

CORPORATIONS ACT 2001

**COMPANY LIMITED BY
SHARES**

CONSTITUTION

OF

**AURORA ENERGY PTY. LTD.
ABN 85 082 464 622**

Effective from 7 November 2014

**MEMORANDUM OF
ASSOCIATION**

**AURORA ENERGY PTY.LTD.
ABN 85 082 464 622**

CROWN SOLICITOR OF TASMANIA

CORPORATIONS LAW
A COMPANY LIMITED BY SHARES
MEMORANDUM OF ASSOCIATION
OF
AURORA ENERGY PTY. LTD.
ACN 082 464 622

1. NAME

The name of the Company is Aurora Energy Pty. Ltd.

2. LIABILITY OF MEMBERS

The liability of the Members is limited.

3. SHARE CAPITAL

The Share Capital of the Company on its incorporation is 500 million shares of \$1.00.

4. SHARES HELD ON BEHALF OF CROWN

All Shares in the Company are held in trust for the Crown in Right of the State of Tasmania.

5. PRIMARY PURPOSES

5.1 The primary purposes of the Company are to undertake the following activities:

- (a) the retailing of electricity; and
- (b) activities related to or associated with the retailing of electricity; and
- (c) any other activity, which the shareholders may, by special resolution, approve.

5.2 A further purpose of the Company is to undertake the retailing of gas.

6. PRINCIPAL OBJECTIVES

The principal objectives of the Company on its incorporation are:

- (a) to operate its activities in accordance with sound commercial practice; and
- (b) to maximise its sustainable return to its shareholders,

but such objects are not to be construed as any restriction on or prohibition of the exercise by the Company of any power or the doing of any act.

7. POWERS

For the purpose of carrying out these objects the Company has the power to do all such things as are necessary, incidental or conducive to the attainment of the objects of the Company and the Company has the legal capacity of a natural person with all consequential powers as conferred by the Law.

8. AMENDMENT

8.1 Any special resolution altering, adding to or omitting a provision of this Memorandum of Association or the Articles of Association of the Company does not have effect unless and until both Houses of the Parliament of Tasmania have approved the special resolution.

8.2 A special resolution is approved by a House of Parliament:

- (a) when the House passes a motion approving the special resolution; or
- (b) at the end of 5 sitting days after the special resolution was laid before the House if no notice of motion to disapprove the special resolution is before the House; or
- (c) if such a notice is before the House at the end of that period, when the first of the following occurs:
 - (i) the notice is withdrawn;
 - (ii) the motion is negated;
 - (iii) a further period of 5 sitting days ends.

9. INTERPRETATION

Words and expressions defined in the Articles of Association have the same meaning in this Memorandum unless the context otherwise requires.

We, the several persons whose names are subscribed hereto are desirous of being formed into a Company in pursuant of this Memorandum of Association and respectively agree to take the number of Shares in the capital of the Company set out opposite our respective names, in the last paragraph hereof.

Name Address Occupation of subscriber	Signature of subscriber	Number of Shares taken by each	Witness to the Signatures
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The Honourable Thomas
John Cleary
Minister for Energy for
the State of Tasmania

One Share

DATE:

PRINT FULL NAME

ADDRESS

The Honourable Anthony Maxwell
Rundle
Treasurer for the State of Tasmania

One Share

DATE:

PRINT FULL NAME

ADDRESS

ARTICLES OF ASSOCIATION

OF

AURORA ENERGY PTY. LTD.

ABN 85 082 464 622

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CORPORATIONS ACT 2001
A COMPANY LIMITED BY SHARES
**ARTICLES OF ASSOCIATION
OF
AURORA ENERGY PTY. LTD.
ABN 85 082 464 622**

1. Definitions

The following words have these meanings in these Articles unless the contrary intention appears:

"**Articles**" means the Articles of Association of the Company as amended from time to time;

"**Auditor**" means the auditor for the time being of the Company;

"**Board**" means the board of directors of the Company for the time being;

"**Chairperson of the Board**" means the person appointed as such under these Articles and includes a Deputy Chairperson;

"**Charge**" includes a mortgage;

"**Chief Executive Officer**" means the person appointed as such under Clause 37;

"**Company**" means Aurora Energy Pty. Ltd.(ACN 082 464 622);

"**Crown**" means The Crown in Right of the State of Tasmania;

"**Delegated Body**" has the meaning given to that term in Clause 33;

"**Director**" means a director for the time being appointed by the Members under these Articles;

"**Directors**" means all or some of the Directors acting as a board;

"**Dividend**" includes bonuses;

"**Law**" means the Corporations Act 2001 and includes any amendment or re-enactment thereof, regulations and other instruments under it;

"**Member**" means a person for the time being entered in the Register as a member of the Company;

"**Minister**" means the Minister for the time being administering the *Electricity Companies Act 1997*;

"**Office**" means the Company's registered office;

“Prescribed Notice” means twenty-one days notice or any shorter period of notice for a meeting allowed under the Law;

"Register" means the Register of Members kept in accordance with the Law, and, where appropriate, includes a branch Register;

"Registered Office" means the registered office for the time being for the Company;

"Seal" means the common seal of the Company (if any);

"Secretary" means a person appointed as secretary of the Company under Clause 39 and, where appropriate, includes an acting secretary or a person appointed by the Directors to perform all or any of the duties of a secretary of the Company;

"Shares" mean shares of the Company.

2. Interpretation

2.1 In these Articles unless the contrary intention appears;

- (a) the masculine includes the feminine and vice versa;
- (b) the singular includes the plural and vice versa;
- (c) the word person includes a firm, a body corporate, an unincorporated association or an authority;
- (d) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (e) a reference to writing includes typewriting, printing, facsimile and other modes of representing or reproducing words in a visible form;
- (f) a reference to a section is a reference to the Law;
- (g) a reference to a statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws amending, consolidating or replacing it, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute; and
- (h) a reference to any body, (including, without limitation, an institute, association, authority or statutory authority) whether or not it is a statutory body:

- (i) which ceases to exist; or
- (ii) whose powers or functions are transferred to any other body, refers to the body which replaces it or which substantially succeeds to its powers or functions.

2.2 Headings are inserted for convenience and do not affect the interpretation of these Articles.

2.3 Power conferred on the Company, the Directors, a Director or a Member may be exercised at any time and from time to time.

2.4 Notwithstanding Clauses 1 and 2 (other than this Clause 2.4) words, phrases and expressions used in these Articles have the same meaning as in the Law and except where inconsistent with the Law, the *Electricity Companies Act 1997*.

2.5 If at any time the Company has only one Member then, unless the contrary intention appears:

- (a) a reference in a clause to “the Members” is a reference to that member; and
- (b) without limiting Clause 2.5(a), a clause which confers a power or imposes an obligation on the Members to do a particular act or thing confers that power or imposes that obligation on that Member.

3. Replaceable Rules not to Apply

To the extent permitted by Law, the replaceable rules in the Law do not apply to the Company.

4. Principal Objects

The principal objects of the Company are:

- (a) to operate its activities in accordance with sound commercial practice; and
- (b) to maximise its sustainable return to its shareholders.

5. Limitation on the Sale or Disposal of Main Undertaking

Except where approved by a special resolution, the Company must not sell or dispose of:

- (a) its main undertaking; or
- (b) any of its subsidiaries.

6. Members' Approval for Matters relating to Ownership of Subsidiaries

Except where approved by special resolution of the Members, the Company must not:

- (a) form or acquire, or participate in the formation or acquisition of, a subsidiary; or
- (b) dispose of shares in a subsidiary; or
- (c) enter into any transaction which may result in a subsidiary ceasing to be a subsidiary.

7. Provision of Information

If the Directors form the opinion that matters have arisen:

- (a) that may prevent, or significantly affect, achievement of the objectives of the Company or any subsidiaries; or
- (b) that may significantly affect the strategies and policies that the Company or its subsidiaries are following to achieve those purposes; or
- (c) that may prevent, or significantly affect, achievement of a financial target,

the Directors shall promptly notify the Members of their opinion and the reasons for the opinion.

8. Limit on Borrowings

- 8.1 Except where approved by special resolution of the Members, the Company must not borrow from any person other than the Tasmanian Public Finance Corporation. For the purposes of this Clause 8.1,

borrowing does not include the establishment of an overdraft by the Company or the entering into of a finance lease by the Company.

- 8.2 Except where approved by special resolution of the Shareholders, the Company must not:
- (a) approve the memorandum or articles of a subsidiary unless those articles contain a provision that is substantially the same as Article 8.1; or
 - (b) approve or effect an amendment to that provision.

9. Member's Request for Information

On the written request of a Member, the Company must provide to the Members:

- (a) the business and strategic plans of the Company and any subsidiary as specified in the request; and
- (b) the financial information specified in the request; and
- (c) a report on the matters specified in the request; and
- (d) any other information relevant to any such plan, financial information or report.

10. Shares, Variation or Rights and Share Buy Back

- 10.1 Subject to the Law and the approval in writing of the Members and without prejudice to special rights previously conferred on the holders of any existing Shares or class of Shares but subject to the Law, Shares in the Company may be issued by the Directors and any such Share may be issued with such preferred, deferred or other special rights or such restrictions, whether with regard to dividend, voting, return of capital or otherwise, as the Directors, subject to any resolution, determine.
- 10.2 Subject to the Law, any preference Shares may, with the sanction of a resolution of the Members of the Company, be issued on the terms that they are, or at the option of the Company are liable, to be redeemed.

10.3 If at any time the Share capital is divided into different classes of Shares, the rights attached to any class (unless otherwise provided by the terms of issue of the Shares of that class) may, whether or not the Company is being wound up, be varied with the consent in writing of the holders of three-quarters of the issued Shares of that class, or with the sanction of a special resolution passed at a separate meeting of the holders of the Shares of the class.

10.4 For the purposes of Clause 10.3, the provisions of these Articles relating to general meetings apply so far as they are capable of application and *mutatis mutandis* to every such separate meeting.

10.5 The rights conferred upon the holders of the Shares of any class issued with preferred or other rights shall, unless otherwise expressly provided by the terms of issue of the Shares of that class, be deemed to be varied by the creation or issue of further Shares ranking equally with the first-mentioned Shares.

10.6 Subject to the Law, the Company may buy back Shares on terms and at times determined by the Directors in their discretion.

11. Brokerage

11.1 The Company may exercise the power to make payments by way of brokerage or commission conferred by the Law in the manner provided by the Law.

11.2 Payments by way of brokerage or commission may be satisfied by the payment of cash, by issue of Shares, by the grant of options over Shares, or by a combination of any of those methods or otherwise.

12. Shares Held by Trust

12.1 Except as required by law or as otherwise provided by these Articles, the Company shall not recognise a person as holding any Share upon any trust.

- 12.2 Except as required by law or as otherwise provided by these Articles (including in clause 12.5), 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 in any Share or unit of a Share or (except as otherwise provided by these Articles or by law) any other right in respect of a Share except an absolute right of ownership in the registered holder.
- 12.3 If two or more persons are registered as the holders of a Share, they are taken to hold the Shares as joint tenants with benefits of survivorship and the person whose name appears first on the Register is the only joint holder entitled to receive notices from the Company.
- 12.4 Any one of the joint holders of a Share may give effectual receipt for any dividend or return of capital payable to the joint holders.
- 12.5 The Company will recognise shares issued by the Company in accordance with the *Electricity Companies Act 1997* as shares issued to Members in their capacity as Ministers of the Crown and on trust for the Crown.

13. Share Certificates

- 13.1 A person whose name is entered as a Member in the Register is entitled without payment to receive a certificate in respect of the Share but, in respect of a Share or Shares held jointly by several persons, the Company is not bound to issue more than one certificate.
- 13.2 Delivery of a certificate for a Share to one of several joint holders is sufficient delivery to all such holders.
- 13.3 The Company may issue a replacement certificate for Shares in accordance with the Corporations Law if:
- (a) the holder of the Shares is entitled to a certificate for those Shares;

- (b) satisfactory evidence has been received by the Company that the certificate for Shares previously issued has been stolen, lost or destroyed and has not been pledged, charged, sold or otherwise disposed of, and
- (c) the Member has undertaken in writing to the Company to return the certificate to the Company if it is found or received by the Members.

13.4 Every certificate for Shares must be issued and despatched in accordance with the Law.

13.5 The Directors may order worn out or defaced certificates to be cancelled and replaced by new certificates.

14. Lien

14.1 The Company has a first and paramount lien on every Share (not being a fully paid Share) for all money (whether presently payable or not) called or payable at a fixed time in respect of that Share.

14.2 The Company also has a first and paramount lien on all Shares (other than fully paid Shares) registered in the name of a sole holder for all money presently payable by the holder or the holder's estate to the Company.

14.3 The Directors may at any time exempt a Share wholly or in part from the provisions of this Clause 14.

14.4 The Company's lien (if any) on a Share extends to all dividends payable in respect of the Share.

14.5 Subject to Clause 14.2, the Company may sell, in such manner as the Directors think fit, any Shares on which the Company has a lien.

14.6 A Share on which the Company has a lien shall not be sold unless:
(a) a sum in respect of which the lien exists is presently payable; and

- (b) the Company has, not less than fourteen (14) days before the date of the sale, given to the registered holder for the time being of the Share or the person entitled to the Share by reason of the death or bankruptcy of the registered holder a notice in writing setting out, and demanding payment of, such part of the amount in respect of which the lien exists as is presently payable.
- 14.7
 - (a) For the purpose of giving effect to a sale mentioned in Clause 14.5, the Directors may authorise a person to transfer the Shares sold to the purchaser of the Shares.
 - (b) The Company shall register the purchaser as the holder of the Shares comprised in any such transfer and the purchaser is not bound to see to the application of the purchase money.
 - (c) The title of the purchaser to the Shares is not affected by any irregularity or invalidity in connection with the sale.
- 14.8 The proceeds of a sale mentioned in Clause 14.5 shall be applied by the Company in payment of such part of the amount in respect of which the lien exists as is presently payable, and the residue (if any) shall (subject to any like lien for sums not presently payable that existed upon the Shares before the sale) be paid to the person entitled to the Shares at the date of the sale.
- 15. Calls on Shares**
- 15.1 The Directors may make calls upon the Members in respect of any money unpaid on the Shares of the Members (whether on account of the nominal value of the Shares or by way of premium) and not by the terms of issue of those Shares made payable at fixed times, except that no call shall exceed one-quarter of the sum of nominal values of the Shares or be payable earlier than one month from the date fixed for the payment of the last preceding call.

- 15.2 Each Member shall, upon receiving at least fourteen (14) days notice specifying the time or times and place of payment, pay to the Company at the time or times and place so specified the amount called on the Members' Shares.
- 15.3 The Directors may revoke or postpone a call.
- 15.4 A call shall be deemed to have been made at the time when the resolution of the Directors authorising the call was passed and may be required to be paid by instalments.
- 15.5 The joint holders of a Share are jointly and severally liable to pay all calls in respect of the Share.
- 15.6 If a sum called in respect of a Share is not paid before or on the day appointed for payment of the sum, the person from whom the sum is due shall pay interest on the sum from the day appointed for payment of the sum to the time of actual payment at such rate not exceeding 8% per annum as the Directors determine, but the Directors may waive payment of that interest wholly or in part.
- 15.7 Any sum that, by the terms of issue of a Share, becomes payable on allotment or at a fixed date, whether on account of the nominal value of the Share or by way of premium, shall for the purposes of these Articles be deemed to be a call duly made and payable on the date on which by the terms of issue the sum becomes payable, and, in case of non-payment, all the relevant provisions of these Articles as to payment of interest and expenses, forfeiture or otherwise apply as if the sum had become payable by virtue of a call duly made and notified.
- 15.8 The Directors may, on the issue of Shares, differentiate between the holders as to the amount of calls to be paid and the times of payment.

- 15.9 (a) The Directors may accept from a Member the whole or a part of the amount unpaid on a Share although no part of that amount has been called up.
- (b) The Directors may authorise payment by the Company of interest upon the whole or any part of an amount so accepted, until the amount becomes payable, at such rate, not exceeding the prescribed rate, as is agreed upon between the Directors and the Member paying the sum.
- (c) For the purposes of Clause 15.9, the prescribed rate of interest is:
- (1) if the Company has, by resolution, fixed a rate - the rate so fixed; and
 - (2) in any other case - 20% per annum.

16. Transfer of Shares

- 16.1 Subject to these Articles, a Member may transfer all or any of the Member's Shares by instrument in writing in any usual or common form or in any other form that the Directors approve.
- 16.2 An instrument of transfer referred to in Clause 16.1 shall be executed by or on behalf of both the transferor and the transferee.
- 16.3 A transferor of Shares remains the holder of the Shares transferred until the transfer is registered and the name of the transferee is entered in the Register in respect of the Shares.
- 16.4 The instrument of transfer must be left for registration at the Registered Office of the Company, together with such fee (if any) not exceeding \$10.00 as the Directors require accompanied by the certificate of the Shares to which it relates and such other information as the Directors properly require to show the right of the transferor to make the transfer, and thereupon the Company shall, subject to the powers vested in the Directors by these Articles, register the transferee as a member.

- 16.5 (a) The Directors may in their absolute discretion and without assigning any reason decline to register any transfer of shares or other securities;
- (b) The Directors may in their absolute discretion refuse to register any transfer of shares or other securities on which stamp duty or other taxes of a similar nature are payable but unpaid.
- 16.6 The registration of transfers may be suspended at such times and for such periods as the Directors from time to time determine not exceeding in the whole thirty (30) days in any year.

17. Transmission of Shares

- 17.1 In the case of the death of a Member, the survivor where the deceased was a joint holder, and the legal personal representatives of the deceased where the Member was a sole holder, shall be the only persons recognised by the Company as having any title to the Member's interest in the Shares but this Clause 17.1 does not release the estate of a deceased joint holder from any liability in respect of a Share that had been jointly held by the deceased joint holder with other persons.
- 17.2 If a Minister of the Crown is a Member the Company shall recognise the successor of the Minister as being the person who holds the Share in trust for the Crown.
- 17.3 (a) Subject to the *Bankruptcy Act 1966*, a person becoming entitled to a Share in consequence of the death or bankruptcy of a Member may, upon such information being produced as is properly required by the Directors, elect either to be registered personally as holder of the Share or to have some other person nominated by the person entitled registered as the transferee of the Share.
- (b) If the person becoming entitled elects to be registered personally, that person shall deliver or send to the Company a notice in writing signed by that person stating that such election is made.

- (c) If the person becoming entitled elects to have another person registered, the person shall execute a transfer of the Share to that other person.
 - (d) All the limitations, restrictions and provisions of these rules relating to the right to transfer, and the registration of transfer of Shares are applicable to any such notice or transfer as if the death, retirement, removal, vacation from office or bankruptcy of the Member had not occurred and the notice or transfer were a transfer signed by that Member.
- 17.4 (a) Where the registered holder of a Share dies or becomes bankrupt, the registered holder's personal representative or the trustee of the registered holder's estate, as the case may be, is, upon the production of such information as is properly required by the Directors, entitled to the same dividends and other advantages, and to the same rights (whether in relation to meetings of the Company, or to voting or otherwise), as the registered holder would have been entitled to if the registered holder had not died or become bankrupt.
- (b) Where two (2) or more persons are jointly entitled to any Share in consequence of the death of the registered holder, they shall, for the purpose of these Articles, be deemed to be joint holders of the Share.

18. Forfeiture of Shares

- 18.1 If a Member fails to pay a call or instalment of a call on the day appointed for payment of the call or instalment, the Directors may, at any time thereafter during such time as any part of the call or instalment remains unpaid, serve a notice on the Member requiring payment of so much of the call or instalment as is unpaid, together with any interest that has accrued.
- 18.2 The notice shall name a further day (not earlier than the expiration of fourteen (14) days from the date of service of the notice) on or before which the payment required by the notice is to be made and shall state

- that, in the event of non-payment at or before the time appointed, the Shares in respect of which the call was made will be liable to be forfeited.
- 18.3 (a) If the requirements of a notice served under Clause 18.1 are not complied with, any Share in respect of which the notice has been given may at any time thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the Directors to that effect.
- (b) Such a forfeiture shall include all dividends declared in respect of the forfeited Shares and not actually paid before the forfeiture.
- 18.4 A forfeited Share may be sold or otherwise disposed of on such terms and in such manner as the Directors think fit, and, at any time before a sale or disposition the forfeiture may be cancelled on such terms as the Directors think fit.
- 18.5 A person whose Shares have been forfeited ceases to be a Member in respect of the forfeited Shares, but remains liable to pay to the Company all money that, at the date of forfeiture, was payable by him to the Company in respect of the Shares (including interest at the rate of 20% per annum from the date of forfeiture on the money for the time being unpaid if the Directors think fit to enforce payment of the interest), but the liability of that person ceases if and when the Company receives payment in full of all the money (including interest) so payable in respect of the Shares.
- 18.6 A statement in writing declaring that the person making the statement is a Director or a Secretary of the Company, and that a Share in the Company has been duly forfeited on a date stated in the statement, is *prima facie* evidence of the facts stated in the statement as against all persons claiming to be entitled to the Share.
- 18.7 (a) The Company may receive the consideration (if any) given for a forfeited Share on any sale or disposition of the Share and may

execute a transfer of the Share in favour of the person to whom the Share is sold or disposed of.

- (b) Upon the execution of the transfer, the transferee shall be registered as the holder of the Share and is not bound to see to the application of any money paid as consideration.
- (c) The title of the transferee to the Share is not affected by any irregularity or invalidity in connection with the forfeiture, sale or disposal of the Share.

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

19. Alteration of Share Capital

For the purpose of giving effect to a conversion of all or any of the Shares into a larger or smaller number of Shares, the Directors may settle any difficulty which arises with respect to fractions of Shares as they think expedient and in particular may:

- (a) issue fractional certificates;
- (b) vest any fractions of Shares in trustees on such trusts for the persons entitled to the fractions of Shares as may seem expedient to the Directors; or
- (c) sell the Shares representing the fractions for the best price reasonably obtainable to any person and distribute the net proceeds of sale (subject to retention by the Company of small amounts where the cost of distribution would be disproportionate to the amounts involved) in due proportion among those Members and, for such sale, any Director may execute an instrument of transfer of the Shares to the purchaser.

20. General Meetings and Annual General Meetings

- 20.1 (a) Subject to the Corporations Law, the Directors may call a meeting of Members at a time and place as the Directors resolve.
- (b) The Directors must call and arrange to hold a general meeting on the request of Members made in accordance with the Corporations Law.
- (c) The Members may call and arrange to hold a general meeting as provided by the Corporations Law.
- 20.2 (a) The Company must give not less than Prescribed Notice of a meeting of Members.
- (b) Notice of a meeting of Members must be given to each Member, each Director, and any auditor of the Company.
- (c) A notice of a meeting of Members must:
- (i) set out the place, date and time for the meeting (and if the meeting is to be held in 2 or more places, the technology that will be used to facilitate this);
 - (ii) state the general nature of the business of the meeting; and
 - (iii) set out or include any other information or documents specified by the Corporations Law.
- (d) A Member may waive notice of any meeting of Members by notice in writing to the Company to that effect.
- (e) Subject to the Corporations Law, anything done (including the passing of a resolution) at a meeting of Members is not invalid if either or both a person does not receive notice of the meeting or the Company accidentally does not give notice of the meeting to a person.
- 20.3 (a) Each member and any auditor of the Company is entitled to attend any meeting of Members.
- (b) Subject to these Articles, each Director is entitled to attend and speak at all meetings of Members.

- 20.4 (a) A meeting of Members may be held in 2 or more places linked together by any technology that:
- (i) gives the Members as a whole in those places a reasonable opportunity to participate in proceedings;
 - (ii) enables the chairperson to be aware of proceedings in each place; and
 - (iii) enables the Members in each place to vote on a show of hands and on a poll.
- (b) If a meeting of Members is held in 2 or more places under Clause 20.4(a):
- (i) a Member present at one of the places is taken to be present at the meeting; and
 - (ii) the chairperson of that meeting may determine at which place the meeting is taken to have been held.
- 20.5 (a) The Company must hold an annual general meeting:
- (i) at least once in each calendar year; and
 - (ii) subject to Clause 20.5(b), within five (5) months after the end of the Company's financial year.
- (b) The Members may extend the time referred to in Clause 20.5(a).
- (c) The Directors may attend the annual general meeting.
- (d) At least fourteen (14) days before each annual general meeting the Company must give the Members:
- (i) a copy of the Company's annual report;
 - (ii) a copy of the annual financial reports; and
 - (iii) a copy of the Auditor's report.

21. Proceedings at General Meetings

- 21.1 No business shall be transacted at any general meeting unless a quorum of Members is present at the time when the meeting proceeds to business.

- 21.2 For the purpose of determining whether a quorum is present, a person attending as a proxy, or as representing a body corporate that is a Member, shall be deemed to be a Member.
- 21.3 If a quorum is not present within half an hour from the time appointed for the meeting:
- (a) where the meeting was convened upon the requisition of a Director, the meeting shall be dissolved; or
 - (b) in any other case:
 - (i) the meeting stands adjourned to such day, and at such time and place, as the Members determine or, if no determination is made by the Members, to the same day in the next week at the same time and place; and
 - (ii) if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the meeting shall be dissolved.
- 21.4 A quorum of Members is two (2) Members unless there is only one (1) Member, when a quorum is that Member.
- 21.5 The Members shall elect one of their number as chairperson of their meetings and that person shall preside as chairperson at a general meeting.
- 21.6 Where a general meeting is held and:
- (a) a chairperson has not been elected as provided by Clause 21.5; or
 - (b) the chairperson is not present within fifteen (15) minutes after the time appointed for the holding of the meeting or is unwilling to act, the Members present shall elect one of their number to be chairperson of the meeting.
- 21.7 (a) The chairperson may with the consent of any meeting at which a quorum is present and shall if so directed by 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.

- (b) When a meeting is adjourned for thirty (30) days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.
 - (c) Except as provided by Clause 21.7(b), it is not necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
- 21.8
- (a) At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded:
 - (i) by the chairperson; or
 - (ii) by at least two (2) Members present in person or by proxy.
 - (b) Unless a poll is so demanded, a declaration by the chairperson that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the book containing the minutes of the proceedings of the Company, is conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
 - (c) The demand for a poll may be withdrawn.
- 21.9
- (a) If a poll is duly demanded, it shall be taken in such manner and (subject to Clause 21.9(b)) either at once or after an interval or adjournment or otherwise as the chairperson directs, and the result of the poll shall be the resolution of the meeting at which the poll was demanded.
 - (b) A poll demanded on the election of a chairperson or on a question of adjournment shall be taken forthwith.

- 21.10 In the case of an equality of votes, whether on a show of hands or on a poll, the resolution is taken to be lost and the chairperson of the meeting at which the show of hands takes place or at which the poll is demanded shall not have a casting vote.
- 21.11 Subject to any rights or restrictions for the time being attached to any class or classes of Shares:
- (a) at meetings of Members or classes of Members each Member entitled to vote may vote in person or by proxy or attorney; and
 - (b) on a show of hands every person present who is a Member or a representative of a Member has one vote, and on a poll every person present in person or by proxy or attorney has one vote for each Share held.
- 21.12 In the case of joint holders the vote of the senior who tenders a vote, whether in person or by proxy or by attorney, shall be accepted to the exclusion of the votes of the other joint holders and, for this purpose, seniority shall be determined by the order in which the names stand in the Register.
- 21.13 If a Member is of unsound mind or is a person whose person or estate is liable to be dealt with in any way under the law relating to mental health, that Member's committee or trustee or such other person as properly has the management of that Member's estate may exercise any rights of the Member in relation to a general meeting as if the committee, trustee or other person were the Member.
- 21.14 A Member is not entitled to vote at a general meeting unless all calls and other sums presently payable by the Member in respect of Shares in the Company have been paid.

- 21.15 (a) An objection may be raised to the qualification of a voter only at the meeting or adjourned meeting at which the vote objected to is given or tendered.
- (b) Any such objection shall be referred to the chairperson of the meeting, whose decision is final.
- (c) A vote not disallowed pursuant to such an objection is valid for all purposes.
- 21.16 (a) A Member may appoint a proxy to attend and vote at a General Meeting on that Member's behalf.
- (b) An instrument appointing a proxy shall be in writing under the hand of the appointer or of the appointer's attorney duly authorised in writing or, if the appointer is a body corporate, either under seal or under the hand of an officer or attorney duly authorised.
- (c) An instrument appointing a proxy may specify the manner in which the proxy is to vote in respect of a particular resolution and, where an instrument of proxy so provides, the proxy is not entitled to vote in the resolution except as specified in the instrument.
- (d) An instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.
- (e) An instrument appointing a proxy shall be in the following form or in a form that is as similar to the following form as the circumstances allow.

[Name of Company]

I/we, of

being a Member/Members of the abovenamed Company hereby appoint

of

or, in the absence of that person,

of

as my/our proxy to vote for me/us on my/our behalf at the

* annual general

* general

meeting of the Company to be held on the _____ day of

20 _____ and at any adjournment of that meeting.

This form is to be used in favour of/against of the resolution.

Signed this _____ day of _____ 20 .

* Strike out whichever is not desired.

21.17 An instrument appointing a proxy shall not be treated as valid unless the instrument, and the power of attorney or other authority (if any) under which the instrument is signed or a notarially certified copy of that power or authority, is or are deposited not less than forty-eight (48) hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote or, in the case of a poll, not less than twenty-four (24) hours before the time appointed for the taking of the poll, at the Registered Office of the Company or at such other place in Australia as is specified for that purpose in the notice convening the meeting.

21.18 A vote given in accordance with the terms of an instrument of proxy or of a power of attorney is valid notwithstanding the previous death or

unsoundness of mind of the principal, the revocation of the instrument (or of the authority under which the instrument was executed) or of the power, or the transfer of the Share in respect of which the instrument or power is given, if no intimation in writing of the death, unsoundness of mind, revocation or transfer has been received by the Company at the Registered Office before the commencement of the meeting or adjourned meeting at which the instrument is used or the power is exercised.

22. Written Resolutions

- 22.1 Subject to the Law, the Company may pass a resolution without a general meeting being held if all the Members entitled to vote on the resolution sign a document containing a statement that they are in favour of the resolution set out in the document. The resolution is passed when the last Member signs.
- 22.2 For the purposes of Clause 22.1, separate copies of a document may be used for signing by Members if the wording is identical in each copy.
- 22.3 If the Company has one Member, the Company may pass a resolution by the Member recording it and signing the record.
- 22.4 Any document referred to in this Clause 22 may be in the form of a facsimile transmission or a scanned and emailed page.

23. Appointment, Removal and Remuneration of Directors

- 23.1 The number of Directors shall be not less than three (3) and, until otherwise resolved by the Members, not more than five (5).
- 23.2 The name of the initial Directors and Chairperson of the Board shall be determined in writing by the person or persons who consent to become Members and agree to the terms of these Articles before the application for the Company's registration is lodged, or if there is more than one such person, a majority of them.

- 23.3 (a) At the first annual meeting of the Company held next after the 30th July 2001 all Directors shall retire from office and the Members or a majority of them must, subject to Clauses 23.1 and 23.4, appoint such number of directors as the Members deem appropriate.
- (b) A retiring Director is eligible for re-election.
- 23.4 Of the Directors appointed in accordance with Clause 23.3(a), one third, or if their number is not three or a multiple of three then the number nearest one third, shall be appointed to hold office until the third annual general meeting held thereafter the same number shall be appointed to hold office until the second annual general meeting thereafter and the remainder shall be appointed to hold office until the next annual general meeting thereafter.
- 23.5 (a) The Members, or a majority of them at the meeting at which a Director's term of office expires in accordance with Clause 23.4, must appoint, for the period until the third annual general meeting held thereafter, such number of Directors as necessary to fill the vacated offices, or as the Members deem appropriate.
- (b) A retiring Director is eligible for re-appointment.
- 23.6 (a) Subject to Clause 23.2 the Members must appoint the Chairperson of the Board at each annual general meeting.
- (b) A retiring Chairperson of the Board is eligible for re-appointment.
- (c) The Directors may appoint one of the Directors as a Deputy Chairperson of the Board.
- 23.7 (a) The Members may at any time appoint any person to be a Director, either to fill a casual vacancy or as an addition to the existing Directors, but so that the total number of Directors does not at any time exceed the maximum number provided for in these Articles.

- (b) Any Director appointed in accordance with Clause 23.7(a) to fill a casual vacancy is subject to retirement at the same time as if that person had become a Director on the day on which the Director in whose place that person is appointed was last elected a Director.
- (c) Any additional Director appointed in accordance with Clause 23.7(a) holds office only until the next following annual general meeting and is then eligible for re-appointment under clause 23.5.

23.8 The Members may at any time appoint any person to be Chairperson of the Board, to fill a casual vacancy.

23.9 (a) The Members in general meeting may by resolution remove any Director before the expiration of the Director's period of office, and may appoint in accordance with Clause 23.7 another person in that Director's stead.

- (b) The person so appointed is subject to retirement at the same time as if that person had become a Director on the day on which the Director in whose place that person is appointed was last elected a Director.

23.10 (a) The Directors shall be paid such remuneration as is from time to time determined by the Members in writing.

- (b) That remuneration shall be deemed to accrue from day to day.
- (c) The Directors may also be paid all travelling and other expenses properly incurred by them in attending and returning from meetings of the Directors or any committee of the Directors or general meetings of the Company or otherwise in connection with the business of the Company.

23.11 A person appointed as a Director is not required to hold any Shares to qualify that person for appointment.

23.12 In addition to the circumstances in which the office of a Director becomes vacant by virtue of the Law, the office of a Director becomes vacant if the Director:

- (a) becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under the law relating to mental health;
- (b) resigns from the office of director by notice in writing to the Company;
- (c) is absent without the consent of the Directors from meetings of the Directors held during a period of three (3) months;
- (d) without the consent of the Company in general meeting holds any other office of profit under the Company except that of Chief Executive Officer;
- (e) is directly or indirectly interested in any contract or proposed contract with the Company and fails to declare the nature of that interest as required by the Law.

23.13 Notwithstanding Clauses, 23.3, 23.4 and 23.5 the Members may appoint the Chief Executive Officer as a Director and his term of office as a Director will be in accordance with Clause 37.3 unless he is removed in accordance with Clauses 23.9 or 23.12.

24. Powers and Duties of Directors

24.1 Subject to the Law and to any other provision of these Articles:

- (a) the business of the Company shall be managed by the Directors;
and
- (b) the Directors may exercise all powers of the Company as are not, by the Law or by these Articles, required to be exercised by the Company in general meeting.

24.2 Without limiting the generality of Clause 24.1 and subject to any provisions of these Articles, the Directors may exercise all the powers of the Company to borrow money, to charge any property or business of the Company or all

- or any of its uncalled capital and to issue debentures or give any other security for a debt, liability or obligation of the Company or of any other person.
- 24.3 The Directors must at all times comply with the restrictions and requirements specified in the clauses of these Articles.
- 24.4 Notwithstanding anything to the contrary in these Articles, the Directors must comply with any lawful directions given in writing by the Members.
- 24.5 Every Director and other agent or officer of the Company must:
- (a) keep secret all aspects of all transactions of the Company, except:
 - (i) to the extent necessary to enable the person to perform his or her duties to the Company;
 - (ii) as required by law; and
 - (iii) when requested to disclose information by the Directors, to the auditors of the Company or a general meeting of the Company;
 - (iv) when requested to disclose information in accordance with these Articles; and
 - (b) if requested by the Directors, sign and make a declaration that he or she will not disclose or publish any aspect of any transaction of the Company.
- 24.6 (a) The Directors may, by power of attorney, appoint any person or persons to be the attorney or attorneys of the Company for such purposes, with such powers, authorities and discretions (being powers, authorities and discretions vested in or exercisable by the Directors), for such period and subject to such conditions as they think fit.
- (b) Any such power of attorney may contain such provisions for the protection and convenience of persons dealing with the attorney as the Directors think fit and may also authorise the attorney to

delegate all or any of the powers, authorities and discretions vested in the attorney.

24.7 All cheques, promissory notes, bankers drafts, bills of exchange and other negotiable instruments, and all receipts for money paid to the Company, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, by any two (2) Directors or in such other manner as the Directors determine.

25. Proceedings of Directors

25.1 The Directors may meet together for the dispatch of business and adjourn and otherwise regulate their meetings as they think fit.

25.2 A Director may at any time, and the Secretary shall on the requisition of a Director, convene a meeting of the Directors.

25.3 The Directors may meet together either in person or by telephone, telex, radio, conference television or any other form of audio or audio-visual instantaneous communication for the despatch of business and adjourn and otherwise regulate their meetings as they think fit. A resolution passed by such a conference shall, notwithstanding that the Directors are not present together at one place at the time of the conference, be deemed to have been passed at a meeting of Directors held on the day and at the time at which the conference was held. The provisions of these Articles relating to proceedings of Directors shall apply, in so far as they are capable of application, to such conference.

26. Calling of a Meeting of Directors and Notice of Meeting of Directors

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

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

27. Voting

- (a) Subject to these Articles, questions arising at a meeting of Directors shall be decided by a majority of votes of Directors present and voting and any such decision shall for all purposes be deemed a decision of the Directors.
- (b) In case of an equality of votes, the chairperson of the meeting, in addition to that person's deliberative vote, has a casting vote.

28. Directors Interest

28.1 As required by the Corporations Law, a Director must give the Directors notice of any material personal interest in a matter that relates to the affairs of the Company.

28.2 Subject to the provisions of this Clause 28, a Director of any firm, body or entity in which a Director has a direct or indirect interest, may in any capacity:

- (a) enter into any contract or arrangement with the Company;
- (b) be appointed to hold any office or place of profit under the Company, other than the office of auditor; and
- (c) act in a professional capacity, other than as auditor, for the Company.

and may receive and retain for his or her own benefit any remuneration, profits or benefits as if he or she were not a Director.

28.3 The fact that a Director holds office as a director, and has fiduciary obligations arising out of that office:

- (a) will not void or render voidable a contract made by a Director with the Company;

- (b) will not void or render voidable a contract or arrangement entered into by or on behalf of the Company and in which the Director may have any interest; and
- (c) will not require the Director to account to the Company for any profit realised by or under any contract or arrangement entered into by or on behalf of the Company and in which the Director may have any interest.

28.4 A Director may be or become a director or other officer of, or otherwise be interested in:

- (a) any Related Body Corporate; or
- (b) any other body corporate promoted by the Company or in which the Company may be interested as a vendor, shareholder or otherwise, and is not accountable to the Company for any remuneration or other benefits received by the director or officer of, or from having an interest in, that body corporate.

28.5 A Director who has a material personal interest in a matter that is being considered at a Director's meeting must not:

- (a) be present while the matter is being considered at the meeting; or
- (b) vote on the matter,

unless permitted to do so by the Corporations Law, in which case the Director may:

- (c) be counted in determining whether or not a quorum is present at any meeting of Directors considering that contract or arrangement or a proposed contract or arrangement;
- (d) assign or countersign any document relating to that contract or arrangement or a proposed contract or arrangement to which the seal is affixed; and
- (e) vote in respect of, or in respect of any matter arising out of, the contract or arrangement or proposed contract or arrangement.

29.

30. Quorum of Directors

At a meeting of Directors, the number of Directors whose presence is necessary to constitute a quorum is such number as is determined by the Directors and, unless so determined, is a majority of Directors appointed in accordance with Clause 23.1.

31. Vacancy in Office of Director

In the event of a vacancy or vacancies in the office of a Director or offices of Directors the remaining Directors may act but, if the number of remaining Directors is not sufficient to constitute a quorum at a meeting of Directors, they may act only for the purpose of increasing the number of Directors to a number sufficient to constitute such a quorum or of convening a general meeting of the Company.

32. Chairperson of Directors Meeting

32.1 The Chairperson of the Board shall be chairperson at a meeting of Directors.

32.2 Where such a meeting is held and the Chairperson of the Board is not present within ten (10) minutes after the time appointed for the holding of the meeting or is unwilling to act the Directors present shall elect one of their number to be chairperson of the meeting.

33. Delegation by Directors

33.1 Subject to the Law the Directors may delegate any of their powers and functions (other than the power of delegation) to a Director, the Chief Executive Officer, a committee or an employee (for the purposes of this Clause 33, a "**Delegated Body**").

33.2 A Delegated Body to which any powers have been so delegated shall exercise the powers delegated in accordance with any directions of the

Directors and a power so exercised shall be deemed to have been exercised by the Directors.

- 33.3 The member or members appointed to any such Delegated Body may elect one of their number as chairperson of their meetings.
- 33.4 Where such a meeting is held and:
- (a) a chairperson has not been elected as provided by Clause 33.3; or
 - (b) the chairperson is not present within ten (10) minutes after the time appointed for the holding of the meeting or is unwilling to act;
- the remaining members of such a Delegated Body present may elect one of their number to be chairperson of the meeting.
- 33.5 A Delegated Body may meet and adjourn as it thinks proper.
- 33.6 Questions arising at a meeting of a Delegated Body shall be determined by a majority of votes of the members present and voting.
- 33.7 In the case of an equality of votes, the chairperson in addition to that person's deliberative vote, has a casting vote.

34. Written Resolution by Directors

- 34.1 If all the Directors have signed a document containing a statement that they are in favour of a resolution of the Directors in terms set out in the document, a resolution in those terms shall be deemed to have been passed at a meeting of the Directors held on the day on which the document was signed and at the time at which the document was last signed by a Director or, if the Directors signed the document on different days, on the day on which, and at the time at which, the document was last signed by a Director.
- 34.2 For the purposes of Clause 34.1, two (2) or more separate documents containing statements in identical terms each of which is signed by one or

more Directors shall together be deemed to constitute one document containing a statement in those terms signed by those Directors on the respective days on which they signed the separate documents.

- 34.3 A reference in Clause 34.1 to all the Directors does not include a reference to a Director who, at a meeting of Directors, would not be entitled to vote on the resolution.

35. Validity of Acts of Directors

All acts done by any meeting of the Directors or of a Delegated Body or by any person acting as a Director are, notwithstanding that it is afterwards discovered that there was some defect in the appointment of a person to be a Director or a member of a Delegated Body, or to act as, a Director, or that a person so appointed was disqualified, as valid as if the person had been duly appointed and was qualified to be a Director or to be a member of the Delegated Body.

36. Minutes and Registers

- 36.1 The Directors must cause minutes to be made of:

- (a) the names of the Directors present at all general meetings, Directors' meetings and meetings of Directors' committees ;
- (b) all proceedings of general meetings, Directors' meetings and meetings of Directors' committees ;
- (c) all orders made by Directors and Directors' committees; and
- (d) all disclosures of interests made pursuant to Clause 28.

- 36.2 Minutes must be signed by the Chairperson, chairperson of the meeting or by the chairperson of the next meeting of the relevant body, and if so signed will as between the members be conclusive evidence of the matters stated in such minutes.

37. Chief Executive Officer

37.1 The Chief Executive Officer shall be appointed by the Directors in writing and shall undertake such duties as the Directors shall determine from time to time.

37.2 The Directors may, subject to the terms of the Chief Executive Officer's employment agreement, suspend, remove or dismiss the Chief Executive Officer.

37.3 If the Chief Executive Officer is appointed in accordance with Clause 23.13 as a Director he shall be appointed to hold office as a Director for the term of his appointment as Chief Executive Officer.

38. Audit

The accounts of the Company which include all financial accounts and records including the profit and loss account and balance sheet shall be reported upon and audited by the Auditor-General for Tasmania or such other registered Auditor as the Members may appoint and all such accounts of the Company shall be made available to the Auditor as and when required by the Auditor-General for Tasmania or Auditor and it is agreed that the Auditor-General for Tasmania or Auditor shall be reimbursed for any work done.

39. Secretary

39.1 A Secretary of the Company may be appointed by the Directors and shall hold office on such terms and conditions, as to remuneration and otherwise, as the Board determines.

39.2 The Directors may appoint a person as an acting Secretary or as a temporary substitute for a Secretary who for the purposes of these Articles will be deemed a Secretary for the duration of that appointment.

39.3 The Directors may, subject to the terms of Secretary's employment contract, suspend, remove or dismiss the Secretary.

40. Seal and Execution of Documents

40.1 If the Company has a Seal:

- (a) the Directors must provide for the safe custody of the Seal;
- (b) the Seal must be used only by the authority of the Directors, or of a committee of the Directors authorised by the Directors to authorise the use of the Seal, and every document to which the Seal is affixed shall be signed by a Director and be countersigned by another Director, a Secretary or another person appointed by the Directors to, countersign that document or a class of documents in which that document is included;
- (c) if the Company has only one (1) Director who is also the secretary of the Company, every document to which the Seal is affixed must be signed by the Director but need not be countersigned.

40.2 Notwithstanding Clause 40.1 the Company may execute any document as authorised by the law.

41. Inspection of Records

The Directors of the Company or the Company by a resolution passed at a general meeting may authorise a Member to inspect the books of the Company.

42. Dividends and Reserves

42.1 Subject to the Law, the amount of any dividend (whether interim, final, special or otherwise) (if any) to be paid by the Company to its Members is the amount determined by special resolution of the Members after they have consulted with the Directors and have considered the written recommendations of the Directors but shall not exceed an amount recommended by Directors.

42.2 For the purposes of Clause 42.1, the Directors shall provide their written recommendation to the Members within four (4) months after the end of each financial year.

42.3 The dividend determined under Clause 42.1 shall be paid within six months after the end of the financial year.

43. Interest

Interest is not payable by the Company in respect of any dividend.

44. Reserves

44.1 The Directors may, before recommending any dividend, set aside out of the profits of the Company such sums as they think proper as reserves, to be applied, at the discretion of the Directors, for any purpose for which the profits of the Company may be properly applied.

44.2 Pending any such application, the reserves may, at the discretion of the Directors, be used in the business of the Company or be invested in such investments as the Directors think fit.

44.3 The Directors may carry forward so much of the profits remaining as they consider ought not to be distributed as dividends without transferring those profits to a reserve.

45. Dividend Entitlement

45.1 Subject to the rights of persons (if any) entitled to Shares with special rights as to dividend, all dividends shall be declared and paid according to the amounts paid or credited as paid on the Shares in respect of which the dividend is paid.

45.2 All dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the Shares during any portion or portions of the period in respect of which the dividend is paid, but, if any Share is issued

on terms providing that it will rank for dividend from a particular date, that Share ranks for dividend accordingly.

- 45.3 An amount paid or credited as paid on a Share in advance of a call shall not be taken for the purposes of these Articles to be paid or credited as paid on the Share.

46. Deductions from Dividends

The Directors may deduct from any dividend payable to a Member all sums of money (if any) presently payable by the Member to the Company on account of calls or otherwise in relation to shares in the Company.

47. Distribution of Assets

- 47.1 Any general meeting declaring a dividend may, by resolution, direct payment of the dividend wholly or partly by the distribution of specific assets, including paid up Shares in, or debentures of, any other corporation, and the Directors shall give effect to such a resolution.
- 47.2 Where a difficulty arises in regard to such a distribution, the Directors may settle the matter as they consider expedient and fix the value for distribution of the specific assets or any part of those assets and may determine that cash payments will be made to any Members on the basis of the value so fixed in order to adjust the rights of all parties, and may vest any such specific assets in trustees as the Directors consider expedient.

48. Payment of Dividends

- 48.1 Any dividend, interest or other money payable in cash in respect of Shares may be paid by cheque sent through the post directed to:
- (a) the address of the holder as shown in the Register, or in the case of joint holders, to the address shown in the Register as the address of the joint holder just first named in that Register; or
 - (b) to such other address as the holder or joint holders in writing directs or direct.

48.2 Any one (1) of two (2) or more joint holders may give effectual receipts for any dividends, interest or other money payable in respect of the Shares held by them as joint holders.

49. Capitalisation of Profits

49.1 Subject to Clause 49.2, the Directors may resolve that it is desirable to capitalise any sum, being the whole or a part of the amount for the time being standing to the credit of any reserve account or the profit and loss account or otherwise available for distribution to Members, and that that sum be applied, in any of the ways mentioned in Clause 49.2, for the benefit of Members in the proportions to which those Members would have been entitled in a distribution of that sum by way of dividend.

49.2 The ways in which a sum may be applied for the benefit of Members under Clause 49.1 are:

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

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

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

existing Shares by the application of their respective proportions of the sum resolved to be capitalised;
and any agreement made under an authority referred to in paragraph (b) is effective and binding on all the Members concerned.

50. Notices

- 50.1 A notice may be given by the Company to any person who is entitled to notice under these Articles either by serving it on him personally or by sending it by post, facsimile transmission or electronic notification to him at his address as shown in the Register or the address supplied by him to the Company for the giving of notices to him.
- 50.2 Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying, and posting a letter containing the notice, and to have been effected, in the case of a notice of a meeting, on the day after the date of its posting and, in any other case, at the time at which the letter would be delivered in the ordinary course of post.
- 50.3 A notice sent by facsimile transmission or electronic notification is taken to be served:
- (a) by properly addressing the facsimile transmission or electronic notification and transmitting it; and
 - (b) on the day after its despatch.
- 50.4 A notice may be given by the Company to the joint holders of a Share by giving the notice to the joint holder first named in the Register in respect of the Share.
- 50.5 A notice may be given by the Company to a person entitled to a Share in consequence of the death or bankruptcy of a Member by serving it on the person entitled personally or by sending it to the person entitled by post addressed to the person entitled by name, or by the title of representative of the deceased or assignee of the bankrupt, or by any like description, at

the address (if any) in Australia supplied for the purpose by the person or, if such an address has not been supplied, at the address to which the notice might have been sent if the death or bankruptcy had not occurred.

51. Accounts

The Directors must cause the Company to keep financial records in relation to the business of the Company in accordance with the requirements of the Law.

52. Winding Up

52.1 If the Company is wound up the liquidator may, with the sanction of a special resolution, divide among the Members in kind the whole or any part of the property of the Company and may for that purpose set such value as he considers fair upon any property to be so divided and may determine how the division is to be carried out as between the Members or different classes of Members.

52.2 The liquidator may, with the sanction of a special resolution, vest the whole or any part of any such property in trustees upon such trusts for the benefit of the contributories as the liquidator thinks fit, but so that no Member is compelled to accept any Shares or other securities in respect of which there is any liability.

52.3 Nothing in this clause prejudices the rights of the holders of Shares issued on special terms and conditions.

53. Indemnity

53.1 To the extent permitted by law and subject to the restrictions in Sections 199A and 199B of the Law, the Company indemnifies every person who is or has been an officer of the Company or a subsidiary against any liability (other than a liability for legal costs) incurred by that person as such an officer of the Company or a subsidiary.

- 53.2 To the extent permitted by law and subject to the restrictions in Sections 199A and 199B of the Law, the Company indemnifies every person who is or has been an officer of the Company or a subsidiary against reasonable legal costs incurred in defending an action for liability incurred by that person as such an officer of the Company or a subsidiary.
- 53.3 For the purposes of this Clause 53 “officer” has the meaning given by Section 9 of the Law.

54.

55. Annual Report and Other Requirements

- 55.1 The Directors must in each calendar year provide the Members with certified copies of the following:
- (a) an annual report for the Company which shall include financial statements, director’s report and auditor’s report for the company and each of its subsidiaries;
 - (b) sufficient details of any directions (howsoever described) given to the Company by any of the Members.
- 55.2 The Minister is to cause to be laid before each House of Parliament of the State of Tasmania copies of the documents referred to in Clause 55.1 within seven (7) sitting days after receiving it.