



Suncorp-Metway Ltd
ABN 66 010 831 722

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26 April 2007

Company Announcements Office
Australian Stock Exchange
Level 4, Exchange Centre
20 Bridge Street
Sydney NSW 2000

Amendment to Constitution

Shareholder's approved amendments to the Suncorp-Metway Limited Constitution at the Extraordinary General Meeting held 24 April 2007. Those amendments are effective from 26 April 2007 which is the date amendments to the State Financial Institutions and Metway Merger Facilitation Act 1996 (Qld) become binding on Suncorp-Metway Limited.

A copy of the amended Constitution is attached.

A handwritten signature in black ink, appearing to read "C R Chuter".

C R Chuter
Corporate Secretary

CORPORATIONS LAW
A COMPANY LIMITED BY SHARES

CONSTITUTION
of
SUNCORP-METWAY LTD

ACN 010 831 722

AS ADOPTED ON 24 APRIL 2007 and EFFECTIVE FROM 26 APRIL 2007

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**CORPORATIONS LAW
A COMPANY LIMITED BY SHARES
CONSTITUTION OF SUNCORP-METWAY LTD
ACN 010 831 722**

1 INTERPRETATION

1.1 Replaceable Rules Displaced

The replaceable rules contained in the Corporations Law are displaced and shall not apply to the Company except to the extent that they are expressly contained in this Constitution.

1.2 Definitions

In this Constitution unless the contrary intention appears:

“**Associated Person**” means an associate as defined in the Corporations Law.

“**ASX**” means Australian Stock Exchange Limited.

“**Auditor**” means the auditor or auditors for the time being of the Company.

“**Board**” or “**Board of Directors**” or “**Directors**” means the whole or any number of the Directors for the time being or any number of them assembled at a meeting of Directors (not being less than a quorum).

“**Business Day**” means a day which is a business day for the purposes of the Listing Rules.

“**Business Rules**” means the business rules of ASX.

“**Certificated Securities**” means securities where ownership is evidenced by the issue of a certificate to the holder of the securities.

“**Certification**” means the certification by the National Companies and Securities Commission, pursuant to sub-Section 122A (14) of the Building Societies Act 1985 - 1987 of Queensland, that the Company is incorporated.

“**Chairman**” means the chairman of the Board appointed pursuant to **clause 19.4** and, for the purposes of general meetings of the Company, includes a chairman of a meeting appointed pursuant to **clause 12.3** and an acting chairman appointed pursuant to **clause 12.3**.

“**CHESS**” means CHESS as defined in the Listing Rules.

“**CHESS Approved Securities**” means securities which are CHESS approved as defined in the Listing Rules.

“**CHESS Sub-Register**” means CHESS subregister as defined in the Listing Rules.

“**Company**” means Suncorp-Metway Ltd by whatever name from time to time called.

“**Constitution**” means this Constitution as amended from time to time.

“Controlling Majority” in relation to a Similar Institution means such majority of the voting shares in the Similar Institution as enables the holder thereof to effect by its own vote at a general meeting of the Similar Institution any alteration to any of the rules, constitution or other constituent document of the Similar Institution.

“Director” means any director of the Company for the time being and (except in relation to the number, appointment or qualification of directors or where express provision is made in relation to alternate directors) includes an alternate director.

“dispose” means dispose as defined in the Listing Rules.

“Dividend” includes interim dividend.

“Effective Date” means the date on which amendments to the Facilitation Act which require this Constitution to contain a clause substantially in terms of clauses 14.2(a) and 14.2(b)(ii) become binding on the Company.

“Entrenched Provisions” means the entrenched provisions as defined in **clause 35** of this Constitution.

“Executive Director” means any employee of the Company or of any related body corporate of the Company who is also a Director, and includes a Managing Director.

“Facilitation Act” means the *State Financial Institutions and Metway Merger Facilitation Act 1996* (Qld) (as amended).

“Holding Lock” means holding lock as defined in the Listing Rules.

“Incorporation Date” means the date upon which Certification occurred.

“Issuer Sponsored Sub-Register” means issuer sponsored subregister as defined in the Listing Rules.

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

“Marketable Parcel” means, in respect of any shares, that number of shares which would be a marketable parcel as defined in the Listing Rules.

“Member” means a person entered in the Register as a shareholder for the time being of the Company.

“Month” means calendar month.

“Non-Participating Share” means the Non-Participating Shares referred to in **clause 2.1** together with such of the unclassified shares referred to in **clause 2.1** as are subsequently classified by the Directors pursuant to **clause 2.2** as Non-Participating Shares.

“Ordinary Share” means any share in the Company classified by the Directors as an ordinary share.

“Pre-Conversion Reserves” means that part of the reserves of the Company as represents the Society Reserves.

“Preference Share” means any share in the Company classified by the Directors as a preference share.

“Register” means the register of Members to be kept pursuant to the Corporations Law and includes where the context permits the CHESSE Sub-Register.

“Registered Address” means the address of a Member in the Register or such other address as the Member may from time to time in writing notify to the Company as the address for the service of notices.

“Registered Office” means the registered office for the time being of the Company.

“Restriction Agreement” means a restriction agreement entered into pursuant to the Listing Rules.

“Restricted Securities” means restricted securities as defined in the Listing Rules.

“Retiring Director” means a Director who is to retire under **clause 14.3** and a Director who ceases to hold office pursuant to **clause 14.6**.

“Seal” means the common seal (or in appropriate cases the duplicate common seal) of the Company.

“Secretary” means a person appointed as secretary of the Company and includes any assistant secretary and any other person appointed to perform the duties of secretary but only while performing those duties.

“Share” means a share in the capital of the Company.

“Similar Institution” means any institution constituted in accordance with co-operative principles (including, without limitation, any building society or credit union) whether under the laws of Queensland, or any State or Territory of Australia, or any jurisdiction outside Australia or any corporation that was formerly an institution constituted in accordance with co-operative principles as referred to above AND a resolution of the Directors as set out in a certificate signed by any 2 Directors declaring any institution to be a Similar Institution shall in the absence of manifest error for all purposes be conclusive and binding.

“Society” means the Company in the form in which it existed prior to Certification being then known as Metropolitan Permanent Building Society being a body corporate incorporated under the provisions of the Building Societies Act 1985 -1987.

“Society Reserves” means those items or amounts designated as “Reserves” in the audited balance sheet of the Society on that day immediately preceding Certification.

“Statute” includes any Act of any parliament and any regulation, rule, by-law or other statutory instrument made according or pursuant to any such Act or otherwise having the force of law.

“Termination Date” means the date which is specified in the Trust Deed as being the Termination Date in respect of the trusts created by the Trust Deed or the date on which the said trusts are terminated or determined whichever is the earlier.

“Trust Deed” means the Deed of Trust as varied from time to time between Robert George Nicol as Settlor of the first part and Permanent Trustee Australia Limited as Trustee of the second part and Permanent Trustee Company Limited as Trustee Guarantor of the third part entered into prior to the Incorporation Date and providing for

the Trustee to accept the issue of the Non-Participating Shares and to hold the same on the trusts therein specified.

“**Trustee**” means the trustee for the time being under the Trust Deed.

“**Uncertificated Securities**” means securities held on CHESS or an Issuer Sponsored Subregister.

“**Writing**” and “**written**” includes printing, lithography, typewriting, word processing and any other mode of representing words in a visible form.

1.3 Interpretation Generally

- (a) Words importing the singular include the plural and vice versa.
- (b) Words importing one gender include the other gender.
- (c) Words importing persons include bodies corporate.
- (d) Except as expressly provided otherwise a reference to any provision of any Statute or the Listing Rules shall be deemed to include reference to any corresponding provision in any modification, amendment or re-enactment of such Statute or the Listing Rules.
- (e) Except as expressly provided otherwise a reference to a clause shall mean the relevant clause of this Constitution.
- (f) Headnotes do not form part of and shall not affect the interpretation of this Constitution.
- (g) Where, in this Constitution, a period of time is prescribed or allowed for any purpose and that period of time is inconsistent with the period of time prescribed or allowed for the time being by either the Corporations Law or the Listing Rules, then whichever period of time so prescribed or allowed by the Corporations Law or the Listing Rules is greater, then that greater period of time shall be deemed to be the minimum period of time prescribed or allowed by this Constitution for the relevant purpose.
- (h) A reference to a body or entity (whether corporate or unincorporate) includes, in the event that such body or entity ceases to exist, or is reconstituted, renamed or replaced from time to time, a reference to such other body or entity as the Directors consider most nearly fulfils the objects of the first mentioned body or entity.
- (i) Words or expressions contained in this Constitution:
 - (i) given a special meaning by the Corporations Law shall have the same meaning in this Constitution; and
 - (ii) shall, subject to this Constitution, be interpreted in accordance with the provisions of the Corporations Law except where inconsistent with the subject and context thereof.

2 SHARE CAPITAL

2.1 Former Authorised Capital

Prior to 1 July 1998, the authorised capital of the Company was \$5 billion divided as follows:

- (a) 2,000 Non-Participating Shares of 50 cents each;
- (b) 141,779,040 Ordinary Shares of 50 cents each;
- (c) 5,816,525 Preference Shares of 50 cents each; and
- (d) 9,852,402,435 unclassified shares of 50 cents each.

2.2 Issue of Shares

Subject to this Constitution, the Corporations Law and the Listing Rules and to any special rights attached to any shares:

- (a) all unissued shares shall be under the control of the Directors who may classify, allot, grant options over or otherwise dispose of or deal with them on such terms and conditions as the Directors may determine; and
- (b) the Directors may issue shares with such preferential, deferred, qualified or special rights, privileges or conditions or subject to such restrictions, whether in regard to dividends, voting, return of capital or otherwise, as the Directors may think fit; but
- (c) the Directors shall not issue any share in the Company other than Non-Participating Shares with a voting right more advantageous than that available to any Ordinary Share previously issued by the Company.

2.3 Non-Participating Shares

- (a) Non-Participating Shares shall, in the discretion of the Directors, be issued only to the Trustee and shall be issued:
 - (i) As to the initial 2,000 Non-Participating Shares authorised by **clause 2.1** either from cash subscribed or out of the Society Reserves;
 - (ii) Subject to **clause 2.3(c)**, as to any subsequent Non-Participating Shares, out of any reserves of the Company.
- (b) Subject to **clause 2.3(c)** and to **clauses 28** and **32.1**, the Non-Participating Shares shall not be entitled to participate in any dividend or other distribution to Members of the profits of the Company (whether on capital or income account).
- (c) A bonus issue or issues of further Non-Participating Shares may in the discretion of the Directors be made to the Trustee as holder of Non-Participating Shares in the following circumstances, and in no others:
 - (i) Subject to the Directors in their discretion declaring any dividend pursuant to **clause 28**, where such bonus issue constitutes an issue to the Trustee of a part of the authorised number of 2,000 Non-Participating Shares referred to in **clause 2.1**; and

- (ii) Where the Company acquires a Controlling Majority in any Similar Institution or where any Similar Institution is merged with and into the Company and the profits or reserves of that Similar Institution or any part thereof are distributed to or otherwise vested in the Company and dealt with in accordance with **clause 26(e)**, in which event the Company may issue further Non-Participating Shares to the Trustee so that the further Non- Participating Shares so issued stand in a proportion to the Non-Participating Shares then on issue which the Directors shall in their absolute discretion determine.
- (d) Subject to **clause 2.3(c)**, no Non-Participating Shares may be created or issued to any person beyond 2,000 Non-Participating Shares referred to in **clause 2.1**.
- (e) In a winding up of the Company, the Trustee, as holder of the Non-Participating Shares, shall be entitled to receive an amount not exceeding the aggregate amount paid up or credited as paid up on the Non-Participating Shares held by the Trustee and shall be entitled to participate on winding up as provided in **clause 32.1(b)**.
- (f) The Trustee, as holder of the Non-Participating Shares, shall be entitled to receive notice of and through its duly authorised representative to attend and speak at all general meetings of the Company, but, except as provided in **clause 2.3(g)**, the Non-Participating Shares shall carry no right to vote at such meeting.
- (g) The Trustee, as holder of the Non-Participating Shares, shall be entitled to vote upon any resolution to be considered at a general meeting of the Company which:
 - (i) In the opinion of the Trustee, would alter the effect of any provision of this Constitution in such a manner as would or may impair the capacity of the Company to continue as a commercial enterprise undertaking banking or similar business independent in terms of ownership and control from any third party and its Associated Person; or
 - (ii) Is expressed, in accordance with **clause 35** of this Constitution as seeking to alter, directly or indirectly, any of the following provisions of this Constitution:
 - (A) the following definitions in **clause 1.2**:
 - “Non-Participating Shares”;
 - “Pre-Conversion Reserves”;
 - “Similar Institution”;
 - “Society”;
 - “Society Reserves”;
 - “Termination Date”;
 - “Trust Deed”; and
 - “Trustee”;

- (B) **clause 2.2(c);**
- (C) **clause 2.3;**
- (D) **clause 12.2;**
- (E) **clause 12.4;**
- (F) **clause 26;**
- (G) **clause 32.1; and**
- (H) **clause 35.**

- (h) Non-Participating Shares shall not be transferable except as provided in the Trust Deed.
- (i) On and from the Termination Date the provisions of **clause 2.3(b)** to **(h)** inclusive shall cease to apply and the Non-Participating Shares shall automatically be converted to Ordinary Shares ranking pari passu in all respects with the issued Ordinary Shares to which the provisions of this Constitution shall apply.

2.4 Preference Shares

- (a) The Company shall have power to issue preference shares and the Directors may, subject to the provisions of the Corporations Law and of this Constitution, exercise such power in any manner they may think fit.
- (b) The total number of issued preference shares shall not at any time exceed the total number of the issued Non-Participating Shares, and the issued Ordinary Shares.
- (c) The Directors may, subject to this Constitution, issue preference shares with such rights attaching to them as the Directors determine prior to allotment.
- (d) The Company may at any time create and issue preference shares ranking equally with or in priority to preference shares already issued or with different rights to preference shares already issued.
- (e) Without limiting the generality of **clause 2.4(d)**, each preference share shall at the discretion of the Directors:
 - (i) be redeemable or non-redeemable;
 - (ii) if redeemable, be redeemable at the option of the Company on terms and conditions determined or specified by the Directors on or prior to issue;
 - (iii) be cumulative or non-cumulative;
 - (iv) have the right to participate in the profits and assets of the Company on such terms and conditions as specified by the Directors and without limiting the foregoing be entitled to a cumulative or non-cumulative preferential dividend as determined by the Directors either fixed or variable, at such rate or rates, in respect of such periods and on such other terms and conditions as determined by the Directors;

- (v) be entitled to dividends and return of capital on a winding up in priority to payment of any dividends or return of capital on Ordinary Shares;
- (vi) shall rank for dividend pari passu with all other preference shares expressed to rank pari passu with them for participation in profits;
- (vii) be entitled to dividend on such terms and conditions as determined by the Directors;
- (viii) entitle the holders of the preference shares, to be sent at the same time as the same is sent to holders of Ordinary Shares, a copy of the Company's reports and accounts together with notice of all annual and other general meetings of the Company;
- (ix) entitle the holders thereof to voting rights in limited or unlimited circumstances including without limiting the foregoing the right to attend at all general meetings, but not to vote except on the following matters:
 - (A) on a proposal to reduce the Company's capital;
 - (B) on a resolution to approve the terms of a buy-back agreement;
 - (C) on a proposal to wind up the Company or for the disposal of the whole of the Company's property, business or undertaking;
 - (D) on a proposal that affects the rights of preference shareholders;
 - (E) during a period during which the dividend (or part of a dividend) on the preference shares is in arrears; or
 - (F) during the winding up of the Company.
- (x) subject always to the provisions of this Constitution, the Corporations Law and the Listing Rules, have such rights to convert to some other class of share in the Company as the Directors shall determine and if such preference shares are issued that have rights of conversion, the terms and conditions applying to the rights of the holders of those preference shares to convert shall be as determined by the Directors;
- (xi) give a right to the Company to convert preference shares issued to some other class of share in the Company subject always to the provisions of this Constitution, the Corporations Law and the Listing Rules; and
- (xii) have terms or conditions or rights restricting or prohibiting the rights of holders of preference shares issued to participate in other share purchase or issue plans, initiated or established by the Company.

2.5 Other Converting Preference Shares

The Company may issue other preference shares classified as "Converting Preference Shares" with or without an identifier such as "Series 2" which confer on the holder the rights set out in this **clause 2.5** with respect to repayment of capital, participation in surplus assets and profits, cumulative or non-cumulative dividends, voting and priority of payment of capital and dividend in relation to other shares or other classes of preference shares, together with any rights set out in the Directors' resolution to issue the Converting Preference Shares.

(a) Base Dividend

Subject to **clause 2.5(b) to (g)** inclusive, a holder of a Converting Preference Share is entitled to a non-cumulative Base Dividend calculated:

- (i) in accordance with **clause 2.5(b)**; and
- (ii) on the basis of a 365 day year, pro rata to the number of days from and including the later to occur of the Allotment Date of the Converting Preference Share and the last preceding Base Dividend Payment Date (if any) until but not including the next Base Dividend Payment Date or, if **clause 2.4** applies, the Conversion Date.

(b) Calculation of Base Dividend

The Proposed Base Dividend Amount will be calculated at the Base Dividend Rate on the Issue Price of the Converting Preference Share and must be divided into the following components, as applicable:

- (i) the amount which is proposed to be franked; and
- (ii) the amount which is proposed to be unfranked,

and the Base Dividend will equal the sum of:

- (iii) the amount referred to in **clause 2.5(b)(i)**; and
- (iv) the amount referred to in **clause 2.5(b)(ii)** divided by the difference between 1 and the Applicable Company Tax Rate.

(c) Conversion Date Before Payment of Base Dividend

If the Conversion Date for a Converting Preference Share is not a Base Dividend Payment Date and a Base Dividend would have been payable on the next Base Dividend Payment Date had the Conversion Date not occurred, the holder of the Converting Preference Share as at the Conversion Date is entitled to a dividend being a proportion of the Base Dividend which would have been payable (calculated pro rata to the number of days from and including the last Base Payment Dividend Date to but not including the Conversion Date), which must be paid on the Conversion Date and will be treated, for the purposes of this **clause 2.5**, as a Base Dividend.

(d) Non-Cumulative

Base Dividends and any Supplementary Dividends are non-cumulative so that, if the Directors are of the opinion that the profits of the Company which may be distributed in accordance with the Corporations Law are insufficient to enable payment in full on the due date for payment of:

- (i) all Base Dividends and any Supplementary Dividend on all Converting Preference Shares; and
- (ii) all other dividends on preference shares which rank equally with respect to participation in profits with Converting Preference Shares,

the Base Dividends and any Supplementary Dividends must be paid only to the extent of available distributable profits pro rata with the shares referred to in **clause 2.5(d)(ii)** and the holder of the Converting Preference Share will have no

claim for any unpaid balance of the Base Dividends or Supplementary Dividends.

(e) **Priority of Base Dividend**

Subject to **clause 2.5(d)**, if a Base Dividend due and payable on a relevant Base Dividend Payment Date has not been paid in full on that Base Dividend Payment Date (the amount which has not been paid being referred to as the "Late Base Dividend") the Company must not on or before the next Base Dividend Payment Date, without prior approval of a special resolution passed at a separate meeting of holders of Converting Preference Shares:

- (i) declare or pay a cash dividend or make any distribution on any share capital which ranks behind Converting Preference Shares for participation in profits;
- (ii) redeem, reduce, cancel or buy back for any consideration any issued shares of the Company; or
- (iii) set aside any cash or property or establish any sinking fund for matters referred to in **clause 2.5(e)(i)** and **(ii)**,

until either:

- (iv) payment of both the Late Base Dividend and the next succeeding Base Dividend has been made; or
- (v) the Conversion Date for all Converting Preference Shares on issue on which the Late Base Dividend was payable has occurred.

(f) **Entitled Holder On Base Dividend Payment Date**

Subject to **clause 2.5(g)**, a Base Dividend is only payable to persons registered as holders of Converting Preference Shares on the date the books of the Company close for the relevant Base Dividend Payment Date.

(g) **Entitled Holder On Conversion Date**

Where **clause 2.5(c)** applies, the Base Dividend is payable to the person registered as the holder of the Converting Preference Share as at the Conversion Date.

(h) **Supplementary Dividend**

The Directors may, at the time of issue of any Converting Preference Share, resolve that a Supplementary Dividend may be payable (subject to **clause 2.5(d)**) in respect of the Converting Preference Share, in which event a Supplementary Dividend (if any) will be paid in accordance with the Terms of Issue.

(i) **Priority Of Converting Preference Shares**

- (i) A Converting Preference Share ranks ahead of Ordinary Shares for the payment of Base Dividends and any Supplementary Dividend and for a return of capital (not exceeding the amount of the Issue Price) on a winding up of the Company but shall not participate to any other extent in the surplus assets or profits of the Company.

- (ii) Non-Participating Shares will rank in priority to the Converting Preference Shares for the return of capital.
- (iii) The Converting Preference Shares will rank equally with any other preference share issued by the Company.

(j) **Voting Rights**

- (i) A Converting Preference Share does not confer an exercisable right to vote prior to the Conversion Date except:
 - (a) on a proposal to reduce the capital of the Company;
 - (b) on a resolution to approve the terms of a buy-back agreement;
 - (c) on a proposal to wind up the Company;
 - (c) on a proposal that affects the rights attached to the Converting Preference Shares;
 - (e) during a period during which the dividend (or any part thereof) is in arrears (subject to **clause 2.5(d)**);
 - (f) on a proposal for the disposal of the whole of the Company's property, business and undertaking; or
 - (g) during the winding up of the Company;

and in any one or more of these events, the Converting Preference Share confers the same right to vote (both on a show of hands and on a poll) as an Ordinary Share.

- (ii) Notwithstanding **clause 2.5(j)(i)**, any Converting Preference Share issued prior to 1 July 1996 does not confer an exercisable right to vote prior to the Conversion Date except:
 - (a) on a proposal to reduce the capital of the Company;
 - (b) on a proposal to wind up the Company;
 - (c) on a proposal that effects the rights attached to the Converting Preference Shares;
 - (d) during a period during which the dividend (or any part thereof) is in arrears (subject to **clause 2.5(d)**);
 - (e) on a proposal for the disposal of the whole of the Company's property, business and undertaking; or
 - (f) during the winding up of the Company,

and in any one or more of these events, the Converting Preference Share confers the same right to vote (both on a show of hands and on a poll) as an Ordinary Share.

(k) **Conversion and Rights from Conversion Date**

Each Converting Preference Share confers all of the rights attaching to a fully paid Ordinary Share but these rights do not take effect until 5.00pm (in

Brisbane) on the Conversion Date, on and from which time subject to **clause 2.5(l)**, the Converting Preference Share shall rank equally in all respects with all the fully paid Ordinary Shares then and subsequently on issue and the Company must, within a reasonable time after the Conversion Date, acknowledge in writing that the holder of the Converting Preference Share holds a share so ranking.

(l) **Pro Rata Dividend Ranking**

If the Terms of Issue provide that after the Conversion Date for the Converting Preference Share the Converting Preference Share will rank for dividend as from a particular date or a date determined in accordance with the Terms of Issue, that Converting Preference Share ranks for dividends accordingly.

(m) **No Alteration**

The taking effect of the rights attached to a Converting Preference Share as referred to in **clause 2.5(k)** does not constitute a cancellation, redemption or termination of the Converting Preference Share or, subject to **clause 2.5(o)**, the issue or creation of a new share.

(n) **Rights Take Effect**

The rights referred to in **clause 2.5(k)** take effect at the time referred to therein and all other rights (other than rights to be paid a Base Dividend or Supplementary Dividend payable on or before the Conversion Date) conferred under this **clause 2.5** have effect only until that time.

(o) **Additional Ordinary Shares**

If the Terms of Issue so provide, on the Conversion Date for a Converting Preference Share, Additional Ordinary Shares must be allotted with effect from 5.00pm (in Brisbane) on that date in accordance with the Terms of Issue.

(p) **Ranking of Additional Ordinary Shares**

Unless the Terms of Issue provide otherwise, each Additional Ordinary Share ranks equally with all fully paid Ordinary Shares then and subsequently on issue, but if the Terms of Issue provide that any Additional Ordinary Share will rank for dividends as from a particular date or a date determined in accordance with those Terms of Issue, that Additional Ordinary Share ranks for dividend accordingly.

(q) **Limitation on Further Issues**

Prior to the Conversion Date for any Converting Preference Share the Company must not, without the prior approval by special resolution passed at a separate meeting of holders of Converting Preference Shares, issue shares ranking in priority to the Converting Preference Shares or permit the conversion of any existing shares to shares ranking equally or in priority to the Converting Preference Shares PROVIDED THAT the Directors may at any time, in accordance with this Constitution, issue further preference shares ranking equally with any existing Converting Preference Shares.

(r) **Quotation on ASX**

The Company must use all reasonable endeavours and furnish all documents, information and undertakings which are reasonably necessary to procure, at the expense of the Company, the quotation of:

- (i) the Converting Preference Shares; and
- (ii) any Additional Ordinary Shares,

on ASX.

(s) **Takeover Bid**

If a takeover bid is made for the fully paid Ordinary Shares in the Company and the Directors recommend the acceptance of the takeover bid, the Directors must use reasonable endeavours to procure that equivalent offers are made to the holders of the Converting Preference Shares.

(t) **Participation**

The Converting Preference Shares shall not confer upon the holder any right of participation, including but not limited to rights of participation in issues of securities including any shares, rights, bonus issues, dividend reinvestment plans in or other securities of, the Company and in or under the Company's dividend reinvestment plans from time to time, except to the extent expressly set out elsewhere in this Constitution.

(u) **Notices, Accounts**

A holder of Converting Preference Shares has at all times the same rights as the holder of Ordinary Shares in relation to the receipt of notices, reports and audited accounts and attendance at general meetings of the Company.

(v) **Non-Redeemable**

The Converting Preference Shares will not be redeemable by the Company.

(w) **Inconsistency**

To the extent of any inconsistency between the provisions of this **clause 2.5** and any other clauses the provisions of this **clause 2.5** will prevail.

(x) **Terms Of Issue**

The Terms of Issue can set forth or repeat the whole of this **clause 2.5** or any one or more of the provisions of this **clause 2.5** if the Directors so resolve, without affecting or detracting from the enforceability or efficacy of this **clause 2.5** or any part of it.

(y) **Extended Conversion**

The Directors may offer to extend the Conversion Date of the Converting Preference Shares by making an offer of an extension to all holders of Converting Preference Shares in respect of some or all of the Converting Preference Shares in which case the Directors shall nominate or specify in such offer:

- (i) the Extended Conversion Date;
- (ii) a new Base Dividend Rate to calculate Base Dividends payable during the extended period;
- (iii) a new basis for calculating conversion on the Extended Conversion Date;
- (iv) a new basis for calculation of Supplementary Dividends payable on the Extended Conversion Date;
- (v) the basis on which any Supplementary Dividend accrued to the date of the offer will be paid;
- (vi) the minimum acceptance requirements before the Company will be bound by accepted offers and the effect on accepted offers if those requirements are not satisfied; and
- (vii) the date by which and the manner in which such offer must be accepted.

(z) **Definitions**

In this **clause 2.5**, unless the context requires otherwise:

“Additional Ordinary Share” means any fully paid Ordinary Share issued on the Conversion Date in accordance with any formula set out in the Terms of Issue;

“Allotment Date” means the date of allotment of a Converting Preference Share as set out in the Terms of Issue;

“Applicable Company Tax Rate” means the rate of tax (expressed as a decimal or fraction) set out in the Terms of Issue;

“Base Dividend” means the non-cumulative dividend calculated in accordance with **clause 2.5(b)** and includes a pro rata payment on the Conversion Date under **clause 2.5(c)**;

“Base Dividend Payment Date” means the date or dates set out in the Terms of Issue in each year during the Issue Period except where the date is not a Business Day when the date will be the preceding Business Day;

“Base Dividend Rate” means the rate of dividend payable on Converting Preference Shares set out in the Terms of Issue;

“Conversion Date” means the date or dates set out in the Terms of Issue as the Conversion Date;

“Converting Preference Share” means a share issued in accordance with this **clause 2.5**;

“Extended Conversion Date” means the extension date of the Conversion Date under the Terms of Issue;

“Issue Period” means, in relation to a Converting Preference Share, the period from and including the Allotment Date to and including the Conversion Date;

“Issue Price” means the amount set out in the Terms of Issue;

“Proposed Base Dividend Amount” means the amount calculated under **clause 2.5(b)**;

“Supplementary Dividend” means any non-cumulative dividend, other than a Base Dividend, payable on the Conversion Date in accordance with the Terms of Issue; and

“Terms of Issue” means the terms and conditions of issue of any Converting Preference Share as determined by a resolution of Directors, which can include all or any of the provisions of this **clause 2.5**.

2.6 Commission and Brokerage

The Company shall be entitled to pay commission or brokerage to any person in consideration of subscribing or agreeing to subscribe for any shares or other securities of the Company or procuring or agreeing to procure subscriptions for any shares or other securities of the Company. Such commission or brokerage may be paid in cash or by way of the issue of shares or by the allotment of options or other securities of the Company.

2.7 Joint Holders of Shares

- (a) Where 2 or more persons are registered as the holders of any share, they shall be deemed to hold it as joint tenants subject to the provisions of this clause.
- (b) The joint holders of a share shall be severally as well as jointly liable in respect of all moneys payable in respect of that share.
- (c) The person whose name stands first in the Register as a joint holder of a share shall for all purposes (except in relation to transfer thereof, voting rights and liability for payment of instalments and calls) be deemed the sole owner thereof and notice served on that person shall be notice to all joint holders. Any one of such joint holders may give effectual receipts for all moneys payable in respect of shares registered in the names of the joint holders.
- (d) On the death of a joint holder, or on the dissolution of any company registered as a joint holder of a share, the surviving or continuing holder or holders shall be the only person or persons recognised by the Company as having any title to that share, but the Directors may require such evidence of death or dissolution as they may think fit and nothing herein contained shall release the estate of a deceased Member or such dissolved company from any liability in respect of that share.

2.8 Trusts and Other Equitable Interests Not Recognised

- (a) Except as required by law, the Company shall not be bound to recognise a person as holding a share upon any trust.
- (b) The Company is not bound by or compelled in any way to recognise (whether or not it has notice of the interest or rights concerned) any equitable, contingent, future or partial interest or any other right in any share other than a Non-Participating Share or an absolute right of legal ownership in the Member.

3 SHARE CERTIFICATES AND UNCERTIFICATED HOLDINGS

3.1 Form of Certificates

Where the Company is required by the Corporations Law, Listing Rules or this Constitution to issue certificates for shares every certificate shall comply with, and be delivered in accordance with, the Corporations Law and the Company shall comply with the Listing Rules in regard to the dispatch of certificates.

3.2 Member's Right to Certificates and Replacement of Certificates

Where the Company is required by the Corporations Law, Listing Rules or this Constitution to issue certificates for shares:

- (a) every Member shall be entitled, without payment, to one certificate for the shares of one class registered in the Member's name but in respect of a share held jointly by several persons, the Company is not bound to issue more than one certificate. In the case of joint holders, the certificate shall be delivered to the first person named on the Register; and
- (b) subject to the provisions of the Corporations Law and the Listing Rules, in the event of the loss or destruction of any share certificate, the Company shall upon receipt of evidence satisfactory to it of such loss or destruction, issue a replacement certificate. In the event that any such certificate is worn out or defaced, the Company upon production thereof, will cancel the same and issue a new certificate as a replacement without charge.

3.3 Cancellation of Certificates

Subject to the SCH Business Rules on every application to register a transfer of shares or to register any person as a Member in respect of any shares to which that person has become entitled by operation of law, except where the Company is not required under the Corporations Law, the Listing Rules or this Constitution to issue certificates for shares, the certificate for the shares shall except where not required under the SCH Business Rules be delivered up to the Company for cancellation and upon registration of such transfer or transmission, a new certificate therefor shall be issued in the name of the transferee or the transmittee (as the case may be) or such other person as is entitled to be registered as the holder of the shares.

3.4 CHES and Computerised Share Transfer System

- (a) At any time when the Directors consider it is expedient in order to enable the Company to participate in CHES or any computerised or electronic share transfer system ("Share Transfer System") introduced under or acceptable under the Listing Rules, the Directors may, subject to this Constitution:
 - (i) determine the Company and its Members shall participate in CHES or a Share Transfer System;
 - (ii) provide that some or all Members are not to be entitled to receive a share certificate in respect of some or all of the shares which the Members hold in the Company and shall be entitled to receive a statement in accordance with CHES or the rules of the Share Transfer System instead of share certificates;
 - (iii) accept and process any instrument or mode of transfer in accordance with the requirements of CHES or any Share Transfer System in

which the Company is participating and which is acceptable to ASX; and

- (iv) establish and maintain such registers including a CHESSE Sub-register and Issuer Sponsored Sub-register, as required under CHESSE or the Share Transfer System.
- (b) The Company shall allot and enter the Uncertificated Securities in the Member's holding in accordance with the Listing Rules.
- (c) The Company shall comply with the SCH Business Rules and Listing Rules and do all things it considers necessary, required or authorised by the Corporations Law, the Listing Rules or the SCH Business Rules in connection with CHESSE or the Share Transfer System.
- (d) The Company shall forward notices of allotment of Uncertificated Securities within the time limits specified in, and in accordance with, the Listing Rules.

4 CALLS ON SHARES

4.1 Calls

Subject to the Listing Rules and to the conditions of issue of any shares, the Directors from time to time may make such calls and upon such conditions as they think fit upon the Members in respect of moneys unpaid on shares held by them. Each Member shall pay the amount of every call so made at the times and places appointed by the Directors. A call shall be deemed to have been made upon the passing of the resolution of the Directors authorising such call. Calls may be made payable by instalments.

4.2 Notice of Calls

Notice in accordance with the Listing Rules, specifying the matters required to be stated by the Listing Rules, of any call shall be given to Members upon whom a call is made. Before the time for payment of such call, the Directors may by notice in writing to the Members revoke the same or extend the time for payment thereof.

4.3 Issue Price Payable by Instalments

If by the terms of issue of any share any moneys payable in respect of the issue price thereof are payable at any fixed time or by instalments at fixed times or by reference to any event, such moneys shall be payable by the person who for the time being is the registered holder of the share or that person's legal personal representatives as if it were a call of which due notice has been given and all the provisions of the Listing Rules and this Constitution relating to calls shall apply.

4.4 Interest on Calls

If the sum payable in respect of any call is not paid on or before the day appointed for payment thereof the holder for the time being of the share in respect of which the call was made, shall if the Directors so require, pay interest on such moneys as are unpaid at the rate which the Directors may from time to time determine from the day appointed for the payment thereof to the time of the actual payment. The holder of any share in respect of which any call or interest thereon is unpaid, shall only be entitled to receive any dividend on fully paid shares or on a pro rata basis according to the amount paid up on each share whilst such call or interest remains unpaid. The Directors may waive the whole or part of any interest paid or payable under this clause.

4.5 Recovery upon Non-Payment of Call

The Directors may recover unpaid calls and interest by action taken against the person liable for payment but such proceedings shall be without prejudice to the Company's right to claim forfeiture of the share in respect of which payment has not been made.

4.6 Validity of Call

On the hearing of any action for the recovery of any money due in respect of a call, it shall be sufficient to prove that the name of the Member sued is entered in the Register as the holder or as one of the holders of the relevant shares, 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 pursuant to this Constitution. It shall not be necessary to prove the appointment of the Directors who made such call nor any other matters. The non-receipt of a notice of any call by, or the accidental omission to give notice of any call to, any Member does not invalidate the call.

4.7 Payment of Calls

The Directors may:

- (a) upon the issue of any shares, differentiate between the holders as to the amounts and times of payment of calls;
- (b) receive from any Member willing to advance the same, all or any part of the moneys uncalled and unpaid upon any shares and upon all or any of the moneys so advanced may (until the same would but for such advance become presently payable) pay interest at such rate and in such manner as may be agreed upon between the Member and the Directors but no dividend shall be payable upon any moneys so advanced whether or not interest has been paid or has been agreed to be paid thereon;
- (c) at any time repay all or any of the moneys so advanced upon giving to such Member not less than 1 month's notice in writing; and
- (d) where a greater amount, other than advances made pursuant to **clause 4.7(b)**, is paid up on some shares than on others, pay dividends in proportion to the amount paid up on each share.

5 TRANSFER AND TRANSMISSION OF SHARES

5.1 Ability to Transfer

The person for the time being appearing on the Register as the holder of any share shall subject to the provisions of this Constitution be entitled to transfer such share to any person.

5.2 Transfer Procedure

- (a) In respect of Certificated Securities no transfer shall be registered unless an instrument of transfer complying with the requirements of this Constitution has been delivered to the Company.
- (b) In respect of Uncertificated Securities no transfer shall be registered unless it is a proper SCH transfer.
- (c) Except in the case of a proper SCH transfer, the transferor shall be deemed to remain the holder of such share until the name of the transferee is entered on

the Register and a transfer of shares shall not pass the right to any dividends declared on those shares until registration.

5.3 Form of Transfer

- (a) In respect of Certificated Securities the instrument of transfer of any share shall be in the form approved by ASX or such other form approved by the Directors. No fee shall be charged on the transfer of any shares.
- (b) In respect of Uncertificated Securities the form or mode of transfer shall in the case of CHES Approved Securities comply with the Listing Rules and SCH Business Rules and shall be a proper SCH transfer.

5.4 Restrictions on Transfer

- (a) The Company may not prevent, delay or interfere with the generation of a proper SCH transfer or the registration of a paper-based transfer of shares in registrable form.
- (b) The Directors may refuse to register any transfer of shares or ask SCH to apply a Holding Lock in accordance with the provisions of the Listing Rules, the Corporations Law and the SCH Business Rules:
 - (i) where the Directors can refuse to register the transfer under the Listing Rules; or
 - (ii) when such registration is not permitted by any court order or the Listing Rules.
- (c) The Directors shall not register any transfer of shares where the shares are Non-Participating Shares, except in accordance with the provisions of the Trust Deed.
- (d) Restricted Securities cannot be disposed of during the escrow period except as permitted by the Listing Rules or ASX.
- (e) The Directors shall refuse to acknowledge a disposal (including registering a transfer) of Restricted Securities during the escrow period except as permitted by the Listing Rules or ASX.
- (f) If the Directors refuse to register a transfer of any shares, they shall send such notices to such persons as required under and within the time prescribed under the SCH Business Rules and Listing Rules.

5.5 Lodgement and Disposition of Transfers

Except in the case of a proper SCH transfer an instrument of transfer shall be duly executed and stamped and lodged at the Registered Office or such other places nominated by the Company accompanied by the certificate or certificates for the shares to be transferred and such other evidence as the Directors may require to prove the title of the transferor or his right to transfer the shares. Instruments of transfer which shall be registered shall be retained by the Company but any instrument of transfer which the Directors may refuse to register shall be returned to the person lodging the same. The instrument of transfer shall be retained for such period determined by the Directors after which the Company may destroy it.

5.6 Title on Death

In the case of the death of a Member, the survivor or survivors where the deceased Member was a joint holder or the legal personal representatives of the deceased Member, where the deceased Member was a sole holder, shall be the only persons recognised by the Company as having any title to the deceased Member's interest in the share. The Directors may, subject to compliance by the transferee with this Constitution, register any transfer signed by a Member prior to the Member's death notwithstanding the Company has notice of the Member's death.

5.7 Transmission

Any person becoming entitled to a share in consequence of the death or bankruptcy of a Member may upon the production of such evidence of the entitlement as the Directors may require, elect either to be registered as holder of the share or have some nominated person registered as the transferee thereof, but the Directors shall in either case have the same right to refuse to effect registration as they would have had in the case of a transfer of the share by that Member before his death or bankruptcy.

5.8 Notice by Transmitttee

If the person becoming entitled to a share under the provisions of **clause 5.7** elects to have another person registered as the holder thereof, the election shall be testified by executing a transfer of the share.

5.9 Rights of Transmitttee

Any person becoming entitled to a share in consequence of the death or bankruptcy of a Member shall upon production of such evidence of the entitlement as the Directors may require, be entitled to the same dividends and other advantages and to the same rights as the Member would have been entitled to if the Member had not died or become bankrupt and where 2 or more persons are jointly entitled to any share in consequence of the death or bankruptcy of the Member they shall for the purposes of this Constitution be deemed to be joint holders of the share.

6 LIEN ON SHARES

6.1 Lien

The Company shall have a first and paramount lien and charge upon all shares (other than fully paid shares) registered in the name of a Member (whether solely or jointly with others) and all dividends declared from time to time in respect of such shares for:

- (a) calls and instalments in respect of such shares which are due and unpaid;
- (b) moneys paid by the Company by law in respect of such shares of such Member or the Member's estate;
- (c) loans under an employee incentive scheme which remain unpaid; and
- (d) Reasonable interest and expenses incurred because the amount is not paid.

6.2 Sale of Shares

The Company may sell in such manner as the Directors think fit any share on which the Company has a lien, but no sale shall be made unless moneys in respect of which the lien exists are presently payable nor until the expiration of 14 days after a notice demanding payment of such moneys has been given to the registered holder for the

time being of the share or the person entitled to it by reason of death or bankruptcy. Upon any sale of shares under this **clause 6.2**, the Directors may authorise a person to transfer the shares sold to a purchaser of those shares comprised in the transfer. The purchaser is not bound to see to the application of the purchase money and the title of the purchaser to the shares is not affected by any irregularity or invalidity in connection with the sale of the shares.

6.3 Proceeds of Sale

The net proceeds of sale shall be received by the Company and applied in payment of the moneys presently payable in respect of the share as described in **clause 6.1**, together with any expenses paid or payable in connection with the enforcement of the lien and sale of the shares and the balance, if any, shall be paid to the registered holder or other person entitled to it at the date of sale. No interest shall be payable on any balance.

6.4 Waiver of Lien

The Directors may at any time declare any share either wholly or in part exempt from any lien but unless otherwise agreed, the registration of a transfer of any share shall not operate as a waiver of the Company's lien on the share.

6.5 Taxation Lien

Whenever a contingent liability could be imposed or by law a liability is imposed upon the Company to make any payment in respect of any share registered in the name of a Member or in respect of any dividends or other moneys due or which may become due to such Member by the Company or otherwise in respect of any Member, and whether in consequence of any matter, act or thing and without limiting the generality of the foregoing:

- (a) the death of such Member; or
- (b) any taxation liability (whether present or contingent) of such Member,

the Company in every such case (but without prejudice to any other rights which it may possess under this Constitution or at law or otherwise):

- (i) shall be fully indemnified from all liability (whether present or contingent) by such Member or the Member's legal personal representatives or trustee;
- (ii) shall have a lien and charge upon all shares registered in the name of the Member or the Member's legal personal representatives or trustees in respect of all moneys paid by the Company in consequence of the imposition of such liability;
- (iii) shall have a lien and charge upon and a right of set-off against all dividends and other moneys payable to such Member or the Member's legal personal representatives or trustees in respect of all moneys paid by the Company as a consequence of the imposition of such liability together with interest thereon at the rate which is equal to the aggregate of 2% and the maximum rate percent per annum charged by the Company on overdrafts in excess of \$100,000, from the date of payment to the date of repayment, or (where the Company is not customarily granting such overdrafts) at such rate as the Directors may from time to time determine;
- (iv) may recover as a debt due from such Member or the Member's legal personal representatives or trustees any moneys so paid or payable by the Company

together with interest to the extent to which such moneys exceed the amount of any dividends or other moneys payable by the Company to the Member or other persons; and

- (v) may do all such things as may be necessary or appropriate for it to do including under the SCH Business Rules to protect any lien, charge or other right to which it may be entitled under any law or this Constitution.

Nothing in this clause prejudices or affects any right or remedy which any law confers on the Company, and, as between the Company and each holder, each holder's trustee, executor, administrator and estate, any right or remedy which the law confers on the Company is enforceable by the Company.

7 FORFEITURE AND SURRENDER OF SHARES

7.1 Notice Requiring Payment

If a Member fails to pay any moneys payable in respect of the issue of a share on or before the day appointed for payment thereof, the Directors may at any time thereafter by notice in writing to the Member require payment of the same together with any accrued interest and expenses incurred by reason of such non-payment.

7.2 Payment

The notice required to be given under **clause 7.1** shall name a further day (not less than 14 days from the date of the notice) on or before which such moneys and interest and expenses are to be paid and the place where payment is to be made (the place so named being the place at which calls of the Company are usually made payable) and shall state that in the event of non-payment in accordance with the terms thereof the share in respect of which such payment is due will be liable to be forfeited.

7.3 Forfeiture

If the requirements of any notice under **clause 7.1** are not complied with, the shares in respect of which such notice has been given may by resolution of the Directors at any time thereafter but before payment of all money due thereupon with interest and expenses shall have been made, be forfeited. Such forfeiture shall extend to all dividends declared in respect of the forfeited shares and not actually paid before the forfeiture.

7.4 Notice and Entry of Forfeiture

Notice of forfeiture of a share shall be given to the Member in whose name it stood immediately prior to the forfeiture and an entry of the forfeiture with the date thereof shall forthwith be made in the Register. No forfeiture shall be invalidated by any failure to give such notice or to make such entry.

7.5 Disposal of Forfeited Share

- (a) Any forfeited share shall be deemed to be the property of the Company and may be held, re-allotted or sold or otherwise disposed of in such manner and on such terms and conditions as the Directors in their absolute discretion think fit and in case of re-allotment, with or without any money paid thereon by the former holder being credited as paid up, but the Directors may at any time before re-allotment or sale annul the forfeiture subject to such conditions as they may think fit.

- (b) In the event of any sale of any forfeited share within 12 months of the date of forfeiture, any surplus after the satisfaction of unpaid moneys and interest and expenses as aforesaid, shall be paid to the person entitled to such share at the time of forfeiture or his legal personal representatives or assigns or as the person entitled directs.

7.6 Liability of Former Member

Any person whose shares have been forfeited shall notwithstanding such forfeiture be liable to pay to the Company all moneys, interest and expenses owing in respect of the forfeited shares at the time of forfeiture (together with interest thereon from the time of forfeiture until payment at such rate as the Directors determine, if the Directors think fit to enforce payment of interest), unless the holders of ordinary shares resolve otherwise. No Member shall be entitled to any compensation by reason of the forfeiture, re-allotment or sale of any such share.

7.7 Surrender

The Directors may accept the surrender of any shares by way of compromise of any dispute as to the holder's entitlement to be registered in respect thereof or where the holder has advised the Directors in writing that the holder does not wish to meet any further calls on such shares. Any share so surrendered may be disposed of in the same manner as a forfeited share. The form and manner of such surrender shall be as determined by the Directors.

7.8 Title of Shares Forfeited or Sold to Enforce Lien

- (a) In a sale or a re-allotment of forfeited shares or in a sale of shares to enforce a lien or charge, an entry in the Director's minute book that the shares have been forfeited, sold or re-allotted in accordance with this Constitution is sufficient evidence of that fact as against all persons entitled to the shares immediately before the forfeiture, sale or re-allotment of the shares. The Company may receive the purchase money or consideration (if any) given for the shares on any sale or re-allotment.
- (b) In a re-allotment, a certificate signed by a Director or the Secretary to the effect that the shares have been forfeited and the receipt of the Company for the price of the shares constitutes a good title to them.
- (c) In a sale, the Company may appoint a person to execute or may otherwise effect a transfer in favour of the person to whom the shares are sold.
- (d) Upon the issue of the receipt or the transfer being effected the person to whom the shares have been re-allotted or sold is to be registered as the holder of the shares, discharged from all calls or other money due in respect of the shares prior to the re-allotment or purchase and the person is not bound to see to the regularity of the proceedings or the application of the purchase money or consideration, nor is the person's title to the shares affected by any irregularity or invalidity in the proceedings relating to the forfeiture, sale or re-allotment.
- (e) The net proceeds of any sale or re-allotment are to be applied first in payment of all costs of or in relation to the enforcement of the forfeiture and of the sale or re-allotment, next in satisfaction of the amount in respect of which any lien or charge exists as is then payable to the Company (including interest) or the amount of any calls or instalments due and unpaid in respect of those shares except to the extent that such sale or re-allotment is effected without such calls or instalments being credited as paid up, and the residue (if any) paid to, or at

the direction of, the person registered as the holder of the shares immediately prior to the sale or re-allotment or to the person's executors, administrators or assigns upon production of any evidence as to title required by the Directors.

- (f) Subject to the Listing Rules, the Company may by ordinary resolution cancel any shares forfeited under this clause.

8 ALTERATION OF SHARE CAPITAL

8.1 Alteration of Capital

- (a) The Company in general meeting may alter its share capital in any manner permitted by the Corporations Law.
- (b) Notwithstanding **clause 8.1(a)**, the Company may not create further Non-Participating Shares, except pursuant to **clause 2.2(c)**, or consolidate and divide or subdivide any of the Non-Participating Shares or affect adversely in any way the rights and powers attaching to the Non-Participating Shares.
- (c) The Directors may do anything which is required to give effect to any resolution authorising an alteration of the share capital of the Company.

8.2 Rights upon Subdivision

- (a) Subject to **clause 8.1(b)** the resolution whereby any share is subdivided may determine that as between the holders of the shares resulting from such subdivision one or more of such shares shall have some preference or special advantage as regards the right to receive dividends, the return of capital, voting rights, participation in surplus assets and on winding up or otherwise.
- (b) Notwithstanding **clause 8.2(a)**, where any subdivision of shares occurs no share resulting from such subdivision may have conferred upon it a voting right or right to dividends which is inconsistent with the requirements of the Listing Rules.

8.3 Reduction of Capital

The Company may, subject to the provisions of the Corporations Law and the Listing Rules, by special resolution reduce its share capital in any way.

9 MODIFICATION OF RIGHTS

Subject always to the provisions of **clause 35**:

- (a) subject to **clause 9(b)**, if the share capital of the Company is divided into different classes of shares, none of the rights attached to any class may be modified, abrogated or altered without the sanction of a resolution passed by a majority consisting of the holders of at least three-fourths of the issued shares of the class affected at a separate general meeting of the holders of shares of that class convened for the purpose of altering the rights attached to that class and the provisions hereinafter contained as to general meetings shall mutatis mutandis apply to every such meeting; and
- (b) if at any such meeting the necessary majority shall not be obtained, then the consent in writing of the holders of at least three-fourths of the issued shares of that class to the modification, abrogation, alteration or repayment of capital, if obtained within two months from the date of such meeting, shall have the same force and effect as a resolution duly passed in accordance with this clause.

10 ISSUE OF DEBENTURES AND ASSIGNMENT

10.1 Debentures

Notwithstanding anything herein contained, no debenture or other instrument creating or evidencing any indebtedness of the Company (including any security in the Company) shall be issued with any rights or privileges such as would confer on the holder or beneficiary of such debenture or other instrument any greater right or privilege in respect of voting at any meeting of the members and debenture holders of the Company than the holder would enjoy as the holder of Ordinary Shares.

10.2 Uncalled Capital

If any uncalled capital of the Company is charged by any debenture, mortgage or other security the Directors may by instrument under the Seal authorise the person in whose favour such debenture, mortgage or security is executed or any other person in trust for that person, to make calls on the Members in respect of such uncalled capital and to sue in the name of the Company or otherwise for the recovery of moneys becoming due in respect of calls so made and to give valid receipts for such moneys and such authority shall subsist during the continuance of the debenture, mortgage or security notwithstanding any change in the Directors and shall be assignable if expressed so to be.

10.3 Indemnity for Company Debts

Subject to the Corporations Law, where a Director or other person becomes personally liable for the payment of any sum primarily due from the Company the Directors may execute or cause to be executed any mortgage, charge or security over or affecting the whole or any part of the assets of the Company to indemnify the Director or person so becoming liable against any loss in respect of any such liability.

11 GENERAL MEETINGS

11.1 Annual General Meeting

A general meeting of the Company to be called the annual general meeting shall be held at least once in every calendar year in accordance with the provisions of the Corporations Law. All other general meetings of the Company shall be called general meetings.

11.2 General Meetings

- (a) The Board or a Director may convene a general meeting of the Company or a meeting of any class of members of the Company.
- (b) A general meeting shall be convened on a requisition by Members made pursuant to the Corporations Law.
- (c) If permitted by the Corporations Law, Members may call, and arrange to hold, a general meeting in accordance with the provisions of the Corporations Law. The Members calling the meeting must pay the expenses of calling and holding the meeting.

11.3 Notice of Meetings

- (a) Unless the provisions of the Corporations Law allow a shorter period of notice, not less than 28 days' notice of every general meeting shall be given in the manner hereinafter provided to the Auditor, each Director, each Member entitled

to vote at general meetings or a meeting of a class of Members, as the case may be and to such other persons as are entitled under this Constitution to receive notices of meeting.

- (b) A notice convening a meeting of the Company or of any class of Members shall:
- (i) set out the place, date and time of the meeting (and, if the meeting is to be held in 2 or more places, the technology that will be used to facilitate this);
 - (ii) set out the general nature of the meeting's business;
 - (iii) 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
 - (iv) contain a statement setting out the following information:
 - (A) that the Member has a right to appoint a proxy;
 - (B) that the proxy need not be a Member;
 - (C) that a Member who is entitled to cast 2 or more votes may appoint 2 proxies and may specify the proportion or number of votes each proxy is appointed to exercise;
 - (D) a place and a fax number for the purpose of receipt of proxy appointments.

A notice of general meeting shall be accompanied by a form of proxy in a form substantially in accordance with this Constitution. The form of proxy shall be blank in respect of the person primarily to be appointed as proxy.

- (c) Except in the case of a meeting convened on a requisition of Members in accordance with the Corporations Law, the Directors may, by notice in writing, postpone any meeting convened by the Directors to a date specified in such notice, or cancel the holding of such a meeting.
- (d) The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any Member shall not invalidate the meeting or any resolution passed at that meeting.

12 PROCEEDINGS AT GENERAL MEETINGS

12.1 Business at General Meetings

- (a) The business of an annual general meeting shall include receiving and considering the profit and loss account, the balance sheet and reports of the Directors and of the Auditors, noting dividends declared by the Directors, electing Directors in the place of those retiring and transacting any other business which under the Corporations Law or this Constitution is required to be transacted at an annual general meeting.
- (b) Any business at any general meeting other than business referred to in **clause 12.1(a)** shall be special business.

12.2 Quorum

- (a) Subject to **clause 12.4**, 5 Members present in person or by proxy, attorney or representative and having the right to vote at the meeting (whether full voting or pro rata rights) shall constitute a quorum for all purposes at a general meeting (such 5 Members to include the Trustee at any meeting to which **clause (b)** applies).
- (b) A quorum shall not be constituted unless the Trustee is present at any meeting held:
 - (i) during the period expiring on the fifth anniversary of the Incorporation Date, where any matter is to be dealt with in respect of which the Trustee has a vote; or
 - (ii) after the fifth anniversary of the Incorporation Date, which is called to consider a resolution (expressed in accordance with **clause 35.1** of this Constitution) seeking to alter any of the provisions of this Constitution referred to in **clause 35.2(a)-(g)** of this Constitution.
- (c) No business shall be transacted at any general meeting unless a quorum shall be present at the commencement of business.

12.3 Chairman

The Chairman of the Directors shall be entitled to take the chair at every general meeting or if there is no Chairman of Directors, or if at any general meeting the Chairman of Directors is not present and able and willing to act within 10 minutes after the time appointed for holding the meeting, the Deputy Chairman of Directors shall be entitled to take the chair or if there is no Deputy Chairman of Directors or if the Deputy Chairman of Directors is not present and able and willing to act, the Members present shall choose another Director as Chairman and if no Director be present or if all the Directors present decline to take the chair, then the Members present entitled to vote shall choose one of their number to be Chairman. If during any general meeting the Chairman acting pursuant to this clause is unwilling to act as Chairman for any part of the proceedings, the Chairman may withdraw as Chairman during the relevant part of the proceedings and may nominate any person who immediately before the general meeting was a Director or has been nominated for election as a Director at the meeting to be acting Chairman of the meeting during the relevant part of the proceedings. Upon the conclusion of the relevant part of the proceedings, the acting Chairman is to withdraw and the Chairman is to resume acting as Chairman of the meeting.

12.4 Lack of Quorum

If within 30 minutes from the time appointed for the meeting, a quorum is not present, the meeting, if convened upon the requisition of Members, shall be dissolved. In any other case, it shall stand adjourned to such a day and to such a time and place as may be appointed by the Chairman and if at such adjourned meeting a quorum as specified in **clause 12.2** is not present, 2 Members (such 2 Members to include the Trustee at any meeting to which **clause 12.2(b)** applies) present in person or by proxy, attorney or representative and having the right to vote at the meeting shall constitute a quorum and may transact the business for which the meeting was convened.

12.5 Adjournment

The Chairman of a general meeting may with the consent of the meeting adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from

which the adjournment took place. No Member shall be entitled to any notice of any adjournment or of the business to be transacted at an adjourned meeting except where an adjournment is for 30 days or more in which case notice of the adjourned meeting shall be given as in the case of an original meeting.

12.6 Votes on Show of Hands

Every question submitted to any meeting shall be decided in the first instance by a show of hands of those entitled to vote unless, before the show of hands, or before or immediately after the declaration of the result of the show of hands, a poll is demanded. In the case of an equality of votes, the Chairman shall not have a casting vote.

12.7 Votes on Poll

- (a) A poll may at any time be demanded by:
 - (i) the Chairman;
 - (ii) at least 5 Members entitled to vote on the resolution present in person or by proxy, attorney or representative; or
 - (iii) Members present in person or by proxy, attorney or representative, and representing not less than 5% of the votes that may be cast on the resolution.
- (b) Unless a poll is demanded, a declaration by the Chairman as to the result of a vote by a show of hands and an entry to that effect in the minutes of the proceedings of the Company, shall be conclusive evidence of the fact.

12.8 Taking of Poll

If a poll is demanded, it shall be taken in such manner and either immediately, at the conclusion of any other business or after an interval or adjournment or at such other time and at such place as the Chairman directs. No poll may be demanded on the election of a Chairman or on any question of adjournment of a meeting. In the case of an equality of votes, the Chairman shall have a casting vote.

12.9 Effect of Demand for Poll and Withdrawal of Demand

- (a) The demand for a poll shall not prevent the continuation of a meeting for the transaction of any business other than the question on which a poll has been demanded.
- (b) The demand for a poll may be withdrawn.

12.10 Objection to Vote

No objection shall be made to the validity of any vote except at the meeting at which the vote is tendered and every vote not disallowed at such meeting shall be deemed valid. In the case of any dispute as to the admission or rejection of a proxy or a vote, the Chairman shall determine the question and such determination shall be final and conclusive.

12.11 Chairman's Rulings

The Chairman's ruling on all matters relating to the order of business, procedure and conduct of a general meeting shall be final and no motion of dissent from such a ruling shall be accepted.

13 VOTES OF MEMBERS

13.1 Entitlement to Vote

- (a) Subject to this Constitution, on a show of hands the registered holder of voting shares present in person or by representative, attorney or proxy shall have one vote and upon a poll every such person shall have one vote for every voting share held by him.
- (b) Subject to the terms of issue of any shares, if at any time there is on issue any share which has not been fully paid such share shall upon a poll confer only such fraction of one vote as the amount paid up (not credited) on that share bears to the total amounts paid and payable on that share (excluding amounts credited). In calculating such proportion, amounts paid in advance of a call are ignored.
- (c) Any person entitled under **clauses 5.6 or 5.7** to transfer any shares may vote at any general meeting in the same manner as if the person was a registered holder of the shares provided that at least 48 hours before the time of holding the meeting at which the person proposes to vote, the person has satisfied the Directors of the person's right to transfer the shares, unless the Directors have previously admitted the person's right to vote at the meeting in respect of the shares.
- (d) An appointment of a proxy may be a standing one.
- (e) An instrument appointing a proxy unless the contrary is stated, is valid for any adjournment of the meeting as well as for the meeting to which it relates. Any duly signed proxy which is incomplete may be completed by the Secretary on authority from the Directors and the Directors may authorise completion of the proxy by the insertion of the name of any member of the Board as the person in whose favour the proxy is given.
- (f) A holder of Restricted Securities is not entitled to any voting rights in respect of the Restricted Securities during a breach of a Restriction Agreement or the Listing Rules relating to the Restricted Securities.

13.2 Exercise of Voting Power

A Member shall subject to this Constitution and to the terms of issue of shares held by the Member be entitled to be present at any general meeting and to exercise the Member's voting power on any question either personally or by proxy, attorney or representative and as proxy, attorney or representative for another Member. Upon a poll a Member is only entitled to vote in respect of shares held by the Member upon which, at the time when the poll is taken, no monies are due and payable to the Company.

13.3 Joint Holders

Where there are joint registered holders of any shares, any one of such persons may vote at a general meeting either personally or by proxy, attorney or representative in respect of such shares as if the joint holder were solely entitled thereto and if more than one of such joint holders is so present, then that one whose name stands first on the Register shall alone be entitled to vote in respect thereof. Legal personal representatives of a deceased Member in whose names any shares stand, shall for the purposes of this clause be deemed joint holders of the shares.

13.4 Voting by Proxy, Attorney or Representative

- (a) A Member may appoint another person as the Member’s proxy. If the Member is entitled to cast 2 or more votes at the meeting, the Member may appoint 2 proxies.
- (b) Where any Member appoints 2 proxies, the appointment may specify the proportion of the Member's votes each proxy may exercise. If the appointment does not do so, each proxy may exercise half the votes.
- (c) A person who is not a Member may be appointed as proxy, attorney or representative to attend and vote at any general meeting.
- (d) A proxy, attorney or representative shall have the same right as the Member by whom the proxy, attorney or representative is appointed to speak and vote at any general meeting and to demand or join in demanding a poll provided that where a Member appoints 2 proxies, then neither proxy shall upon a show of hands have the right to vote.
- (e) The Company shall with each notice of general meeting of the Company set out a form of proxy in or to the effect following or in such other common form as the Directors may from time to time prescribe or approve in particular cases:

**SUNCORP-METWAY LTD
ACN 010 831 722**

FORM OF PROXY

Part A: First or Sole Proxy

I/We.....

of.....

being a member or members of **SUNCORP-METWAY LTD**, hereby appoint as my proxy to vote on my behalf at the *annual general meeting/general meeting of the Company to be held on the day of and at any adjournment thereof of or failing him, the Chairman of the meeting.

Part B: Second Proxy (if any)

and of

or failing him, the Chairman of the meeting.

My first proxy is appointed to represent% of my voting rights.

My second proxy is appointed to represent% of my voting rights.

If this proxy is signed under power of attorney, the signatory declares that he has had no notice of revocation thereof.

DATED this day of

Signature(s)
.....

The Common Seal of
was hereunto affixed in accordance with its
Constitution and in the
presence of:

Witness
* delete as appropriate.

Part C: Item of Business

For	Against	Abstain
.....

Notes:

1. If a member elects to appoint a single proxy representing the whole of his voting rights, Part A should be completed, Part B should be struck out or left blank and the form signed.
 2. If a member elects to appoint 2 proxies, Parts A and B should be completed. The proportion of the member's voting rights allotted to each proxy may be inserted in the spaces provided and the form should be signed.
 3. If a member wishes to direct the proxy or proxies how to vote, "x" should be inserted in the appropriate box in Part C. Otherwise, the proxy may vote if and as he chooses.
- (f) A standing appointment of a proxy or proxies may be in or to the effect of the following form:

**SUNCORP-METWAY LTD
ACN 010 831 722**

FORM OF PROXY

STANDING APPOINTMENT

Part A: First or Sole Proxy

I/We.....
of.....

being a member or members of **SUNCORP-METWAY LTD**, hereby appoint as my proxy to vote on my behalf at all general meetings of the Company and at any adjournments thereof..... of or failing him, the Chairman of the meeting.

Part B: Second Proxy (if any)

and of

or failing him, the Chairman of the meeting.

My first proxy is appointed to represent% of my voting rights.

My second proxy is appointed to represent% of my voting rights.

If this proxy is signed under power of attorney, the signatory declares that he has had no notice of revocation thereof.

DATED this day of

Signature(s)
.....

The Common Seal of
was hereunto affixed in accordance with its
Constitution and in the
presence of:

Witness

Notes:

1. If a member elects to appoint a single proxy representing the whole of his voting rights, Part A should be completed, Part B should be struck out or left blank and the form signed.
2. If a member elects to appoint 2 proxies, Parts A and B should be completed. The proportion of the member's voting rights allotted to each proxy may be inserted in the spaces provided and the form should be signed.

13.5 Lodgement of Proxies and Powers of Attorney

- (a) Where a Member wishes to exercise the Member's voting power on any question to be considered at a general meeting by proxy, the instrument appointing the proxy and the power of attorney or other authority under which the proxy is signed or a notarially certified copy of that power of attorney or authority, together with a declaration as to non-revocation of the power of attorney, must be deposited at or forwarded by facsimile transmission to the Registered Office or deposited at or forwarded by facsimile transmission to such other place or forwarded to such electronic address (if any) as is specified for that purpose in the notice convening the meeting, so that the same is received by the Company not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the said instrument proposes to vote, and in default the instrument appointing the proxy shall be of no effect.
- (b) Where a Member wishes to exercise his voting power on any question to be considered at a general meeting by attorney, the power of attorney appointing such attorney together with a declaration as to non-revocation must be

deposited at or forwarded to the Registered Office or deposited at or forwarded by facsimile transmission to such other place or forwarded to such electronic address (if any) as is specified for the purpose in the notice convening the meeting, so that the same is received by the Company not less than 48 hours before the time for holding the meeting or adjourned meeting at which the attorney proposes to vote, and in default the power of attorney shall be of no effect.

13.6 Revocation

A vote given in accordance with the terms of an instrument appointing a proxy or power of attorney shall be valid notwithstanding the previous death of the principal or revocation of such proxy or power of attorney or transfer of the share in respect of which the vote is given, unless notice in writing of the death, revocation or transfer shall have been received at the Registered Office not less than 48 hours before the meeting at which the vote was given.

13.7 Transmitter's Vote

Any person entitled under **clause 5.7** to be registered as the holder of shares may vote at any general meeting in respect thereof in the same manner as if that person were the registered holder provided that, unless the Directors shall have previously admitted that person's right to vote in respect of a particular meeting, not less than 48 hours before the time of holding the meeting or adjourned meeting (as the case may be) at which the person proposes to vote the Directors are satisfied of the person's entitlement to such shares.

13.8 Member of Unsound Mind

A Member who is of unsound mind or whose person or estate is liable to be dealt with in any way under any law relating to mental health, may vote whether on a show of hands or on a poll by the Member's committee or trustee or by such other person as is legally entitled to manage the estate and any such committee, trustee or other person may vote by proxy or attorney.

13.9 Corporation Acting by Representative

In accordance with the Corporations Law, any body corporate which is a Member may authorise such person as it thinks fit to act as its representative at all or any meetings (whether of the Company or of any class of Members).

14 DIRECTORS

14.1 Number of Directors

- (a) The number of Directors of the Company shall not exceed 13 nor be less than 7.
- (b) The number of Directors from time to time subject to **clause 14.1(a)** shall be as determined by the Board of Directors.

14.2 Residency of Directors

- (a) At least the prescribed number of Directors, 1 of whom must be the managing Director, must be ordinarily resident in Queensland
- (b) In clause 14.2(a), the prescribed number of Directors means the number that is:

- (i) until the Effective Date, a majority of Directors; or
- (ii) on and after the Effective Date, the greatest of the following:
 - (A) 5;
 - (B) 40% of the total number of Directors;
 - (C) if 40% of the total number of Directors is not a whole number, the next highest whole number.

14.3 Rotation of Directors

- (a) At every annual general meeting one-third of the Directors, excluding the managing Director, (or if the number is not exactly divisible by 3, then the next whole number less than one-third shall retire from office PROVIDED THAT no Director (other than a managing Director) shall retain office for more than 3 years or until the third annual general meeting following the Director's appointment, whichever is the longer, without being submitted for re-election, even though such submission results in more than one-third retiring from office.
- (b) Subject to this Constitution, a retiring Director shall, unless re-elected in accordance with this Constitution, retain office until the conclusion of the meeting at which the Director retires.

14.4 Order of Rotation

The Director or Directors to retire at any annual general meeting shall be the Director or Directors who has or have been longest in office, subject to the following:

- (a) the length of time a Director has been in office shall be computed from the Director's last election or appointment; and
- (b) as between 2 or more Directors who have been in office an equal length of time, the Director or Directors to retire, in default of agreement between them, shall be determined by lot.

14.5 Election of Directors

The Company at any annual general meeting at which any Directors retire in the manner aforesaid may fill the vacancy or vacancies by electing a like number of Directors.

14.6 Casual Vacancy

- (a) The Directors shall have power at any time to appoint any person as a Director either to fill a casual vacancy or as an addition to the Board, but so that the total number of Directors shall not at any time exceed the maximum number authorised by this Constitution.
- (b) Any Director so appointed shall hold office only until the next following annual general meeting, at which the Director shall be eligible for re-election. Such Director shall not be taken into account in determining the Directors to retire pursuant to **clause 14.3** or the number of such Directors to so retire.
- (c) The continuing Directors may act notwithstanding any vacancy in their number and notwithstanding that their number may be reduced below the minimum number fixed by this Constitution provided that for so long as their number is reduced below the minimum number, the continuing Directors may act only for

the purpose of filling vacancies or of convening a general meeting of the Company.

14.7 Vacation of Office

The office of a Director shall automatically be vacated if:

- (a) the Director becomes bankrupt or makes any arrangement or composition with creditors generally;
- (b) the Director becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under any law relating to mental health or be incapable of performing the Director's duties;
- (c) the Director is absent from Board meetings during a continuous period of 3 calendar months without special leave of absence from the Board and for the purposes of this provision, attendance by an alternate Director shall nevertheless be regarded as absence by the appointing Director;
- (d) the Director resigns as a Director by notice in writing or refuses to act;
- (e) the Director ceases to be entitled to be a Director pursuant to the Corporations Law or an order made thereunder or pursuant to any provision of this Constitution;
- (f) the Director is removed from office as a Director pursuant to **clause 14.10**; or
- (g) unless the Board determines otherwise, being an Executive Director, the Director ceases to be an employee of the Company or any related body corporate of the Company.

14.8 Remuneration of Directors

- (a) The Directors shall be remunerated (not by commission on or percentage of profits or operating revenue) out of the funds of the Company for services, an amount determined by the Board payable at the time and in the manner determined by the Board provided that the aggregate remuneration paid to all Directors in any year may not exceed an amount fixed by the Company in general meeting from time to time and any such fixed sum shall be divided among them in such manner as the Board shall determine and in default of such determination, equally.
- (b) The Directors shall also be entitled to be paid their reasonable travelling and accommodation and other expenses incurred in consequence of their attendance at Board meetings and otherwise in the execution of their duties in addition to remuneration payable under **clause 14.8(a)**.
- (c) The remuneration of Directors shall accrue from day to day.
- (d) The expression remuneration in this clause does not include the remuneration or expenses which may otherwise be payable to a Director pursuant to **clause 14.9** but does include any benefits which the Company may provide to Directors in satisfaction of legislative schemes including, without limitation, benefits provided under the Superannuation Guarantee (Administration) Act (Commonwealth).
- (e) Subject to the provisions of the Corporations Law, the Board may, notwithstanding anything contained in this Constitution make, on behalf of the

Company, a lump sum payment in respect of past services to, or to the personal representatives or dependants of, any Directors on or at any time after their ceasing, whether by retirement or otherwise, to hold office.

14.9 Special Remuneration

If any Director shall at the request of the Board perform additional or special duties, the Company may remunerate such Director by a fixed sum or salary (and not by commission on or percentage of profits or operating revenue) to be determined by the Directors and such remuneration may be either in addition to or in substitution for the remuneration to which he would be entitled pursuant to **clause 14.8** or payments made pursuant to **clauses 32.1 to 32.4** inclusive.

14.10 Removal of Directors

The Company may in general meeting remove a Director before the expiration of the Director's period of office and appoint another person instead. The person so appointed shall hold office during such time only as the Director in whose place the person is appointed would have held office had the Director not been removed.

14.11 Nomination of Directors

No person other than a retiring Director shall be eligible for election as a Director unless there is received at the Registered Office not less than 30 Business Days before the general meeting at which the person is to be proposed for election, a notice signed by the nominee giving consent to the nomination and signifying the candidature for office. Notice of each and every candidature shall not less than 10 Business Days before the meeting at which the election is to take place, be forwarded to all the Members.

14.12 Auditors' Disqualification

A partner or employee of the Auditor shall not be eligible for appointment as a Director.

15 ALTERNATE DIRECTORS

- (a) Each Director shall have power to appoint a person approved by a majority of the other Directors to act as alternate Director in the Director's place whenever the Director is unable or unwilling to act personally and during such period or periods as the Director thinks fit and at the discretion of such Director to remove any alternate Director so appointed.

The appointment takes effect immediately upon receipt of the appointment at the Registered Office and the approval by a majority of the other Directors.

- (b) Each alternate Director shall be subject in all respects to the provisions of this Constitution and the Corporations Law generally in relation to Directors and while acting as alternate Director shall exercise all the powers and discharge all the duties of the appointor, but shall look to the appointor for remuneration.
- (c) If a Director who has appointed an alternate Director shall cease to be a Director, the alternate Director so appointed shall automatically cease to hold the office. The alternate Director may be removed or suspended from office upon receipt at the Registered Office of written notice, letter, facsimile transmission or other form of visible communication from the Director by whom the alternate Director was appointed to the Company.

- (d) Without limiting the generality of **clause 15(a)** an alternate Director is entitled to receive notice of meetings of the Board and to attend and vote at the meetings if the Director by whom the alternate Director was appointed is not present.
- (e) An alternate Director is not to be taken into account in determining the number of Directors or rotation of Directors.
- (f) The office of alternate Director is vacated if a majority of the Directors other than a Director by whom the Alternate Director was appointed request in writing that the alternate Director resign.

16 MANAGING AND EXECUTIVE DIRECTORS

16.1 Appointment

- (a) The Directors may from time to time appoint a Managing Director of the Company either for a fixed term or without any limitation as to term and may from time to time remove the Managing Director from such office and appoint another or others to that position.
- (b) A Managing Director shall not be subject to retirement by rotation and shall not be counted under **clause 14.3(a)** for determining the rotation or retirement of the other Directors.

16.2 Remuneration

Notwithstanding **clause 14.8** the remuneration of an executive Director shall from time to time be fixed by the Directors and may be by way of salary and/or commission on or participation in or a percentage of profits, but shall not be by way of commission on or percentage of operating revenue.

16.3 Cessation of Office

If an executive Director ceases to be an employee of the Company or of any Related Corporation, he shall cease to be a Director of the Company, unless the Board determines to the contrary.

16.4 Powers

Executive Directors shall be subject to the control of the Directors who may from time to time confer upon an executive Director such of the powers exercisable under this Constitution by the Directors as they shall determine upon such terms and conditions and with such restrictions as they think expedient and the Directors may from time to time revoke or vary all or any of such powers.

17 DIRECTORS CONTRACTS WITH THE COMPANY

17.1 Directors may Contract with Company

- (a) A Director may hold any other office or place of profit under the Company (except that of Auditor) in conjunction with the office of Director and may act in a professional capacity in relation to the Company and in any such case on such terms as to remuneration and otherwise as the Directors may determine.
- (b) No Director shall be disqualified by that office from contracting with the Company either with regard to such other office or place of profit or as vendor, purchaser, or otherwise, nor shall any such contract nor any contract or arrangement entered into by or on behalf of the 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 realised in respect of any such contract or arrangement by reason of such Director holding that office or of the fiduciary relation thereby established, but the nature of the interest shall be disclosed in the manner required by the Corporations Law.

- (c) No Director shall vote as a Director in respect of any contract or arrangement in which the Director is interested and shall not be present while the matter is being considered at a meeting of Directors unless permitted to do so in accordance with the Corporations Law. The provisions of section 232A of the Corporations Law shall apply in the case of any such material interest.
- (d) A general notice by a Director that the Director is a member or officer of or is otherwise interested in any specified firm or corporation and is to be regarded as interested in all transactions with that firm or corporation shall be a sufficient disclosure under this clause and after such general notice it shall not be necessary for such Director to give a special notice relating to any particular transaction with that firm or corporation. The fact that one or more interested Directors attests the affixation of the Seal to the document evidencing a contract or arrangement in which the Director is interested shall not in any way affect the validity of the document and a Director may participate in the execution of any instrument by or on behalf of the Company and whether by signing or sealing the same or otherwise.
- (e) It shall be the duty of a Director who holds any office or possesses any property, the holding of which office or the possession of which property might whether directly or indirectly create duties or interests in conflict with the Director's duties as a Director of the Company, to declare at the first meeting of the Directors held after becoming a Director, or if already a Director at the first meeting of the Directors held after the Director commences to hold any such office or to possess any such property, the fact of holding such office or possessing such property and the nature, character and extent of the conflict.
- (f) Each Director shall comply with the Corporations Law and the Secretary shall record in the minutes of the meeting any declarations made or notices given by any Director pursuant to the Corporations Law and the Company shall advise ASX of any material contract involving a Director's interests and particulars thereof in accordance with the requirements of Listing Rules.
- (g) Any failure by a Director to make a disclosure required by law or equity, or the Company to record the same, shall not operate so as to render void or voidable any contract, transaction or arrangements entered into by or on behalf of the Company (except in the case of a contract, transaction or arrangement entered into between the Company and such interested Director personally), nor so as to invalidate or render irregular any act done by the Director or other Directors or proceedings of the Directors pursuant to the authority of which the Company has entered into such contract, transaction or arrangement.

17.2 Powers of Directors to exercise Voting Power conferred by Shares in other Companies etc

- (a) The Directors may exercise the voting power conferred by shares in any other corporation (whether incorporated under the Corporations Law or under any other legislative instrument of Queensland or any other jurisdiction) held or owned by the Company or exercisable by them as Directors of such other company in such manner, in all respects as they think fit (including the exercise

thereof in favour of any resolution appointing themselves or any of them directors or other officers or servants of such company or voting or providing for the payment of remuneration to such officers or servants) and any Director of the Company may vote in favour of the exercise of such voting rights, notwithstanding that the Director is or may become interested in the exercise of such voting rights.

- (b) A Director of the Company may be or become and act as a director or other officer, servant or member of any company or corporation promoted by the Company or in which it may be interested as a vendor, shareholder, or otherwise, and no such Director shall be accountable for any remuneration or other benefits derived as director or other officer, servant or member of such company or corporation.

18 PROCEEDINGS OF DIRECTORS

18.1 Procedure Generally

- (a) The Directors may meet for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit and the quorum necessary for the transaction of business shall be determined by the Board. A majority in number of the Directors shall be a quorum. For the purpose of this clause, an alternate Director present at a meeting shall be counted in a quorum at a meeting at which his appointor is not present.
- (b) The Directors may meet either in person or by using any technology consented to by all Directors. The consent may be a standing one. A Director may only withdraw consent within a reasonable period before the meeting. Each Director taking part must be able to hear and be heard by all other participants. A meeting conducted by telephone or other means of communication is deemed to be held at the place agreed upon by the Directors attending the meeting, provided that at least one of the Directors present at the meeting was at that place for the duration of the meeting.

18.2 Decisions

Questions arising to be determined by the Directors (whether at any meeting or otherwise) shall be decided by a majority of votes. In the case of an equality of votes, the Chairman shall have a casting vote, except where, pursuant to **clause 18.1**, a quorum is constituted by 2 Directors, in which event the Chairman shall not have a casting vote.

18.3 Convening Board Meetings

The Chairman of the Board, Managing Director or a majority of the Board may at any time and the Secretary, upon the request of the Chairman, Managing Director or a majority of the Board, shall convene a meeting of the Directors.

18.4 Chairman

The Directors shall elect a Chairman from among their number and may in addition elect a Deputy Chairman and determine the period for which they are respectively to hold office. If at any meeting neither the Chairman nor the Deputy Chairman (if any) is present and willing and able to act at the appointed time for holding the same, the Directors present shall choose one of their number to be Chairman of the meeting. The Chairman or Deputy Chairman may be removed as such by resolution of the Directors of which not less than 10 days' notice has been given to all Directors then entitled to receive notice of meetings of the Directors.

18.5 Powers

A meeting of the Directors at which a quorum is present shall be competent to exercise any of the powers and discretions vested in or exercisable by the Directors.

18.6 Committees

- (a) The Directors may delegate any of their powers and discretions to committees consisting of such member or members of their body and/or such other person or persons as they think fit and any committee so formed shall in the exercise of the powers and discretions so delegated, comply with any conditions or restrictions which may be imposed on it by the Directors.
- (b) The proceedings of any such committee consisting of 2 or more members shall be governed by the provisions of this Constitution regulating proceedings of the Directors, so far as the same are applicable and are not superseded by any regulations made by the Directors.

18.7 Validation of Irregular Acts

All resolutions of the Directors or of a committee appointed pursuant to **clause 18.6** or any act carried out pursuant to any such resolution shall, notwithstanding any defect in the appointment of a Director or other person, or that any of them were disqualified, be as valid as if every Director or other person was duly appointed and qualified.

18.8 Written Resolutions

A resolution in writing signed by all the Directors for the time being who are entitled to vote on the resolution shall be as valid and effectual in all respects as if it had been passed at a meeting of the Directors duly convened. Any such resolution may consist of several documents in like form each signed by one or more Directors. A facsimile transmission or other document produced by mechanical or electronic means under the name of a Director with the Director's authority is deemed to be a document in writing signed by the Director. Such resolution in writing may state the date from which it is deemed to be effective or, if no date is stipulated, it shall be effective from the date the last signature was affixed or as at the date signed by the last Director signing the same.

18.9 Notice of Meetings

Unless the Directors resolve to the contrary, each meeting of the Board shall be called upon at least 24 hours notice to each Director provided that all the Directors may in writing in respect of any particular meeting waive the requisite period of notice. Notice is deemed to have been given to a Director if sent by mail, personal delivery, facsimile transmission or electronic mail to the usual place of residence of the Director or at any other address given to the Secretary by the Director from time to time.

18.10 Waiver of Notice

All resolutions of the Directors passed at a meeting where a quorum is present but where notice of meeting has not been given to each Director, or any act carried out pursuant to any such resolution, shall, provided each Director to whom notice was not given subsequently agrees to waive the same, be as valid as if notice of meeting had been duly given to all Directors.

19 POWERS OF DIRECTORS

- (a) The business of the Company shall be managed by the Directors who may exercise all the powers of the Company which are not by this Constitution or by

the Corporations Law required to be exercised by the Company in general meeting.

- (b) Without limiting the generality of **clause 19(a)** the Board may exercise all the powers of the Company to raise or borrow money, may guarantee the debts or the obligations of any person and may enter into any other financing arrangements, in each case, in the manner and on the terms it thinks fit.

20 MINUTES

- (a) The Directors shall cause minutes of all proceedings of general meetings and of meetings of Directors to be entered in books kept for that purpose in accordance with the Corporations Law.
- (b) Such minutes, if purporting to be signed by the Chairman of the meeting to which they relate or the Chairman of the next succeeding meeting, shall be prima facie evidence of the matters stated therein.

21 SECRETARY

A Secretary or Secretaries of the Company shall be appointed by the Board in accordance with the Corporations Law. Any such appointment may be for such term at such remuneration and on such conditions as the Board thinks fit, and any person so appointed may be removed by it.

22 HEAD OFFICE, LOCAL BOARDS AND BRANCH OFFICES

- (a) The head office of the Company must at all times be located in Queensland.
- (b) For the purposes of **clause 22(a)**, the head office of the Company is located in Queensland only if:
 - (i) The principal operational offices of the following Company personnel, however described, are located in Queensland:
 - (A) chairman;
 - (B) chief executive officer;
 - (C) chief financial officer;
 - (D) chief operating officer; and
 - (ii) The principal operational offices for the following Company services, however described, are located in Queensland:
 - (A) treasury operations;
 - (B) information technology management;
 - (C) marketing management;
 - (D) credit control operation;
 - (E) human resource management;
 - (F) account processing;
 - (G) corporate services department;

- (H) purchasing department; and
- (iii) The usual location for the holding of Company Board meetings is in Queensland.

23 THE SEALS

- (a) The Directors may decide whether or not the Company shall have a Seal from time to time.
- (b) If the Company does have a Seal, **clauses (c), (d) and (e)** apply.
- (c) The Directors shall provide for the safe custody of the Seal which shall only be used by the authority of the Directors or of a committee of Directors authorised by the Directors in that behalf and every instrument to which the Seal is affixed shall be signed by 2 people being:
 - (i) 2 Directors;
 - (ii) a Director and a Secretary;
 - (iii) a Director and a person authorised by the Board for the purpose (an "Authorised Person");
 - (iv) a Secretary and an Authorised Person; or
 - (v) 2 Authorised Persons.
- (d) The Company may have a duplicate Seal which shall be a facsimile of the Seal with the addition on its face of the words "Duplicate Seal", "Share Seal" or "Certificate Seal".
- (e) The Seal may be affixed to or printed on certificates for shares, options and other securities by mechanical means so as to produce a facsimile of such Seal and signatures. In addition, the Directors may determine generally or in a particular case, that the Seal and the signatures of the Director, Secretary or other person appointed by the Directors for the purpose of signing documents to which the Seal is affixed, may be affixed, printed or otherwise written on documents by a specified mechanical means so as to produce a facsimile of such Seal and signatures.

24 ACCOUNTS AND AUDIT

The Directors shall ensure that the requirements of the Corporations Law as to accounts and audit are complied with by the Company. Subject to the Corporations Law, the Directors shall determine whether and to what extent and at what times and places and under what conditions the accounting and other records of the Company or any of them shall be open to the inspection of Members. No Member (not being a Director) shall be entitled to inspect any books or records of the Company except as permitted by law or as authorised by the Directors or to require or receive any information concerning the business, trading or customers of the Company or any trade secret or secret process of or used by the Company.

25 PRE-CONVERSION RESERVES

The Pre-Conversion Reserves shall be dealt with by the Company as follows:

- (a) Except as expressly provided in this Constitution, no part of the Pre-Conversion Reserves shall be paid or distributed whether by way of dividend, bonus share issue, return of capital or otherwise to any shareholder of the Company in the shareholder's capacity as shareholder;
- (b) Subject to **clause 31.1(b)(i)**, no part of any profits earned by the Company shall be allocated or deemed to be allocated in favour of the Pre-Conversion Reserves or any part of them;
- (c) Where the Company suffers any losses (including any losses arising from a reduction in the value of any of the Company's assets) after the retained profits and revaluation reserves of the Company arising after the Incorporation Date have been exhausted, the Pre-Conversion Reserves may be written down to reflect such losses;
- (d) In a winding up of the Company, the Pre-Conversion Reserves shall be treated in the manner set out in **clause 31.1(b)**;
- (e) Where the Company acquires a Controlling Majority of any Similar Institution or where any Similar Institution is merged with and into the Company, any amount representing a distribution in any form to the Company or any amount which otherwise becomes vested in the Company of or from the pre-acquisition reserves or profits of such Similar Institution shall within 1 month of the occurrence of such distribution be appropriated firstly in substitution for any amount of the reserves or profits of the Company to be applied in paying-up further Non-Participating Shares to be issued pursuant to **clause 2.3(c)(ii)** and the balance to the Pre-Conversion Reserves and the amounts so appropriated to the Pre-Conversion Reserves shall thereafter for all purposes form part of the Pre-Conversion Reserves and the provisions of this clause shall apply to such an amount accordingly; and
- (f) As on and from the Termination Date, the provisions of this clause, and of **clause 31.1(b)** shall cease to apply, and the Pre-Conversion Reserves shall become and for all purposes thereafter be part of the ordinary reserves of the Company.

26 RESERVES

Subject to **clause 25**, the Board may:

- (a) before the declaration of a dividend, carry to a reserve fund, general reserve or reserve account, such amounts out of the profits of the Company as it deems expedient;
- (b) apply the whole or part of any reserve fund, general reserve or reserve account from time to time for providing for depreciation or contingencies, equalising dividends, repairing, improving or maintaining any property of the Company or for any other purpose which the Board considers expedient;
- (c) divide any reserve fund, general reserve or reserve account into special reserves and employ the assets representing the same in the business of the Company without being bound to keep those assets separate from any other assets; and
- (d) carry forward any profits which are not declared by way of dividend.

27 DIVIDENDS

27.1 Entitlements to Dividends

- (a) Subject to the rights attaching to any shares, the profits of the Company shall be divisible amongst the Ordinary Shareholders in the proportions which the amounts paid up (not credited) on the shares held by them respectively bear to the total amounts paid and payable (excluding amounts credited) in respect of those shares. In calculating such proportions amounts paid in advance of such calls are ignored.
- (b) A holder of Restricted Securities is not entitled to any dividends or distributions in respect of Restricted Securities during a breach of a Restriction Agreement or the Listing Rules relating to the Restricted Securities.

27.2 Declaration of Dividends

- (a) The Directors may declare and pay to Ordinary Shareholders a dividend according to their respective entitlements to the profits of the Company as provided in **clause 27.1** and may fix the time for payment.
- (b) The Directors may resolve that such dividend be satisfied wholly or in part by the distribution of specific assets and in particular of fully paid or partly paid shares, debentures or other securities of the Company.

27.3 No Dividends except out of Profits

No dividend shall be payable except out of the profits of the Company and no dividend shall bear interest as against the Company.

27.4 Interim Dividends

The Directors may from time to time pay to Members such interim dividends as in their discretion is justified having regard to the financial position of the Company.

27.5 Declaration of Directors Conclusive

The declaration of the Directors based on the audited accounts as to the amount of the net profits of the Company shall be conclusive.

27.6 Deductions from Dividends

The Directors may deduct any moneys due to the Company on account of calls due and unpaid in respect of particular shares held by a Member from the dividends payable to the Member in respect of those shares.

27.7 Transfer before Declaration of Dividend and after Books Closed

A transfer of shares shall not entitle the transferee to any dividend declared on the shares before registration of the transfer. A transfer of shares registered after books close for dividend purposes, but before a dividend is payable, does not pass the right to any dividend declared before the books are closed.

27.8 Payment of Dividend

- (a) A dividend may be paid at the election of the Directors:

- (i) by cheque sent through the post to the Registered Address of the Member entitled or in case of joint holders to the Registered Address of that one whose name stands first on the Register; or
 - (ii) in the case of a Member who has a deposit account with the Company, by crediting the amount of the dividend to such account; or
 - (iii) by crediting the amount of the dividend to a bank, building society or credit union account nominated in writing by the Member.
- (b) The Directors may direct payment of any dividend wholly or partly in currencies other than the lawful currency of Australia. The Directors may determine or provide for the determination of an exchange rate or exchange rates to be used in calculating the amount of dividend to be paid in a currency other than the lawful currency of Australia and any dispute in this regard may be settled by the Directors in such manner they think expedient.

27.9 Unclaimed Dividends

All dividends unclaimed may subject to any law relating to unclaimed money be invested or otherwise applied for the benefit of the Company.

27.10 Transmission

The Directors may retain dividends payable upon shares in respect of which any person is entitled to be registered as holder, until such registration has been effected.

28 CAPITALISATION OF PRE-CONVERSION RESERVES

So long as the number of issued Non-Participating Shares is less than the number authorised by **clause 2.1**, the Directors may resolve that any amount or amounts for the time being standing to the credit of the Pre-Conversion Reserves be capitalised and that such amount or amounts be available for distribution to the Members holding Non-Participating Shares PROVIDED THAT the amount or amounts capitalised and available for distribution pursuant to this clause:

- (a) shall not exceed the difference between the former nominal value of the Non-Participating Shares on issue immediately prior to such capitalisation and distribution and the nominal value of the Non-Participating Shares formerly authorised by **clause 2.1**; and
- (b) shall be applied only in paying up unissued Non-Participating Shares to be issued to Members holding Non-Participating Shares as fully paid bonus shares from out of those authorised by **clause 2.1**.

29 CAPITALISATION OF PROFITS

The Company may capitalise profits. The capitalisation need not be accompanied by the issue of shares.

30 NOTICES

30.1 Mode of Giving Notice

Notices may be served by the Company upon any Member either personally or by post by way of prepaid letter or courier addressed to the Member at the Member's Registered Address or by sending it to any facsimile number or electronic address given to the Company by the Member and the signature on a notice may be written or printed.

30.2 Overseas Service

In the case of an overseas shareholder, notices shall be forwarded by air mail, recognised couriered air service, facsimile transmission or electronic mail.

30.3 Deemed Receipt of Notice

- (a) Any notice served by post, courier, air mail or recognised couriered air service shall be deemed to have been served on the day following that on which the envelope or wrapper containing the same is posted and in proving such service it shall be sufficient to prove that the notice was posted to the Member at the Member's Registered Address.
- (b) A notice sent by facsimile transmission shall be deemed to have been served at the time when transmission of the facsimile is completed by the Company.
- (c) In the case of an electronic mail transmission, service shall be deemed effected on the day and at the time specified in a delivery report, or if no delivery report is received, on the next business day (but is not deemed to have been received if a delivery report indicates a delivery failure).

30.4 Service on Joint Holders

All notices to joint holders of shares shall be given to whichever of such persons is named first in the Register and a notice so given shall be deemed to be proper service on all such holders.

30.5 Transferees Bound

Every person who by operation of law, transfer or other means whatever shall become entitled to any share and whose name shall not have been entered on the Register, shall be bound by a notice given to the person from whom the person derives title to such share and notwithstanding that the Company shall have notice of the death, bankruptcy or other disability of such Member.

30.6 Omission to Notify Registered Address

No Member who shall have omitted to give an address for registration shall be entitled to receive any notice from the Company.

30.7 Notice Effective after Death, Bankruptcy etc.

Any notice given to a Member in the manner required under this Constitution, shall notwithstanding the death, bankruptcy or other disability of the Member, and notwithstanding that the Company has notice of the death, bankruptcy or other disability, shall for all purposes of this Constitution be deemed to be proper service of such notice.

30.8 Calculation of Period of Notice

Where a specific period of notice is required to be given pursuant to this Constitution or the Corporations Law, the date of service of the notice shall not be counted for the purposes thereof.

31 WINDING UP**31.1 Surplus or Deficiency**

On a winding up of the Company the following provisions shall apply:

- (a) The assets of the Company shall first be applied to satisfy the creditors of the Company other than shareholders in their capacity as shareholders;
- (b) Where the assets of the Company have not been fully exhausted in satisfying the creditors of the Company then such surplus assets shall be applied, so far as the same extend, as follows:
 - (i) To the extent only that the commencement of the winding up occurs prior to the Termination Date, the aggregate of:
 - (A) the amount of the Pre-Conversion Reserves immediately prior to the commencement of the winding up; plus
 - (B) the amount by which the Pre-Conversion Reserves has previously been written down pursuant to **clause 25(c)**, shall be set aside and distributed to the holder or holders of the Non-Participating Shares; and
 - (ii) The following persons shall be entitled to the remainder of such surplus assets (if any) in the following order:
 - (A) firstly, the holder or holders of the Non-Participating Shares, if such shares still exist as Non Participating Shares to the extent of the share capital paid up on such shares; and
 - (B) secondly, the Ordinary Shareholders in proportion to the capital paid up on the shares held by them at the commencement of the winding up, as to the remainder of any such surplus assets.
- (c) For the purposes of this clause, the expression “capital paid up” shall mean and include capital paid or called up (whether or not paid) or credited as paid up on any shares but amounts paid in advance of calls shall be disregarded AND any share of the Company being otherwise than fully paid up (as to the premium, if any, payable in respect thereof shall be deemed to be fully paid up in the circumstances (if any) provided by the terms of issue thereof and so long as such share is paid up to an amount not less than its nominal amount.

31.2 Distribution in Specie

The liquidator may with the authority of a special resolution, divide among the Members in specie the whole or any part of the assets of the Company (excluding the Pre-Conversion Reserves) and for such purposes may place such value as the liquidator deems fair and equitable upon any assets, and may determine how such division shall be effected as between Members, or classes of Members but so that if any such division shall be otherwise than in accordance with the existing rights of the Members, every Member shall be entitled to the same rights of dissent and such other ancillary rights, as if such determination were a special resolution passed in accordance with the Corporations Law.

31.3 Notice to Liquidator

Every Member who is not for the time being present in Australia, shall within 3 weeks after the passing of an effective resolution or the making of an order (as the case may be) for the winding up of the Company, serve notice in writing on the Company appointing some person resident in Australia to accept service of notices, process, and other documents in relation to the winding up, and in default of such nomination, the liquidator shall be at liberty on behalf of such Member to appoint a person for such

purpose and service upon any such appointee, whether appointed by the Member or liquidator, shall be deemed to be proper service on such Member for all purposes.

32 INDEMNITY

32.1 Officers

Every Director and other officer of the Company shall be indemnified by the Company from and against all liabilities (including, without limitation, damages, amounts payable to settle proceedings, costs (legal or otherwise), losses and expenses) which such Director or other officer may incur in connection with the performance of the Director's or officer's duties as a Director or such other officer of the Company or any subsidiary of the Company except where any such liability:

- (a) is to the Company or a related body corporate of the Company; or
- (b) arises out of conduct involving a lack of good faith.

32.2 Indemnity for Proceedings

Without in any way limiting the generality of the previous clause every Director and other officer for the time being of the Company shall be indemnified out of the assets of the Company against any liability incurred by the Director or officer in defending any proceedings whether civil or criminal in which judgement is given in favour of the Director or officer or in which the Director or officer is acquitted or in connection with any application in relation to any such proceedings in which relief under the Corporations Law is granted to the Director or officer by the Court.

32.3 Liability as between Officers

No Director or other officer of the Company shall be liable for the act, neglect or default of any other Director or officer or for joining in any act for conformity or for any other loss, expense or damage whatever which shall arise in the execution of the duties of office unless:

- (a) the liability is to the Company or a related body corporate of the Company; or
- (b) the liability arises out of conduct involving a lack of good faith.

32.4 Indemnity to extend to former Directors and Officers

The rights conferred on a Director or other officer of the Company under this clause continue to exist notwithstanding that he or she ceases to be a Director or officer (as the case may be) for any reason whatsoever.

33 LISTING RULES

If the Company is a Listed Company, the following apply:

- (a) notwithstanding anything contained in this Constitution, if the Listing Rules prohibit an act being done, the act shall not be done;
- (b) nothing contained in this Constitution prevents an act being done that the Listing Rules require to be done;
- (c) if the Listing Rules require an act to be done or not to be done, authority is given for that act to be done or not to be done (as the case may be);

- (d) if the Listing Rules require this Constitution to contain a provision and they do not contain such provision, this Constitution is deemed to contain that provision;
- (e) if the Listing Rules require this Constitution not to contain a provision and it contains such a provision, this Constitution is deemed not to contain that provision; and
- (f) if any provision of this Constitution is or becomes inconsistent with the Listing Rules, this Constitution is deemed not to contain that provision to the extent of the inconsistency.

34 ENTRENCHED PROVISIONS

34.1 No amendment or deletion from or addition to this Constitution shall be made where the effect of such amendment, deletion or addition is to alter directly or indirectly the provisions specified in **clause 34.2** (the “Entrenched Provisions”) except where the resolution by which such alteration would be effected:

- (a) is passed at a general meeting of the Company, being a meeting of which not less than 21 days written notice specifying the intention to propose the resolution has been given to Members and at which no other business is to be transacted other than the resolution or resolutions seeking to alter one or more of the Entrenched Provisions;
- (b) expressly specifies the Entrenched Provision or Entrenched Provisions which the relevant resolution seeks to alter; and
- (c) is passed at a general meeting referred to in **clause 34.1(a)** by a majority comprising Members holding not less than 90% of all the shares (other than Non-Participating Shares) in the Company entitled by this Constitution to vote on any such resolution together with Members holding 100% of all the issued Non-Participating Shares.

34.2 The provisions of this Constitution referred to in **clause 34.1** are:

- (a) The following definitions contained in **clause 1**:

“Non-Participating Shares”

“Pre-Conversion Reserves”

“Similar Institution”

“Society”

“Society Reserves”

“Termination Date”

“Trust Deed”; and

“Trustee”

- (b) **clause 2.2(c)**;
- (c) **clause 2.3**;
- (d) **clause 12.2**;

- (e) **clause 12.4;**
- (f) **clause 26;**
- (g) **clause 32.1;** and
- (h) **this clause 34.**

34.3 The provisions of **clauses 34.1** and **34.2** shall cease to apply on and from the Termination Date and shall thereafter be of no further force or effect whatsoever.

35 SUBSCRIBERS

Names, Addresses and Descriptions

Witness to all Signatures

R.G. Nicol (Signature)
Robert George NICOL
14 Kenmore Road
KENMORE QLD 4069
Chartered Accountant

P.J. Guttormsen (Signature)
Address of Witness:
26 Mackie Street East,
Moorooka, Brisbane.

Robin Tremlett FRANCIS
"Ben Vardin", Lake Manchester Road
MT. CROSBY QLD 4305
Company Director

R.T. Francis (Signature)

Frank Charles Beresford HALY
27 Graham Street
INDOOROOPIILLY QLD 4068
Chartered Accountant

F.C.B. Haly (Signature)

Harry Donald PAGE
4 Doris Court
PIMLICO TOWNSVILLE QLD 4812
Company Director

H.D. Page (Signature)

Peter Ronald ROWLAND
11 Towers Street
ASCOT QLD 4007
Solicitor and Company Director

R. Rowland (Signature)

Barry THORNTON
265 Wellington Street
ORMISTON QLD 4163
Company Director

B. Thornton (Signature)

Allan William SALISBURY
20 Bluegum Street
MACGREGOR QLD 4109
Company Director

A.W. Salisbury (Signature)

Trevor Thomas STEEL
69 Janda Street
ROBERTSON QLD 4109
Managing Director

T.T. Steel (Signature)