shall also be signed by the Secretary or one of the persons authorised as aforesaid (who has not already signed) and, in favour of any purchaser or person dealing with the Company in good faith, such signatures shall be conclusive evidence of the fact that the Seal has been properly affixed.

(b) The Directors may by resolution determine, either generally or in any particular case, that in respect of certificates for shares or debentures or other securities of the Company, the signature of any Director or of the Secretary or other person authorised by the Directors to form part of the sealing process in respect of certificates for shares or debentures or other securities of the Company, may be applied or effected by non-autographic means, or that such certificates shall bear no signatures, and in favour of any registered holder or other person acquiring any such shares or debentures or other securities in good faith a certificate executed in any of the modes of execution authorised herein shall be as valid and effective as if such certificate was issued under the Seal or the official securities seal kept pursuant to the Acts, as the case may be, of the Company pursuant to these Articles.

PART XX - DIVIDENDS AND RESERVES

127. Declaration of Dividends

Subject to the provisions of the Acts, the Company by ordinary resolution may declare dividends in accordance with the respective rights of the Members, but no dividend shall exceed the amount recommended by the Directors.

128. Scrip Dividends

Subject to the provisions of the Acts, the Directors may, if authorised by an ordinary resolution of the Company and their being duly authorised pursuant to the Acts, offer any holders of shares of any class thereof the right to elect to receive shares, credited as fully paid, instead of cash in respect of the whole (or some part, to be determined by the Directors) of any dividend specified by the ordinary resolution. The following provisions shall apply:

(a) An ordinary resolution may specify a particular dividend, or may specify all or any dividends declared within a specified period, but such period may not end later than the date that is five (5) years from the date of the resolution.

(b) The entitlement of each holder of shares to new shares shall be such that the relevant value of the entitlement shall be, as nearly as possible in the Directors' absolute discretion, equal to (but not greater than) the cash amount (disregarding any tax credit) of the dividend that such holder elects to forgo (excluding any fractional entitlement). For this purpose, "relevant value" shall be calculated by reference to the average of the last reported trade price for the Company's Securities traded on the ASX for the day on which the ordinary shares are first quoted "ex" the relevant dividend and the four subsequent Trading Days, or in such manner as may be determined by or in accordance with the ordinary resolution. A certificate or report by the auditors as to the amount of the relevant value in respect of any dividend shall be conclusive evidence of that amount.

(c) On or as soon as practicable after announcing that it is to declare or recommend any dividend, the Directors, if they intend to offer an election in respect of that dividend, shall also announce that intention, and shall after determining the basis of allotment, if they decide to proceed with the offer, notify the holders of shares in writing of the right of election offered to them and specify the procedure to be followed and place at which, and the latest time by which elections must be lodged in order to be effective. Any election by a holder of shares shall be binding on every successor in title to the shares in respect of which the election is made. The Directors may also issue forms under which Holders may elect in advance to receive new shares instead of dividends in

respect of future dividends not yet declared (and, therefore, in respect of which the basis of allotment shall not yet have been determined).

(d) The Directors shall not proceed with any election unless the Company has sufficient unissued shares authorised for issue and sufficient reserves or funds that may be capitalised to give effect to it after the basis of allotment is determined.

(e) The Directors may exclude from any offer any holders of shares where the Directors believe that the making of the offer to them would or might involve the contravention of the laws of any territory or that for any other reason the offer should not be made to them.

(f) The dividend (or that part of the dividend in respect of which a right of election has been offered) shall not be payable on shares in respect of which an election has been made ("the elected shares") and instead additional shares shall be allotted to the holders of the elected shares on the basis of allotment calculated as stated in this Article 128 in accordance with the Listing Rules. For such purpose the Directors shall capitalise, out of any amount for the time being standing to the credit of any reserve or fund (including the profit and loss account) whether or not the same is available for distribution as the Directors may determine, a sum equal to the aggregate nominal amount of the additional shares to be allotted on that basis and apply it in paying up in full the appropriate number of unissued shares for allotment and distribution to the holders of the elected shares on that basis and the provisions of Article 127 shall apply mutatis mutandis to any capitalisation made pursuant to this Article.

(g) The additional shares when allotted shall rank pari passu in all respects with the fully-paid shares then in issue except that they will not be entitled to participation in the relevant dividend.

(h) The Directors may do all acts and things considered necessary or expedient to give effect to any such capitalisation with full power to the Directors to make such provisions as they think fit where shares would otherwise have been distributable in fractions (including provisions whereby, in whole or in part, fractional entitlements are disregarded and the benefit of fractional entitlements accrues to the Company rather than to the holders concerned). The Directors may authorise any person to enter on behalf of all the Holders interested into an agreement with the Company providing for such capitalisation and matters incidental thereto and any agreement made under such authority shall be effective and binding on all concerned.

129. Interim and Fixed Dividends

Subject to the provisions of the Acts, the Directors may declare and pay interim dividends if it appears to them that they are justified by the profits of the Company available for distribution, and may fix the amount of the dividend, the time for determining entitlements to the dividend and the method of payment of the dividend. If the share capital is divided into different classes, the Directors may declare and pay interim dividends on shares which confer deferred or non-preferred rights with regard to dividends as well as on shares which confer preferential rights with regard to dividends, but subject always to any restrictions for the time being in force (whether under these Articles, under the terms of issue of any shares or under any agreement to which the Company is a party, or otherwise) relating to the application, or the priority of application, of the Company's profits available for distribution or to the declaration or as the case may be the payment of dividends by the Company. Subject as aforesaid, the Directors may also pay at intervals settled by them any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment. Provided the Directors act in good faith they shall not incur any liability to the Holders of shares conferring preferred rights for any loss they may suffer by the lawful payment of an interim dividend on any shares having deferred or non-preferred rights.

130. Payment of Dividends

(a) Except as otherwise provided by the rights attached to shares, all dividends shall be declared and paid according to the amounts paid up on the shares on which the dividend is paid. Subject as aforesaid, all dividends shall be 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 (excluding, however, any amounts credited without payment in money or other consideration and any amounts paid up in advance of the applicable due date for payment); but, if any share is issued on terms providing that it shall rank in priority for dividend as from a particular date, such share shall rank in priority for dividend accordingly. For the purposes of this Article, no amount paid on a share in advance of calls shall be treated as paid on a share.

(b) If several persons are registered as joint Holders of any share, any one of them may give effectual receipts for any dividend or other moneys payable on or in respect of the share; and

(c) Any dividend may at the discretion of the Directors and at the sole risk of the person or persons entitled thereto be paid in any currency and in such manner as may be approved by the Directors from time to time.

131. Deductions from Dividends

(a) The Directors may deduct from any dividend or other moneys payable to any Member in respect of a share any moneys presently payable by him to the Company in respect of that share.

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

132. Dividends in Specie

A general meeting declaring a dividend may direct, upon the recommendation of the Directors, that it shall be satisfied wholly or partly by the distribution of assets (and, in particular, of paid up shares, debentures or debenture stock of any other company or in any one or more of such ways) and the Directors shall give effect to such resolution. Where any difficulty arises in regard to the distribution, the Directors may settle the same as they think expedient and in particular may issue fractional certificates and fix the value for distribution of such specific assets or any part thereof in order to adjust the rights of all the parties and may determine that cash payments shall be made to any Members upon the footing of the value so fixed and may vest any such specific assets in trustees.

133. Payment of Dividends by Post or Electronic Funds Transfer System

Any dividend or other monies payable in respect of any share may be paid (whether in euro or any other currency) by such method as the Directors, in their absolute discretion, may decide. Different methods of payment may apply to different Holders or groups of Holders (such as overseas Holders). The methods of payment which the Company may adopt include, without limitation, payment wholly or partly:

(a) by cheque or warrant or any other similar financial instrument sent by post, at the risk of the person or persons entitled thereto, to the registered address of the Holder or, where there are joint Holders, to the registered address of that one of the joint Holders who is first named on the Register or to such person and to such address as the Holder or joint Holders may in writing direct. Every such cheque or warrant shall be made payable to the order of the person to whom it is sent and payment of the cheque or warrant shall be a good discharge to the Company. Any joint Holder or other person jointly entitled to a share as aforesaid may give receipts for any dividend or other monies payable in respect of the share;

(b) by any electronic funds transfer system, by bank transfer or by any other similar method approved by the Directors from time to time, to an account or address designated by the Holder or joint Holders, as the case may be. The debiting of the Company's account in respect of the appropriate amount, or in the case of shares in uncertificated form, the making of payment by means of a relevant system concerned, shall be deemed to be a good discharge of the Company's obligations in respect of any payments by such methods. Following such debiting, the Company will not be a trustee of such monies and no interest will accrue on such monies. The Company shall have no responsibility for any such dividend or other monies lost or delayed in the course of any such transfer and any payment shall be sent at the risk of the person or persons entitled to the money represented thereby. If the Directors decide that payments will be made by electronic transfer to an account nominated by a Holder or joint Holder, but no such account is nominated or an electronic transfer into a nominated account is rejected or refunded, the Company may credit the amount payable to an account of the Company to be held until the Holder or joint Holders nominate(s) a valid account; and

(c) in respect of shares in uncertificated form, where the Company is authorised to do so by or on behalf of the holder or joint holders in such manner as the Company shall from time to time consider sufficient, the Company may also pay any such dividend, interest or other moneys by means of the relevant system concerned (subject always to the facilities and requirements of that relevant system). Every such payment made by means of the relevant system shall be made in such manner as may be consistent with the facilities and requirements of the relevant system concerned. Without prejudice to the generality of the foregoing, in respect of shares in uncertificated form, such payment may include the sending by the Company or by any person on its behalf of an instruction to the operator of the relevant system to credit the cash memorandum account of the holder or joint holders.

134. Dividends Not to Bear Interest

No dividend or other moneys payable by the Company on or in respect of any shares shall bear interest against the Company unless otherwise provided by the rights attached to the shares.

135. Payment to Holders on a Particular Date

(a) Any resolution declaring a dividend on shares of any class, whether a resolution of the Company in general meeting or a resolution of the Directors, may specify that the same may be payable to the persons registered as the Holders of such shares at the close of business on a particular date, notwithstanding that it may be a date prior to that on which the resolution is passed.

(b) Subject to the Listing Rules, a dividend in respect of a share must be paid to the person whose name is entered in the Register as the holder of that Share as at the time the Board has fixed for that purpose, or if no such time is fixed, on the date on which the dividend is paid.

(c) If a transfer of a Share is registered after the time determined for entitlements to a dividend on that Share but before the dividend is paid, the person transferring that Share is entitled to that dividend, unless the ASX Settlement Operating Rules provide otherwise.

(d) The provisions of this Article shall apply, mutatis mutandis, to capitalisations to be effected in pursuance of these Articles.

136. Unclaimed Dividends

If the Directors so resolve, any dividend which has remained unclaimed for 12 (twelve) years from the date of its declaration shall be forfeited and cease to remain owing by the Company. The payment by the Directors of any unclaimed dividend or other moneys payable in respect of a share into a separate account shall not constitute the Company a trustee in respect thereof.

Any dividend, interest or other sum payable which remains unclaimed for one year after having been declared may be invested or otherwise made use of by the Directors for the benefit of the Company until claimed.

137. Reserves

Before recommending or paying any dividend, whether preferential or otherwise, the Directors may carry to reserve out of the profits of the Company such sums as they think proper. All sums standing to reserve may be applied from time to time at the discretion of the Directors for any purpose to which the profits of the Company may be properly applied and at the like discretion may be either employed in the business of the Company or invested in such investments as the Directors may lawfully determine. The Directors may divide the reserve into such special funds as they think fit and may consolidate into one fund any special funds or any parts of any special funds into which the reserve may have been divided as they may lawfully determine. Any sum which the Directors may carry to reserve out of the unrealised profits of the Company shall not be mixed with any reserve to which profits available for distribution have been carried. The Directors may also carry forward, without placing the same to reserve, any profits which they may think it prudent not to divide.

PART XXI - ACCOUNTING RECORDS

138. Accounts

(a) The Directors shall in accordance with the Acts, cause to be kept adequate accounting records, whether in the form of documents, electronic form or otherwise, that are sufficient to:

(i) correctly record and explain the transactions of the Company,

(ii) enable the assets, liabilities, financial position, profit or loss of the Company to be determined with reasonable accuracy,

(iii) enable the Directors to ensure that any financial statements of the Company and any directors' reports comply with the requirements of the Acts, and

(iv) enable the financial statements of the Company to be audited.

(b) The accounting records of the Company shall be kept on a continuous and consistent basis, that is to say, the entries therein shall be made in a timely manner and be consistent from one year to the next.

(c) The accounting records of the Company shall not be deemed to be kept if there are not kept such accounting records as comply with the Acts and as are necessary to give a true and fair view of the state of the Company's affairs and to explain its transactions.

(d) The accounting records shall be kept at the Office or, subject to the provisions of the Acts, at such other place as the Directors think fit and shall be open at all reasonable times to the inspection of the Directors.

(e) In accordance with the provisions of the Acts, the Directors shall cause to be prepared and to be laid before the annual general meeting of the Company from time to time such profit and loss accounts, balance sheets, group accounts and reports as are required by the Acts to be prepared and laid before such meeting.

(f) Subject to the Acts, a copy of every balance sheet (including every document required by law to be annexed thereto) which is to be laid before the annual general meeting of the Company together with a copy of the Directors' report and Auditors' report shall be sent, not less than twenty-one Clear Days before the date of the annual general meeting, to every person entitled under the provisions of the Acts to receive them; and

the required number of copies of these documents shall be forwarded at the same time to the appropriate sections of the ASX.

(g) The Company may send by post, electronic mail or any other means of electronic communication a summary financial statement to its Members or persons nominated by any member. The Company may meet, but shall be under no obligation to meet, any request from any of its members to be sent additional copies of its full report and accounts or summary financial statement or other communications with its members.

(h) The Directors shall determine from time to time whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the Company or any of them shall be open to the inspection of members, not being Directors. No member (not being a director) shall have any right of inspecting any account or book or document of the Company except as conferred by the Acts or authorised by the Directors or by the Company in general meeting.

(i) Auditors shall be appointed and removed and their duties regulated in accordance with the Acts.

PART XXII - CAPITALISATION OF PROFITS OR RESERVES

139. Capitalisation of Profits and Reserves

Without prejudice to any powers conferred on the Directors by these Articles, the Company in general meeting, subject to the Acts, may resolve, upon the recommendation of the Directors, that any part of any amount for the time being standing to the credit of any of the Company's reserves (including any capital redemption reserve fund, the capital conversion reserve fund or the revaluation reserve fund or share premium account or any undenominated capital reserve fund) or to the credit of the profit and loss account be capitalised and applied on behalf of the Members who would have been entitled to receive that sum if it had been distributed by way of dividend and in the same proportions or behalf of such members and in such other proportions as the Company in general meeting may resolve, upon the recommendation of the Directors, in each case, either in or towards paying up amounts for the time being unpaid on any shares held by them respectively, or in paying up in full unissued shares or debentures of the Company of a nominal amount equal to the sum capitalised in observance of the requirements of the Listing Rules in relation thereto (such shares or debentures to be allotted and distributed credited as fully paid up to and amongst such Members in the proportions aforesaid) or partly in one way and partly in another, so, however, that the only purposes for which any such sum standing to the credit of any of the foregoing reserve funds or the share premium account shall be applied shall be those permitted by the Acts.

140. Capitalisation and Use of Non-distributable Profits and Reserves

Without prejudice to any powers conferred on the Directors as aforesaid, the Company in general meeting, subject to the Acts, may resolve, on the recommendation of the Directors, that any part of the amount for the time being standing to the credit of any of the Company's reserve (including any capital redemption reserve fund, the capital conversion reserve fund or the revaluation reserve fund or share premium account or any undenominated capital reserve fund) or to the credit of the profit and loss account which is not available for distribution be capitalised and applied on behalf of the Members by applying such sum in paying up in full unissued shares to be allotted as fully paid bonus shares to those Members of the Company who would have been entitled to that sum if it were distributable and had been distributed by way of dividend (and in the same proportions or, to such of the Members and in such other proportions as the Company in general meeting may resolve, upon the recommendation of the Directors) and the Directors shall give effect to such resolution and the Company shall observe the requirements of the Listing Rules in relation thereto.

141. Implementation of Capitalisation Issues

Whenever such a resolution is passed in pursuance of either of the two immediately preceding Articles the Directors shall make all appropriations and applications of the undivided profits resolved to be capitalised thereby and all allotments and issues of fully paid shares or debentures, if any, and generally shall do all acts and things required to give effect thereto with full power to the Directors to make such provisions as they shall think fit for the case of shares or debentures becoming distributable in fractions (and, in particular, without prejudice to the generality of the foregoing, either to disregard such fractions or to sell the shares or debentures represented by such fractions and distribute the net proceeds of such sale to and for the benefit of the Company or to and for the benefit of the Members otherwise entitled to such fractions in due proportions) and to authorise any person to enter on behalf of all the Members concerned into an agreement with the Company providing for the allotment to them respectively, credited as fully paid up, of any further shares or debentures to which they may become entitled on such capitalisation or, as the case may require, for the payment up by the application thereto of their respective proportions of the profits resolved to be capitalised of the amounts remaining unpaid on their existing shares and any agreement made under such authority shall be binding on all such Members.

PART XXIII - NOTICES

142. Notices in Writing

Any notice to be given, served or delivered pursuant to these Articles shall be in writing whether in electronic form or otherwise as permitted by these Articles.

143. Service of Notices

(a) A notice or document (including a share certificate) to be given, served or delivered in pursuance of these Articles or otherwise may be given to, served on or delivered to any Member by the Company:

(i) by handing same to him or his authorised agent; or

(ii) by leaving the same at his registered address; or

(iii) by sending the same by ordinary post in a pre-paid cover addressed to him at his registered address; or

(iv) by delivering or making the same available in electronic form, whether as an electronic communication or otherwise subject to and in accordance with the provisions of these Articles.

(b) Where a notice or document is given, served or delivered pursuant to sub paragraph (a)(i) or (ii) of this Article, the giving, service or delivery thereof shall be deemed to have been effected at the time the same was handed to the Member or his authorised agent, or left at his registered address (as the case may be).

(c) Where a notice or document is given, served or delivered pursuant to sub-paragraph (a)(iii) of this Article, the giving, service or delivery thereof shall be deemed to have been effected at the expiration of twenty-four hours following posting. In proving service or delivery it shall be sufficient to prove that such cover was properly addressed, stamped and posted.

(d) Where a notice, document or other information is given, served or delivered in electronic form whether as an electronic communication or otherwise pursuant to sub-paragraph (a) iv) of this Article, it shall be treated as having been given, served or delivered:

(i) if given, served or delivered by electronic mail, at the time it was sent; or

(ii) where any such notice or document is given, served or delivered by being made available or displayed on a website, when the recipient received or is deemed to have received notice of the fact that the notice, document or other information was available on the website. In such circumstances, the recipient shall be deemed to have received notice of the fact that the notice, document or other information was available or displayed on the website on the expiration of 12 hours after the notice or document was made available or displayed on the website.

(e) Save as may otherwise be provided by these Articles, every legal personal representative, committee, receiver, curator bonis or other legal curator, assignee in bankruptcy, examiner or liquidator of a Member, or other person entitled to a share by operation of any law or regulation (whether of the State or otherwise) shall be bound by a notice given as aforesaid if sent to the last registered address of such Member (or if otherwise delivered or made available in accordance with this Article), notwithstanding that the Company may have notice of the death, unsoundness of mind, bankruptcy, liquidation or other disability of such Member or of any entitlement of any other person arising by operation of any law or regulation as aforesaid.

(f) Where a Member has elected to receive notices or other documents in electronic form, whether as an electronic communication or otherwise, the Company may notwithstanding such election and without giving advance notice to the Member, provide such notices or documents in accordance with any of the methods allowed for in sub-paragraphs (a) (i), (ii) or (iii) of this Article and such provision shall satisfy the Company's obligations in this regard.

(g) Without prejudice to any of the provisions of paragraph (a) of this Article, if at any time by reason of:

(i) the suspension or curtailment of postal services within the State, the Company is unable effectively to convene a general meeting by notice sent through the post; or

(ii) the occurrence of any event or thing as a consequence of which the Company is unable effectively to convene a general meeting by means of an electronic communication;

a general meeting may be convened by a notice issued through the ASX Market Announcements Platform or by a notice advertised on the same day in at least one leading national daily newspaper published in the State (and one national daily newspaper published in the United Kingdom and Australia) and such notice shall be deemed to have been duly served on or delivered to all Members entitled thereto at noon on the day on which the said advertisement or advertisements shall appear. In any such case the Company shall send confirmatory copies of the notice through the post to those Members whose registered addresses are outside the State (if or to the extent that in the opinion of the Directors it is practical so to do) or are in areas of the State unaffected by such suspension or curtailment of postal services and if at least ninety-six hours prior to the time appointed for the holding of the meeting the posting of notices to Members in the State, or any part thereof which was previously affected, has become practical in the opinion of the Directors, the Directors shall send forthwith confirmatory copies of the notice by post or electronic means, whether as an electronic communication or otherwise (as the case may be) to such Members. The accidental omission to give any such confirmatory copy of a notice of a meeting to, or the non-receipt of any such confirmatory copy by, any person entitled to receive the same shall not invalidate the proceedings at the meeting.

(h) Notwithstanding anything contained in this Article the Company shall not be obliged to take account of or make any investigations as to the existence of any suspension or curtailment of postal services within or in relation to all or any part of any jurisdiction or area other than the State and, in the case of sub-paragraph (g)(ii) of this Article, the

Company shall not be obliged to carry out any tests or investigations into the causes of or circumstances surrounding the event or thing in question as a consequence of which the Company shall be unable effectively to convene a general meeting by means of an electronic communication other than such tests and investigations as may be used from time to time by the Company or its agents in relation to the use or operation of any systems for electronic communication.

(i) The Company shall immediately give to ASX a copy of any document sent to Members or CUFS Holders whether generally or in a class, and shall comply with the requirements of the Listing Rules relating to such disclosure.

144. Service on Joint Holders

A notice may be given by the Company to the joint Holders of a share by giving the notice to the joint Holder whose name stands first in the Register in respect of the share and notice so given shall be sufficient notice to all the joint Holders.

145. Service on Transfer or Transmission of Shares

(a) Every person who becomes entitled to a share shall, before his name is entered in the Register in respect of the share, be bound by any notice in respect of that share which has been duly given to a person from whom he derives his title provided that the provisions of this paragraph shall not apply to any notice served under Article 69 unless, under the provisions of Article 69(b), it is a notice which continues to have effect notwithstanding the registration of a transfer of the shares to which it relates.

(b) Without prejudice to the provisions of these Articles allowing a meeting to be convened by a notice issued through the Markets Announcement Platform or by newspaper advertisement, a notice may be given by the Company to the persons entitled to a share in consequence of the death, bankruptcy or insolvency of a Member, or otherwise entitled to a share by virtue of the operation of any law or regulation (whether of the Sate or otherwise), by sending or delivering it, in any manner authorised by these Articles for the giving of notice to a Member, addressed to them at the address, if any, supplied by them for that purpose. Until such an address has been supplied, a notice may be given in any manner in which it might have been given if the event giving rise to the entitlement of the relevant persons to the shares had not occurred.

146. Signature to Notices

The signature to any notice to be given by the Company may be in writing or printed.

147. Deemed Receipt of Notices

A Member present, either in person or by proxy, at any meeting of the Company or the Holders of any class of shares in the Company shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.

148. Use of Electronic Communication

(a) Notwithstanding any other provision of these Articles, whenever any person (including without limitation the Company, a Director, the Secretary, any other officer of the Company, a Member or any other person) is required or permitted by these Articles or otherwise to give or receive information in writing such information may be given or received in electronic form, whether as an electronic communication or otherwise in such manner or form and subject to such terms, conditions or restrictions as the Directors may, subject to the Acts, determine or approve from time to time in their absolute discretion.

(b) Subject to the Acts, the Company and its Directors, Secretary and any other officers shall not be compelled to receive or to send electronic communications or information

in electronic form under these Articles or otherwise until such time as the Directors shall have advised (pursuant to any terms and conditions of electronic communication or otherwise) the recipient or giver (as the case may be) in writing of the manner, form and restrictions (if any) by which such information may be sent or received.

149. Company to specify address

The Company shall specify an address and/ or an electronic address for the purposes of:

(a) Section 1104(a) of the 2014 Act at which an item for the agenda of an annual general meeting may be received by the Company by postal or electronic means; and/ or

(b) Section 1104(b) of the 2014 Act at which a draft resolution for an item on the agenda of a general meeting may be received by the Company by postal or electronic means.

PART XXIV - WINDING UP

150. Distribution on Winding up

If the Company shall be wound up and the assets available for distribution among the Members as such shall be insufficient to repay the whole of the paid up or credited as paid up share capital, such assets shall be distributed so that, as nearly as may be, the losses shall be borne by the Members in proportion to the capital paid up or credited as paid up at the commencement of the winding up on the shares held by them respectively. And if in a winding up the assets available for distribution among the Members shall be more than sufficient to repay the whole of the share capital paid up or credited as paid up at the commencement of the winding up, the excess shall be distributed among the Members in proportion to the capital at the commencement of the winding up paid up or credited as paid up on the said shares held by them respectively; provided that this Article shall not affect the rights of the Holders of shares issued upon special terms and conditions.

151. Distribution in Specie

If the Company is wound up, the liquidator, with the sanction of a special resolution of the Company and any other sanction required by the Acts, may divide among the Members in specie or kind the whole or any part of the assets of the Company (whether they shall consist of property of the same kind or not) and, for such purpose, may value any assets and determine how the division shall be carried out as between the Members or different classes of Members. The liquidator, with the like sanction, may, subject to the Acts, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the contributories as, with the like sanction, he determines, but so that no Member shall be compelled to accept any assets upon which there is a liability.

152. Sale by a liquidator

(a) In case of a sale by the liquidator under Section 601 of the 2014 Act, the liquidator may by the contract of sale agree so as to bind all the members for the allotment to the members direct of the proceeds of sale in proportion to their respective interests in the Company and may further by the contract limit a time at the expiration of which obligations or shares not accepted or required to be sold shall be deemed to have been irrevocably refused and be at the disposal of the Company, but so that nothing herein contained shall be taken to diminish, prejudice or affect the rights of dissenting members conferred by the said Section.

(b) The power of sale of the liquidator shall include a power to sell wholly or partially for debentures, debenture stock, or other obligations of another company, either then already constituted or about to be constituted for the purpose of carrying out the sale.

PART XXV - MISCELLANEOUS

153. Minutes of Meetings

(a) The Directors shall cause minutes to be made and to be entered in books kept for that purpose, of the following matters, namely:-

(i) all appointments of officers and committees made by the Directors and of their salary or remuneration;

(ii) the names of Directors present at every meeting of the Directors and of the names of any Directors and of all other Members thereof present at every meeting of any committee appointed by the Directors; and

(iii) all resolutions and proceedings of all general meetings of the Company and of the Holders of any class of shares in the Company and of the Directors and of committees appointed by the Directors.

(b) Any such minute as aforesaid, if purporting to be signed by the chairman of the meeting at which the proceedings were had, or by the chairman of the next succeeding meeting, shall be receivable as prima facie evidence of the matters stated in such minute without any further proof.

154. Inspection by Members

The Directors shall determine from time to time whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the Company or any of them shall be open to the inspection of Members, not being Directors, and no Member (not being a Director) shall have any right of inspecting any account or book or document of the Company except as conferred by the Acts or authorised by the Directors or by the Company in general meeting. No Member shall be entitled to require discovery of or any information respecting any detail of the Company's trading, or any matter which is or may be in the nature of a trade secret, mystery of trade, or secret process which may relate to the conduct of the business of the Company and which in the opinion of the Directors it would be inexpedient in the interests of the Members of the Company to communicate to the public.

155. Secrecy

Every officer of the Company or other person employed in the business of the Company shall, when required by the Directors before entering upon his duties, sign a declaration pledging himself to observe a strict secrecy respecting all transactions of the Company with its customers and the state of accounts with individuals, and in matters relating thereto and shall by such declaration pledge himself not to reveal any of the matters which may come to his knowledge in the discharge of his duties, except when required to do so by the Directors or by any general meeting or by a court of law or by the person to whom such matters relate, and except so far as may be necessary in order to comply with any of the provisions of these Articles.

156. Destruction of Records

The Company shall be entitled to destroy all instruments of transfer which have been registered at any time after the expiration of six years from the date of registration thereof, all notifications of change of address at any time after the expiration of two years from the date of recording thereof and all share certificates and dividend mandates which have been cancelled or ceased to have effect at any time after the expiration of one year from the date of such cancellation or cessation. It shall be presumed conclusively in favour of the Company that every entry in the Register purporting to have been made on the basis of an instrument of transfer or other document so destroyed was duly and properly made and every instrument duly and properly registered and every share certificate so destroyed was a valid and effective document duly and properly cancelled and every other document hereinbefore mentioned so destroyed was a valid and effective document in accordance with the recorded particulars thereof in the books

or records of the Company. Provided always that:

(a) the provision aforesaid shall apply only to the destruction of a document in good faith and without notice of any claim (regardless of the parties thereto) to which the document might be relevant;

(b) nothing herein contained shall be construed as imposing upon the Company any liability in respect of the destruction of any document earlier than as aforesaid or in any other circumstances which would not attach to the Company in the absence of this Article; and

(c) references herein to the destruction of any document include references to the disposal thereof in any manner.

157. Untraced Shareholders

(a) The Company may sell any shares in the Company on behalf of a Holder, or person entitled by transmission to, the shares, if:-

(i) the shares have been in issue throughout the qualifying period and at least three cash dividends have become payable on the shares during the qualifying period;

(ii) no cash dividend payable on the shares has either been claimed by presentation to the paying bank of the relative cheque or warrant or been satisfied by the crediting of any account which the Holder has with the Company, whether in the sole name of such Holder or jointly with another person or persons, or by the transfer of funds to a bank account designated by the Holder of, or person entitled by transmission to, the shares at any time during the relevant period;

(iii) the Company has not at any time during the relevant period received, so far as the Company at the end of the relevant period is then aware, any communication from the Holder of, or person entitled by transmission to, the shares;

(iv) on the expiry of the qualifying period, the Company has caused advertisements giving notice of its intention to sell the shares to be published in a leading daily newspaper with a national circulation in the State and in the United Kingdom and another in a newspaper circulating in the area of the address shown in the register of the Holder of, or person entitled by transmission to, the untraced shares, and (in either such case) a period of three months has elapsed from the date of publication of the advertisement; and

(v) the Company has first given notice in writing to the relevant department of the ASX of its intention to make the sale.

(b) For the purposes of this Article:

"the qualifying period" means the period of twelve years immediately preceding the date of publication of the relevant advertisements referred to in sub-paragraph (a) (iv) above;

"the relevant period" means the period beginning at the commencement of the qualifying period and ending on the date when all the requirements of sub-paragraphs (a) (i) to (v) above have been satisfied.

(c) For the purposes of sub-paragraph (a) (iii) above, a statutory declaration that the declarant is a director of the Company or the secretary and that the Company was not aware at the end of the relevant period of having at any time during the relevant period

received any communication from the Holder of, or person entitled by transmission to, the shares shall be conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the shares.

(d) If, after the publication of the advertisement referred to in sub-paragraph (a) (iv) above but before the Company has become entitled to sell the shares pursuant to this Article, the requirements of sub- paragraph (a) (ii) or (iii) above cease to be satisfied, the Company may nevertheless sell those shares after the requirements of sub-paragraphs (a) (i) to (v) above have been satisfied afresh in relation to them.

(e) If during any relevant period further shares have been issued in right of those held at the beginning of that relevant period or of any previously so issued during that relevant period and all the requirements of sub- paragraphs (a) (ii) to (v) above have been satisfied in regard to the further shares, the Company may also sell the further shares.

(f) The manner, timing and terms of any sale of shares pursuant to this Article (including but not limited to the price or prices at which the same is made) shall be such as the Board determines, based upon advice from such bankers, brokers or other persons as the Board considers appropriate which are consulted by it for the purposes, to be reasonably practicable having regard to all the circumstances including the number of shares to be disposed of and the requirement that the disposal be made without delay; and the Board shall not be liable to any person for any of the consequences of reliance on such advice.

(g) To give effect to any sale of shares pursuant to this Article the Board may authorise some person to execute as transferor an instrument of transfer in respect of the shares in question and may enter the name of the transferee in respect of the transferred shares in the register notwithstanding the absence of any share certificate being lodged in respect thereof and may issue a new certificate to the transferee and an instrument of transfer executed by that person shall be as effective as if it had been executed by the Holder of, or person entitled by transmission to, the shares. The purchaser shall not be bound to see to the application of the purchase moneys nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings relating to the sale. The Directors may, if deemed necessary or desirable, also change any share held in uncertificated form to be sold pursuant to the provisions of this Article into certificated form prior to any such sale and may, or may authorise any person or persons to, execute and do all such documents, acts and things as may be required in order to effect such change.

(h) The Company shall account to the Holder or other person entitled to such shares for the net proceeds of such sale by carrying all moneys in respect thereof to a separate account which shall be a permanent debt of the Company and the Company shall be deemed to be a debtor and not a trustee in respect thereof for such Holder or other person. Moneys carried to such separate account may be either employed in the business of the Company or invested in such investments as the Directors may think fit, from time to time.

158. Indemnity

(a) Subject to the provisions of and so far as may be permitted by the Acts, every Director, Chief Executive, Auditor, Secretary or other officer of the Company shall be entitled to be indemnified by the Company against all costs, charges, losses, expenses, and liabilities incurred by him in the execution and discharge of his duties or in relation thereto including any liability incurred by him in defending any proceedings, civil or criminal, which relate to anything done or omitted or alleged to have been done or omitted by him as an officer or employee of the Company and in which judgment is given in his favour (or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part) or in which he is acquitted or in connection with any proceedings or any application under the Acts or under any statute for relief from liability in respect of any such act or omission in which relief is

granted to him by the Court.

(b) Without prejudice to the generality of the foregoing, the Directors shall, so long as they act reasonably and in good faith, be under no liability to the Company or any other person for failing to issue a Disclosure Notice under Article 6 or for failing to treat any share as a Restricted Share in accordance with the provisions of Article 69 and neither shall any of the Directors be liable to the Company or any other person if, having acted reasonably and in good faith, they determined erroneously that any share is a Relevant Share or a Restricted Share or, on the basis of such determination or resolution of the Directors they perform or exercise (or purport to perform or exercise) any of their duties, powers, rights or discretions under Article 6 and/or Article 69 in relation to such share.

(c) To the fullest extent permitted by law, the Directors may arrange insurance cover at the cost of the Company in respect of any liability, loss or expenditure incurred by any Director, Secretary, other officer or the Auditors in relation to anything done or alleged to have been done or omitted to be done by him or them as Director, Secretary, officer or Auditors.

PART XXVI - TAKEOVERS

159. Limitations on the right to hold Voting Shares

(a) The purposes of this Part XXVI are to ensure that:

(i) the acquisition of control over Voting Shares takes place in an efficient, competitive and informed market; and

(ii) each Member as well as the Directors;

(A) knows the identity of any person who proposes to acquire a substantial interest in the Company; and

(B) is given reasonable time to consider a proposal to acquire a substantial interest in the Company; and

(C) is given enough information to assess the merits of a proposal to acquire a substantial interest in the Company; and

(iii) as far as practicable, Members holding the relevant class of Voting Shares all have a reasonable and equal opportunity to participate in any benefits accruing through a proposal to acquire a substantial interest in the Company.

In the interpretation of a provision of this Part XXVI, a construction that would promote the purpose or object underlying this Part XXVI is to be preferred to a construction that would not promote that purpose or object.

Members acknowledge and recognise that the exercise of the powers given to the Directors pursuant to this Part XXVI may cause individual Members considerable disadvantage but Members acknowledge that such a result may be necessary to enable the enforcement of the prohibitions referred to in this Part XXVI.

(b) No person may hold a Voting Share if it resulted from or was preceded by the acquisition of a Relevant Interest in that Voting Share which occurred after the Company was listed on the ASX and which would be prohibited under section 606 of the Corporations Act if the Company was a Listed Company incorporated in Australia.

(c) The prohibition in Article 159(b) does not apply if:

(i) any of the exceptions in section 611 of the Corporations Act would have

applied to the acquisition of the Relevant Interest referred to in Article 159(b) if the Company were a Listed Company incorporated in Australia, having taken into account sections 612 to 615 of the Corporations Act; or

(ii) the Directors, applying the Corporations Act and Australian Policy, exempt the person who will hold or holds the Voting Share or who acquires or will acquire the Relevant Interest from the prohibition in Article 159(b) or modify the application of Article 159(b) to any such person.

(d) For the purposes of Article 159, Chapter 6 of the Corporations Act applies to the Company as if it were a Listed Company incorporated in Australia and was the target where referred to in that Chapter, subject to the following:

(i) any requirement for a document to be lodged with ASIC will be taken to be satisfied if the document is given to ASX instead;

(ii) any references to ASIC other than those relating to lodgement of documents will be taken to be references to the Directors;

(iii) references to the Panel will be taken to be references to the Supreme Court of New South Wales and any courts of appeal therefrom; and

(iv) any Takeover Bid must be made in compliance with the provisions of Chapter 6 of the Corporations Act and Australian Policy as they apply to the Company pursuant to this Part XXVI, except to the extent any non-compliance is approved in writing by the Directors.

In the interpretation of Chapter 6 of the *Corporations Act* for the purposes of Article 159, a construction that would promote the purpose or object underlying this Part XXVI and principles of relevant Australian policy or guidance, (including that issued by ASIC or the Panel in relation to Chapter 6 of the *Corporations Act*) is to be preferred to a construction that would not promote that purpose or object or those principles.

(e) For the purpose of Article 159(b), a person holding or acquiring a Relevant Interest shall together with his Associates be considered as one person in respect of such Relevant Interest and each of them, to the extent he holds one or more shares shall be jointly and severally liable for each other's obligations under this Part XXVI. In addition, there may be imposed on each of them the other remedies referred to in Article 159(g).

(f) For the purpose of Article 159(b), if one or more persons pursuant to an agreement or a nominee or trustee arrangement act together for the purpose of:

(i) holding or acquiring a Relevant Interest; or

(ii) circumventing the prohibition as referred to in Article 159(b),

all of them shall be considered as one person in respect of such Relevant Interest, or circumvention of the prohibition. Each of them, to the extent he holds one or more shares shall be jointly and severally liable for each other's obligations under these Articles. In addition, there may be imposed on each of them the other remedies referred to in Article 159(g).

(g) If a breach by a person of the provisions of Article 159(b) has occurred and is continuing, then, subject to Article 159(h), the Directors, an officer of the Company or any other interested person aggrieved by a breach of the provisions of Article 159(b) may cause the Company to exercise anyone or more of the following remedies:

(i) require, by notice in writing, the Member to dispose of all or part of the shares so held in breach of Article 159(b) within the time specified in the notice;

(ii) suspend and disregard the exercise by such person of all or part of the voting rights arising from the shares; or

(iii) suspend such person from the right to receive all or part of the dividends or other distributions arising from the shares so held in breach of Article 159(b).

(h) The Company may only exercise the remedies referred to in Article 159(g) if a judgment has been obtained from a competent court that a breach of the prohibition in Article 159(b) has occurred and is continuing. The Company must act in accordance with such judgment including with respect to the remedies (if any) which the court requires or allows the Company to exercise.

(i) If the requirements of any notice pursuant to Article 159(g) are not complied with by the person within the time specified in the notice, the Company must, as an irrevocable proxy of the Member, without any further instrument, cause the shares referred to in the notice to be sold on the ASX or, if they are not so quoted, in accordance with these Articles and the Corporations Act.

(j) The Company:

(i) may appoint a person as transferor to effect a transfer in respect of any shares sold in accordance with this Article and to receive and give good discharge of the purchase money for them;

(ii) may register the transfer despite the fact that the share certificates (if any) may not have been delivered to the Company;

(iii) may issue a new share certificate (if any) in which event the previous certificate(s) is (are) deemed to have been cancelled;

(iv) if the person delivers the relevant share certificates (if any) to the Company for cancellation, must pay the purchase money less the expenses of any sale made in accordance with Article 159(j)(i) to the person whose shares were sold; and

(v) if the person does not deliver the relevant share certificates (if any) to the Company, may bring an action against the person for recovery of such share certificates, and the person is not entitled to deny or dispute the Company's ownership and right to possession of any share certificate in any legal action.

(k) The Company may, by notice in writing, at any time require any Member to provide to the Company any information or evidence (on oath or otherwise verified if the Company reasonably requires) as the Company may consider likely to be of assistance in determining whether or not that person is in breach of Article 159(b) with respect to any of his shares.

(l) Where the Directors exercise any power given to ASIC in Chapter 6 of the Corporations Act to consent to any matter, grant an exemption from or modification to any provision of Chapter 6 of the Corporations Act as it applies to the Company pursuant to this Part XXVI, the Directors must act reasonably and in a timely manner in respect of any request for such consent, modifications or exemptions having regard to the purposes in Article 159(a), the Corporations Act and Australian Policy.

(m) Despite any other provision in these Articles, the Company has no liability arising from any person holding shares in circumstances which would result in or have the effect of causing an infringement or contravention of Article 159(b). The Company, its Directors and the Members have no liability to any person arising from any action taken by the Company or the Directors under Article 159(g), provided that such action was taken in good faith. Members acknowledge that they have no right of action against the Directors or the Company for any loss or disadvantage incurred by them as a result, whether

direct or indirect, of the Directors exercising their powers pursuant to the provisions of Article 159.

160. Relevant interest in Shares

(a) Part 6C.2 of the Corporations Act applies to the Company and is binding on and must be complied with by all Members as if the Company were a Listed Company and incorporated in Australia, subject to all references to ASIC being read as references to the Directors.

(b) Part 6C.1 of the Corporations Act applies to the Company and is binding on, and must be complied with by all Members as if the Company were a Listed Company and incorporated in Australia.

(c) Each Member must ensure that any person who the Member is aware has a Relevant Interest or Voting Power in any of the Voting Shares held by that Member also complies with Part 6C.1 of the Corporations Act as if the Company were a Listed Company and incorporated in Australia.

(d) If the requirements of Articles 160(a), 160(b) or 160(c) are not complied with, the Company may:

(i) suspend and disregard the exercise by such person of all or part of the voting rights arising from the shares; or

(ii) suspend such person from the right to receive all or part of the dividends or other distributions arising from the shares,

provided that the Company may only take the steps referred to in paragraphs (i) and (ii) for non-compliance with Article 160(c) in respect of the shares in which persons other than the Member have a Relevant Interest or Voting Power if any of those persons did not comply with Part 6C.1 of the Corporations Act as it applies to the Company pursuant to Article 160(c) and not in respect of other shares held by the Member.

(e) The Company may, by notice in writing, at any time require any Member to provide to the Company any information or evidence (on oath or otherwise verified if the Company reasonably requires) as the Company may consider likely to be of assistance in determining whether or not that person is in breach of Articles 160(a), 160(b) or 160(c) with respect to any of his shares.

(f) The Company, its Directors and the Members have no liability to any person arising from any action taken by the Company or the Directors under this Article 160 provided that such action was taken in good faith. Members acknowledge that they have no right of action against the Directors or the Company for any loss or disadvantage incurred by them as a result, whether direct or indirect, of the Directors exercising their powers pursuant to the provisions of this Article 160.

161. Consultation with ASX

So long as shares are quoted on the ASX, if the Company becomes subject to the law of any jurisdiction which applies so as to regulate the acquisition of control, and the conduct of any takeover, of the Company:

(a) the Company shall consult promptly with ASX to determine whether, in the light of the application of such law:

(i) ASX requires any amendment of this Part XXVI in order for these Articles to comply with the Listing Rules as then in force; or

(ii) any waiver of the Listing Rules permitting the inclusion of all or part of this Part XXVI has ceased to have effect; and

(b) where:

(i) the Listing Rules require these Articles to contain a provision and it does not contain such a provision;

(ii) the Listing Rules require these Articles not to contain a provision and it contains such a provision; or

(iii) any provision of these Articles is or becomes inconsistent with the Listing Rules,

the Directors shall put to a general meeting a proposal to amend these Articles so as to make them, to the fullest extent permitted by the Acts and applicable law, consistent with the Listing Rules.

162. Proportional Takeover Bid Approval

(a) Where offers are made under a Proportional Takeover Bid, the Directors must call and arrange to hold a meeting of Voters for the purpose of voting on an Approving Resolution before the Deadline. Notwithstanding Article 53, for the purposes of this Article 162, the meeting of Voters may be called upon not less than 10 days' notice.

(b) If an Approving Resolution in relation to a Proportional Takeover Bid is voted on in accordance with this Article 162 before the Deadline, the Company must, on or before the Deadline, give the person making the offer and the ASX a written notice stating that an Approving Resolution has been voted on and whether the resolution was passed or rejected.

(c) Notwithstanding any other Article, the Directors must refuse to register a transfer of Shares giving effect to a takeover contract for a Proportional Takeover Bid unless and until an Approving Resolution is passed in accordance with this Article 162.

163. Voting on an Approving Resolution

(a) Subject to Article 162, the provisions of these Articles concerning meetings of Members (with the necessary changes) apply to a meeting held pursuant to Article 162.

(b) Subject to these Articles, every Voter present at the meeting held under Article 162 is entitled to one vote for each Voting Share that the Voter holds.

(c) To be effective, an Approving Resolution must be passed before the Deadline.

(d) An Approving Resolution that has been voted on is taken to have been passed if the proportion that the number of votes in favour of the resolution bears to the total number of votes on the resolution is greater than 50%, and otherwise is taken to have been rejected.

(e) If no Approving Resolution has been voted on as at the end of the day before the Deadline, an Approving Resolution is taken, for the purposes of this Article 163, to have been passed in accordance with this Article 163.

(f) This Article 163 ceases to apply on the third anniversary of the adoption of these Articles or, if the Members resolve to extend the term of Article 162, the third anniversary of such resolution.