

Constitution

**National Australia Bank Limited
(ACN 004 044 937) (“Company”)**

A public company limited by shares

Constitution

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Constitution

1 Definitions and interpretation

1.1 Definitions

In this Constitution unless the contrary intention appears:

Alternate Director means a person appointed as an alternate director under article 12.9.

APRA means the Australian Prudential Regulatory Authority.

ASX means ASX Limited, Australian Securities Exchange or the Australian Stock Exchange as appropriate.

Committee means a committee of Directors constituted under article 11.6.

Company means National Australia Bank Limited (ACN 004 044 937).

Constitution means this constitution and its schedules as amended from time to time, and a reference to an article is a reference to an article of this Constitution.

Corporations Act means the Corporations Act 2001 (Cwlth).

CS Facility means ASX Settlement and Transfer Corporation Pty Ltd (ABN 49 008 504 532) or such other applicable clearing and settlement facility prescribed as a CS Facility under the Corporations Act from time to time.

CS Facility Operator means the operator of a CS Facility.

Director means a person holding office as a director of the Company, and where appropriate includes an Alternate Director.

Directors means all or some of the Directors acting as a board.

Direct Vote means a vote by a Member in relation to a general meeting at which the Member is not in attendance.

Executive Director means a person appointed as an executive director under article 11.8.

Identifier means the identifier determined in accordance with article 2.5.4, which identifies the rights of the holders of preference shares issued by the Company.

Interest Rate means the rate determined by the Directors for the purpose of this Constitution, and in the absence of a determination means the rate 2% above the rate for the time being fixed under the Penalty Interest Rates Act 1983 (Vic).

Issuer Sponsored Holding means a holding on an electronic sub-register maintained by the Company in accordance with the Listing Rules.

Listing Rules means the Listing Rules of ASX and any other rules of ASX which are applicable to the Company while the Company is admitted to the official list of ASX, each as amended or replaced from time to time, as modified by and to the extent of any express written waiver by ASX.

Managing Director means a person appointed as a managing director under article 11.8.

Member means a person entered in the Register as a holder of shares in the capital of the Company.

Operating Rules means the operating rules of a CS Facility regulating the settlement, clearing and registration of uncertificated shares as amended, varied or waived (whether in respect of the Company or generally) from time to time.

Part means a part of this Constitution.

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

Registered Office means the registered office of the Company from time to time.

Representative means a person appointed to represent a corporate Member at a general meeting of the Company in accordance with the Corporations Act.

Restriction Agreement means a restriction agreement within the meaning and for the purposes of the Listing Rules.

Secretary means a person appointed under article 13.1 as a secretary of the Company and where appropriate includes an acting secretary and a person appointed by the Directors to perform all or any of the duties of a secretary of the Company.

State means the State or Territory in which the Company is for the time being registered.

1.2 Interpretation

In this Constitution unless the contrary intention appears:

- (a) **(gender)** words importing any gender include all other genders;
- (b) **(person)** the word person includes a firm, a body corporate, a partnership, a joint venture, an unincorporated body or association or an authority;
- (c) **(singular includes plural)** the singular includes the plural and vice versa;
- (d) **(regulations)** a reference to a law includes regulations and instruments made under the law;
- (e) **(amendments to statutes)** a reference to a law or a provision of a law includes amendments, re-enactments or replacements of that law or the provision, whether by the State or the Commonwealth of Australia or otherwise;
- (f) **(from time to time)** a power, an authority or a discretion reposed in a Director, the Directors, the Company in general meeting or a Member may be exercised at any time and from time to time;
- (g) **(amount paid)** a reference to an amount paid on a share includes an amount credited as paid on that share;
- (h) **(signed)** where, by a provision of this Constitution, a document including a notice is required to be signed, that requirement may be satisfied in relation to an electronic communication of the document in any manner permitted by law or by any State or Commonwealth law relating to electronic transmissions (including electronic signature) or in any other manner approved by the Directors; and
- (i) **(writing)** “writing” and “written” includes printing, typing and other modes of reproducing words in a visible form including, without limitation, any representation of words in a physical document or in an electronic communication or form or otherwise.

1.3 Corporations Act

In this Constitution unless the contrary intention appears:

- (a) an expression has, in a provision of this Constitution that deals with a matter dealt with by a particular provision of the Corporations Act, the same meaning as in that provision of the Corporations Act; and
- (b) “section” means a section of the Corporations Act.

1.4 Listing Rules interpretation

In this Constitution, unless the contrary intention appears, the expressions “closing price on SEATS”, “Takeover Bid”, “Uncertificated Securities”, “disposed of”, “disposed”, “Escrow Period” and “Restricted Securities” have the same meaning as in the Listing Rules.

1.5 Headings and Parts

Headings are inserted for convenience and are not to affect the interpretation of this Constitution.

This Constitution is divided into Parts as indicated by its contents.

1.6 Replaceable rules not to apply

The provisions of the Corporations Act that apply as replaceable rules are displaced by this Constitution and accordingly do not apply to the Company.

1.7 Currency

The Directors may:

- (a) differentiate between Members as to the currency in which:
 - (i) any amount payable by a Member in subscribing for shares (or securities convertible into shares) is paid; or
 - (ii) any amount payable to a Member is paid (whether by way of or on account of dividends, repayment of capital, participation in surplus property of the Company or otherwise); and
- (b) determine to pay a distribution in a currency other than Australian and the amount payable will be converted from Australian currency in any manner, at any time and at any exchange rate as the Directors think fit; and
- (c) in deciding the currency in which a payment is to be made to a Member, have regard to the registered address of the Member, the register on which a Member’s shares are registered and any other matters as the Directors consider appropriate.

2 Share capital and variation of rights

2.1 Directors to issue shares

The issue of shares in the Company is under the control of the Directors who may:

- (a) issue and cancel shares in the Company;
- (b) grant options over unissued or issued shares in the Company; and
- (c) settle the manner in which fractions of a share, however arising, are to be dealt with,

as the Directors think fit, subject to the Corporations Act, the Listing Rules and any special rights conferred on the holders of any shares or class of shares.

Each Member is bound by the terms of issue of each share in the Company held by that Member, including terms relating to any liabilities, obligations and restrictions pertaining to that share, and the terms of issue of a share issued by the Company are deemed to be incorporated in the Constitution.

2.2 Variation of rights

If the share capital is divided into different classes of shares, the rights attached to a class, unless otherwise provided by the terms of issue of the shares of that class, may be varied or cancelled in any way by special resolution of the Company and with:

- (a) the consent in writing of Members with at least three-quarters of the votes in that class; or
- (b) with the sanction of a special resolution passed at a separate meeting of the holders of the shares of that class.

2.3 Rights not taken to be varied

The rights conferred on the holders of the shares of any class are not to be taken as varied by the issue of further shares ranking equally with the first-mentioned shares unless otherwise:

- (a) expressly provided by the terms of issue of the first-mentioned shares; or
- (b) required by the Corporations Act or the Listing Rules.

2.4 Class meetings

The provisions of this Constitution relating to general meetings apply so far as they are capable of application and with any necessary changes to every separate meeting of the holders of a class of shares except that:

- (a) a quorum is constituted by 2 persons (unless only one person holds all of the shares of the class, in which case that person constitutes a quorum); and
- (b) any holder of shares of the class, present in person or by proxy, or attorney or Representative, may demand a poll.

2.5 Preference Shares

2.5.1 Issue of preference shares

The Company must not issue any preference shares nor can any issued shares be converted into preference shares unless the rights of the holders of the preference shares 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 are set out in this Constitution.

2.5.2 Issue or conversion constitutes a modification of rights

Where the Company proposes to issue preference shares or to convert issued shares into preference shares and those preference shares are to rank equally with or in priority to preference shares already issued, unless that is expressly permitted by the conditions of issue of the preference shares already issued, the issue or conversion will be deemed to be a modification of the rights attached to the preference shares already issued and article 2.2 applies.

2.5.3 Preference shares may be redeemable

Subject to the Corporations Act, the Company may issue preference shares which are, or at the option of the Company are to be liable, to be redeemed on such terms and conditions and in such manner as the Directors determine before the issue of those shares.

2.5.4 Rights of preference share holders to be identified

The rights of the holders of preference shares issued by the Company will be those identified by an Identifier in the manner set out in schedule 1 and such other rights as are conferred by the terms of issue of the preference shares.

2.5.5 Preference shares not to be issued where inconsistent with Listing Rules

Notwithstanding articles 2.5.1 - 2.5.4 and clauses 1.1 - 1.12 of schedule 1, the Company may not issue a preference share which confers upon the holder rights which are inconsistent with those specified in the Listing Rules, except to the extent of any waiver of the Listing Rules by ASX.

2.5.6 Conversion

A preference share which, in accordance with its terms of issue, may be converted into an ordinary share will, at the time of conversion and without any further act, have (subject to the terms of issue of the preference share in relation to entitlement to ordinary dividends paid after conversion) the same rights as a fully paid ordinary share and rank pari passu with other fully paid ordinary shares then on issue.

2.6 Non-recognition of interests

Except as required by law, the Company is not required to recognise:

- (a) a person as holding a share on any trust; or
- (b) any other interest in any share or any other right in respect of a share except an absolute right of ownership in the registered holder, whether or not it has notice of the trust, interest or right.

2.7 Joint holders of shares

Where two or more persons are registered as the joint holders of shares then they are deemed to hold the shares as joint tenants with rights of survivorship.

The Company is not bound:

- (a) to register more than 3 persons as joint holders of a share; or
- (b) to issue more than one certificate or holding statement in respect of shares jointly held.

3 Lien

3.1 Lien on share

To the extent permitted by law, the Company has a first and paramount lien on every share for and a right of set off against:

- (a) all due and unpaid calls and instalments in respect of that share;
- (b) all money which the Company is required by law to pay, and has paid, in respect of that share;
- (c) interest at the Interest Rate, on the amount due from the date it becomes due until payment; and
- (d) reasonable expenses of the Company in respect of the default on payment.

3.2 Lien on shares acquired under employee incentive schemes

The Company also has a first and paramount lien on each share registered in the name of the Member and acquired under an employee incentive scheme for all money payable to the Company under that employee incentive scheme.

3.3 Lien on distributions

A lien on a share under article 3.1 or 3.2 extends to all distributions in respect of that share, including dividends.

3.4 Exemption from article 3.1 or 3.2

The Directors may at any time exempt a share wholly or in part from the provisions of article 3.1 or 3.2.

3.5 Extinguishment of lien

The Company's lien on a share is extinguished if a transfer of the share is registered without the Company giving notice of the lien to the transferee.

3.6 Company's rights to recover payments

A Member indemnifies the Company for all payments the Company makes to a government or taxing authority in respect of the Member, the death of a Member or the Member's shares or any distributions on the Member's shares, including dividends, where the Company is either:

- (a) required by law to make the relevant payment; or
- (b) advised by a lawyer qualified to practice in the jurisdiction of the relevant government or taxing authority that the Company is required by law to make the relevant payment.

The Company is not obliged to advise the Member in advance of its intention to make the payment.

3.7 Reimbursement is a debt due

The obligation of the Member to indemnify the Company is a debt due to the Company as if it were a call on all the Member's shares, duly made at the time when the written demand for reimbursement is given by the Company to the Member. The provisions of this Constitution relating to non-payment of calls, including payment of interest and sale of the Member's shares under lien, apply to the debt.

3.8 Sale under lien

Subject to article 3.9, the Company may sell, in any manner the Directors think fit, any share on which the Company has a lien.

3.9 Limitations on sale under lien

A share on which the Company has a lien may not be sold by the Company unless:

- (a) an amount in respect of which the lien exists is presently payable; and
- (b) the Company has, not less than 14 days before the date of sale, given to the registered holder of the share or the person entitled to the share by reason of the death or bankruptcy of the registered holder, a notice in writing setting out, and demanding payment of, the amount which is presently payable in respect of which the lien exists.

3.10 Transfer on sale under lien

For the purpose of giving effect to a sale under article 3.8, the Company may:

- (a) receive the consideration, if any, given for the share so sold;
- (b) execute a transfer of the share sold in favour of the purchaser of the share; and
- (c) do all such other things as may be necessary or appropriate for it to do to effect the transfer.

The purchaser of the shares transferred is not required to ensure that the purchase money is properly applied in accordance with this Part 3.

3.11 Irregularity or invalidity

The title of the purchaser to the share is not affected by any irregularity or invalidity in connection with the sale of the share under article 3.8.

3.12 Proceeds of sale

The proceeds of a sale under article 3.8 must be applied by the Company in payment of the amount in respect of which the lien exists as is presently payable, and the residue, if any, must be paid to the person entitled to the share immediately before the sale.

3.13 Company protection of lien

The Company may do all such things as may be necessary or appropriate for it to do under the Operating Rules to protect any lien, charge or other right to which it may be entitled under any law or this Constitution.

4 Calls on shares

4.1 Directors to make calls

The Directors may:

- (a) make calls on a Member in respect of any money unpaid on the shares of that Member;
- (b) make a call payable by instalments; and
- (c) revoke or postpone a call.

4.2 Further provisions in relation to calls

The provisions in schedule 2 apply to calls on shares made by the Directors in accordance with article 4.1.

5 Forfeiture of shares

5.1 Notice requiring payment of call

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 afterwards during such time as any part of the call or instalment remains unpaid,

give a notice to the Member requiring payment of so much of the call or instalment as is unpaid, together with any interest that has accrued and all costs and expenses that may have been incurred by the Company by reason of that non-payment.

5.2 Contents of notice

The notice must name a day, on or before which the payment required by the notice is to be made and must state that, in the event of non-payment at or before the time appointed, the shares in respect of which the call was made will be liable to be forfeited. The nominated day for payment must be at least 14 days from the date of service of the notice.

5.3 Forfeiture for failure to comply with notice

If a notice under article 5.1 has not been complied with by the date specified in the notice, at any time before the payment required by the notice has been paid, the Directors may resolve that the relevant shares be forfeited.

5.4 Dividends and distributions included in forfeiture

A forfeiture under article 5.3 includes all dividends and other distributions declared or to be made in respect of the forfeited shares and not actually paid or distributed before the forfeiture.

5.5 Sale or re-issue of forfeited shares

Subject to the Corporations Act, a share forfeited under article 5.3 may be sold, re-issued or otherwise disposed of to such person and on such terms as the Directors think fit.

5.6 Notice of forfeiture

If any share is forfeited under article 5.3, notice of the forfeiture must be given to the Member holding the share immediately before the forfeiture and an entry of the forfeiture and its date must be made in the Register. Any failure to give notice or enter the forfeiture in the Register does not invalidate the forfeiture.

5.7 Surrender instead of forfeiture

The Directors may accept the surrender of any share which they are entitled to forfeit on any terms they think fit and any share that is surrendered is taken to be a forfeited share.

5.8 Cancellation of forfeiture

The forfeiture of a share may be cancelled on such terms as the Directors think fit at any time before a sale, re-issue or disposal of a share under article 5.5.

5.9 Effect of forfeiture on former holder's liability

A person whose shares have been forfeited:

- (a) ceases to be a Member in respect of the forfeited shares; and
- (b) remains liable to pay the Company:
 - (i) all money that, at the date of forfeiture, was payable by that person to the Company in respect of the shares; plus
 - (ii) interest at the Interest Rate from the date of forfeiture; plus
 - (iii) the reasonable expenses of the sale of the shares,until the Company receives payment in full of all money (including interest and expenses) that is payable in respect of the shares.

5.10 Transfer of forfeited share

The Company may receive the consideration (if any) given for a forfeited share on any sale, re-issue or disposal of the share under article 5.5 and may execute or effect a transfer of the share in favour of the person to whom the share is sold, re-issued or disposed.

5.11 Registration of transferee

On the execution of the transfer, the transferee must be registered as the holder of the share and is not required to ensure that the purchase money is properly applied as consideration for the transfer.

5.12 Irregularity or invalidity

The title of the transferee to the share is not affected by any irregularity or invalidity in connection with the forfeiture, sale, re-issue or disposal of the share.

5.13 Forfeiture applies to non-payment of instalment

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

6 Transfer of shares

6.1 Forms of instrument of transfer

Subject to this Constitution and the Listing Rules, a share in the Company is transferable:

- (a) as provided by the Operating Rules of a CS Facility if applicable; or
- (b) by any other method of transfer which is required or permitted by the Corporations Act and ASX.

6.2 Execution and delivery of transfer

If a duly completed instrument of transfer:

- (a) is used to transfer a share in accordance with article 6.1(b); and
- (b) is left for registration at the share registry of the Company, accompanied by any information that the Directors properly require to show the right of the transferor to make the transfer,

the Company must, subject to the powers vested in the Directors by this Constitution, register the transferee as the holder of the share.

6.3 Effect of registration

Except as provided by any applicable Operating Rules of a CS Facility, a transferor of a share remains the holder of the share transferred until the transfer is registered and the name of the transferee is entered in the Register in respect of the share.

6.4 Company to register forms without charge

The Company must register all registrable transfer forms, split certificates, renunciations and transfers, issue certificates and transmission receipts and mark or note transfer forms. The Company may impose a charge for such actions except where a charge is not permitted by the Listing Rules.

6.5 Power to refuse to register

If permitted by the Listing Rules the Directors may:

- (a) request any applicable CS Facility Operator to apply a holding lock to prevent a transfer of shares in the Company from being registered on the CS Facility's subregister; or
- (b) refuse to register a transfer of shares in the Company to which paragraph (a) does not apply.

6.6 Obligation to refuse to register

The Directors must:

- (a) request any applicable CS Facility Operator to apply a holding lock to prevent transfer of shares in the Company from being registered on the CS Facility's subregister; or
- (b) refuse to register any transfer of shares in the Company to which paragraph (a) does not apply,

if:

- (c) the Listing Rules require the Company to do so; or
- (d) the transfer is in breach of the Listing Rules or a Restriction Agreement.

6.7 Written notice to security holder of holding lock or refusal

If in the exercise of their rights under articles 6.5 and 6.6 the Directors request application of a holding lock to prevent a transfer of shares in the Company or refuse to register a transfer of shares they must give written notice of the request or refusal to the holder of the shares, the transferee and the broker lodging the transfer, if any. Failure to give such notice does not invalidate the decision of the Directors.

6.8 Company to retain instrument of transfer

The Company must retain every instrument of transfer which is registered for such period as is required by any applicable law.

7 Transmission of shares

7.1 Transmission of shares on death

If a Member, who does not hold shares jointly, dies, the Company will recognise only the personal representative of the Member as being entitled to the Member's interest in the shares.

7.2 Information given by personal representative

If the personal representative gives the Directors the information they reasonably require to establish the representative's entitlement to be registered as a holder of the shares:

- (a) the personal representative may:
 - (i) by giving a written and signed notice to the Company (in such form as the Company approves), elect to be registered as the holder of the shares; or
 - (ii) by giving a completed transfer form to the Company, transfer the shares to another person; and
- (b) the personal representative is entitled, whether or not registered as the holder of the shares, to the same rights as the Member.

On receiving an election under paragraph (a)(i), the Company must register the personal representative as the holder of the shares.

A transfer under paragraph (a)(ii) is subject to the articles that apply to transfers generally.

7.3 Death of joint owner

If a Member, who holds shares jointly, dies, the Company will recognise only the survivor as being entitled to the Member's interest in the shares. The estate of the Member is not released from any liability in respect of the shares.

7.4 Transmission of shares on bankruptcy

If a person entitled to shares because of the bankruptcy of a Member gives the Directors the information they reasonably require to establish the person's entitlement to be registered as the holder of the shares, the person may:

- (a) by giving a written and signed notice to the Company (in such form as the Company approves), elect to be registered as the holder of the shares; or
- (b) by giving a completed transfer form to the Company (in such form as the Company approves), transfer the shares to another person.

On receiving an election under paragraph (a), the Company must register the person as the holder of the shares.

A transfer under paragraph (b) is subject to the articles that apply to transfers generally.

This article has effect subject to the Bankruptcy Act 1966 (Cwlth).

7.5 Transmission of shares on mental incapacity

If a person entitled to shares because of the mental incapacity of a Member gives the Directors the information they reasonably require to establish the person's entitlement to be registered as the holder of the shares:

- (a) the person may:
 - (i) by giving a written and signed notice to the Company (in such form as the Company approves), elect to be registered as the holder of the shares; or
 - (ii) by giving a completed transfer form to the Company (in such form as the Company approves), transfer the shares to another person; and
- (b) the person is entitled, whether or not registered as the holder of the shares, to the same rights as the Member.

On receiving an election under paragraph (a)(i), the Company must register the person as the holder of the shares.

A transfer under paragraph (a)(ii) is subject to the articles that apply to transfers generally.

8 General meetings

8.1 Annual general meeting

Annual general meetings of the Company are to be held in accordance with the Corporations Act.

8.2 Convening a general meeting

Subject to the Corporations Act, the Directors may convene and arrange to hold a general meeting of the Company whenever they think fit and must do so if required to do so under the Corporations Act.

8.3 Notice of general meeting

Notice of a general meeting must be given in accordance with Part 18 and the Corporations Act.

8.4 Proxies

A Member who is entitled to attend and vote at a general meeting of the Company may appoint a proxy. A proxy need not be a Member and can be an individual or a body corporate.

A Member who is entitled to cast two or more votes may appoint two proxies and may specify the proportion or number of votes which each person is appointed to exercise. If the appointment does not specify the proportion of number of the Member's votes each proxy may exercise, each proxy may exercise half the votes.

8.5 Attorneys

Any member may by power of attorney appoint an attorney to attend and vote at any general meeting of the Company. An attorney need not be a Member.

8.6 Calculation of period of notice

In computing the period of notice under article 8.3, both the day on which the notice is given or taken to be given and the day of the meeting convened by it are to be disregarded.

8.7 Cancellation or postponement of a meeting

Where a general meeting (including an annual general meeting) is convened by the Directors they may by notice, whenever they think fit, cancel the meeting or postpone the holding of the meeting to a date and time determined by them or change the place for the meeting.

This article 8.7 does not apply to a meeting convened in accordance with the Corporations Act by a single Director, by Members, by the Directors on the request of Members or to a meeting convened by a court. Such a meeting can be postponed or cancelled with the consent of the person or persons convening the meeting.

8.8 Notice of cancellation or postponement of a meeting

Notice of cancellation or postponement or change of place of a general meeting must state the reason for cancellation or postponement and be:

- (a) published in a daily newspaper circulating in Australia;
- (b) given to ASX; or
- (c) subject to the Corporations Act and the Listing Rules, given in any other manner determined by the Directors.

8.9 Contents of notice of postponement of meeting

A notice of postponement of a general meeting must specify:

- (a) the postponed date and time for the holding of the meeting;
- (b) a place for the holding of the meeting which may be either the same as or different from the place specified in the notice convening the meeting; and
- (c) if the meeting is to be held in two or more places, the technology that will be used to facilitate the holding of the meeting in that manner.

The new time and place specified in the notice of postponement will be taken to be the time and place for the meeting as if specified in the notice which called the meeting originally.

8.10 Business at postponed meeting

The only business that may be transacted at a general meeting the holding of which is postponed is the business specified in the original notice convening the meeting.

8.11 Proxy, attorney or Representative at postponed meeting

Where by the terms of an instrument appointing a proxy or attorney or an appointment of a Representative:

- (a) the appointed person is authorised to attend and vote at a general meeting or general meetings to be held on or before a specified date; and
- (b) the date for holding the meeting is postponed to a date later than the date specified in the instrument of proxy, power of attorney or appointment of Representative,

then, by force of this article, that later date is substituted for and applies to the exclusion of the date specified in the instrument of proxy, power of attorney or appointment of Representative. However, this does not apply if the Member appointing the proxy, attorney or Representative gives notice in writing to the Company at its Registered Office or another address (including electronic address) specified in the notice of meeting to the contrary not less than 48 hours before the time to which the holding of the meeting has been postponed.

8.12 Non-receipt of notice

The non-receipt of notice of a general meeting or cancellation or postponement of a general meeting by, or the accidental omission to give notice of a general meeting or cancellation or postponement of a general meeting to, a person entitled to receive notice does not invalidate any resolution passed at the general meeting or at a postponed meeting or the cancellation or postponement of a meeting.

8.13 Director entitled to notice of meeting

A Director is entitled to receive notice of and to attend all meetings of Members and is entitled to speak at those meetings.

8.14 Cancellation of meetings convened by Members

If the Directors are required to convene and arrange to hold a general meeting of the Company as a result of a request by Members in accordance with the Corporations Act, the meeting may be cancelled by the Directors if the Members who requisitioned the meeting withdraw their request prior to the date of the meeting.

9 Proceedings at general meetings

9.1 Membership at a specified time

The Directors may determine, for the purposes of a particular general meeting, that all the shares that are quoted on ASX at a specified time before the meeting are taken to be held at the time of the meeting by the persons who hold them at the specified time. The determination must be made and published in accordance with the Corporations Act.

9.2 Reference to a Member

Unless the contrary intention appears, a reference to a Member in this Part 9 means a person who is a Member, or a:

- (a) proxy;
 - (b) attorney; or
 - (c) Representative,
- of that Member.

9.3 Number for a quorum

Subject to article 9.6, five Members present in person or by proxy, attorney or Representative are a quorum at a general meeting. In determining whether a quorum is present, each individual attending as a proxy, attorney or Representative is to be counted, except that:

- (a) where a Member has appointed more than one proxy, attorney or Representative, only one is to be counted; and
- (b) where an individual is attending both as a Member and as a proxy, attorney or Representative, that individual is to be counted only once.

9.4 Requirement for a quorum

An item of business may not be transacted at a general meeting unless a quorum is present when the meeting proceeds to consider it. If a quorum is present at the time the first item of business is transacted, it is taken to be present when the meeting proceeds to consider each subsequent item of business unless the Chairman of the meeting (on the Chairman's own motion or at the request of a Member, proxy, attorney or Representative who is present) declares otherwise.

9.5 If quorum not present

If within 30 minutes after the time appointed for a meeting a quorum is not present, the meeting:

- (a) if convened by a Director, or at the request of Members, is dissolved; and
- (b) in any other case, stands adjourned to the same day in the next week and the same time and place, or to such other day, time and place as the Directors appoint by notice to the Members and others entitled to notice of the meeting.

9.6 Adjourned meeting

At a meeting adjourned under article 9.5(b), two persons each being a Member, proxy, attorney or Representative present at the meeting are a quorum and, if a quorum is not present within 15 minutes after the time appointed for the adjourned meeting, the meeting is dissolved.

9.7 Use of technology

The Company may hold a meeting of Members at two or more places using any technology that gives the Members as a whole a reasonable opportunity to participate.

9.8 Appointment of Chairman of general meeting

The Chairman of Directors is entitled to preside as Chairman at a general meeting.

9.9 Absence of Chairman at general meeting

If a general meeting is held and:

- (a) a Chairman has not been elected by the Directors; or
- (b) the elected Chairman is not present within 15 minutes after the time appointed for the holding of the meeting or is unable or unwilling to act,

the following may preside as Chairman of the meeting (in order of precedence):

- (c) the deputy Chairman (if any);
- (d) a Director chosen by a majority of the Directors present;
- (e) the only Director present; or
- (f) a Member chosen by a majority of the Members present in person or by proxy, attorney or Representative.

9.10 Conduct of general meetings

The Chairman of a general meeting:

- (a) has charge of the general conduct of the meeting and the procedures to be adopted at the meeting;
- (b) may require the adoption of any procedure which is in the Chairman's opinion necessary or desirable for proper and orderly debate or discussion and the proper and orderly casting or recording of votes at the general meeting; and
- (c) may, having regard where necessary to the Corporations Act, terminate discussion or debate on any matter whenever the Chairman considers it necessary or desirable for the proper conduct of the meeting,

and a decision by the Chairman under this article is final.

9.11 Adjournment of general meeting

The Chairman of a general meeting may at any time during the meeting adjourn the meeting or any business, motion, question, resolution, debate or discussion being considered or remaining to be considered by the meeting either to a later time at the same meeting or to an adjourned meeting at any time and place. However,

- (a) in exercising the discretion to do so, the Chairman may, but need not, seek the approval of the Members present in person or by proxy, attorney or Representative; and
- (b) only unfinished business is to be transacted at a meeting resumed after an adjournment.

Unless required by the Chairman, a vote may not be taken or demanded by the Members present in person or by proxy, attorney or Representative in respect of any adjournment.

9.12 Notice of adjourned meeting

It is not necessary to give any notice of an adjournment or of the business to be transacted at any adjourned meeting unless a meeting is adjourned for one month or more. In that case, notice of the adjourned meeting must be given as in the case of an original meeting.

9.13 Questions decided by majority

Subject to the requirements of the Corporations Act, the Listing Rules and this Constitution, a resolution is taken to be carried if a simple majority of the votes cast on the resolution are in favour of it.

9.14 No casting vote for Chairman

If there is an equality of votes, either on a show of hands or on a poll, the Chairman of the meeting is not entitled to a casting vote, in addition to any votes to which the Chairman is entitled as a Member or proxy or attorney or Representative.

9.15 Voting on show of hands

Subject to any rules prescribed by the Directors pursuant to article 9.18, at any general meeting a resolution put to the vote of the meeting must be decided on a show of hands unless a poll is effectively demanded and the demand is not withdrawn. A declaration by the Chairman that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost, and an entry recorded in the minutes of the proceedings of the Company, is conclusive evidence of the fact. Neither the Chairman nor the minutes need state, and it is not necessary to prove, the number or proportion of the votes recorded in favour of or against the resolution.

9.16 Poll

If a poll is effectively demanded:

- (a) it must be taken in the manner and at the date and time directed by the Chairman and the result of the poll is a resolution of the meeting at which the poll was demanded;
- (b) on the election of a Chairman or on a question of adjournment, it must be taken immediately;
- (c) the demand may be withdrawn; and
- (d) the demand does not prevent the continuance of the meeting for the transaction of any business other than the question on which the poll has been demanded.

9.17 Entitlement to vote

Subject to any rights or restrictions for the time being attached to any class or classes of shares and to this Constitution:

- (a) on a show of hands, each Member present in person and each other person present as a proxy, attorney or Representative of a Member has one vote; and
- (b) on a poll, each Member present in person has one vote for each fully paid share held by the Member and each person present as proxy, attorney or Representative of a Member has one vote for each fully paid share held by the Member that the person represents.

A Member is not entitled to vote at a general meeting in respect of shares which are the subject of a current Restriction Agreement for so long as any breach of that agreement subsists.

9.18 Direct voting

The Directors may determine that at any meeting of members, a Member who is entitled to attend and vote at that meeting is entitled to a Direct Vote. The Directors may prescribe rules to govern direct voting including specifications as to the form, method and timing of giving the Direct Vote in order for the vote to be valid.

Direct Votes will be voted by the Chairman and will be voted by way of poll.

9.19 Voting on a poll for partly paid shares

Subject to article 9.22 and the terms on which shares are issued, if a Member holds partly paid shares, the number of votes the Member has in respect of those shares on a poll is determined as follows:

$$\frac{A \times B}{C} = D$$

where:

A is the number of those shares held by the Member;

B is the amount paid on each of those shares excluding any amount:

- (a) paid or credited as paid in advance of a call; and
- (b) credited as paid on those shares to the extent that it exceeds the value (ascertained at the time of issue of those shares) of the consideration received for the issue of those shares;

C is the issue price of each of those shares; and

D is the number of votes attached to those shares.

9.20 Fractions disregarded for a poll

On the application of article 9.19, any fraction which arises is to be disregarded.

9.21 Joint shareholders' vote

If a share is held jointly and more than one Member votes in respect of that share, only the vote of the Member whose name appears first in the Register counts.

9.22 Effect of unpaid call

A Member is not entitled at a general meeting to cast a vote attached to a share on which a call is due and payable and has not been paid.

9.23 Validity of vote in certain circumstances

Unless the Company has received written notice of the matter before the start or resumption of the meeting at which a person votes as a proxy, attorney or Representative, a vote cast by that person is valid even if, before the person votes:

- (a) the appointing Member dies;
- (b) the Member is mentally incapacitated;
- (c) the Member revokes the appointment or authority;
- (d) the Member revokes the authority under which the appointment was made by a third party; or
- (e) the Member transfers the share in respect of which the appointment or authority was given.

9.24 Objection to voting qualification

An objection to the right of a person to attend or vote at the meeting or adjourned meeting:

- (a) may not be raised except at that meeting or adjourned meeting; and
- (b) must be referred to the Chairman of the meeting, whose decision is final.

A vote not disallowed under the objection is valid for all purposes.

10 The Directors

10.1 Number of Directors

Unless otherwise determined by the Company in general meeting, the number of Directors is to be not less than five nor more than:

- (a) 14; or
- (b) any lesser number than 14 determined by the Directors (but the number must not be less than the number of Directors in office at the time the determination takes effect).

The Directors in office at the time of adoption of this Constitution continue in office subject to this Constitution.

10.2 Change of number of Directors

The Company in general meeting may by resolution:

- (a) increase or reduce the number of Directors; and
- (b) determine the rotation in which the increased or reduced number of Directors is to retire from office.

However, the number of Directors must not be reduced to a number that is less than the number of Directors in office at the time of the resolution.

10.3 Retirement and election of Directors

At each annual general meeting of the Company there must be an election of Directors. The Directors who must retire from office (but are eligible to stand for re-election) at the annual general meeting are as follows:

- (a) each Director who has held office without re-election:
 - (i) beyond the third annual general meeting following the Director's appointment or last election; or
 - (ii) for at least three years,which ever is the longer period;
- (b) each Director who was appointed by the Directors under article 10.7; and
- (c) the Director who has served office longest without re-election (if none of (a) or (b) is applicable, but only for so long as the Listing Rules require an election of directors to occur each year). If there are two or more such Directors who have been in office an equal length of time, then in default of agreement, the Director to retire will be determined by lot.

This article does not apply to a Managing Director who is exempt from retirement by rotation in accordance with article 11.10.

10.4 Office held until conclusion of meeting

A retiring Director holds office until the conclusion of the meeting at which that Director retires but is eligible for re-election.

10.5 Director elected at general meeting

The Company may, at a general meeting at which a Director retires or otherwise vacates office, by resolution fill the vacated office by electing a person to that office.

10.6 Eligibility for election as Director

Except for:

- (a) a person who is eligible for election or re-election under articles 10.3 or 10.7; or
- (b) a person recommended for election by the Directors,

a person is not eligible for election as a Director at a general meeting of the Company unless a consent to nomination signed by the person has been lodged at the Registered Office at least 45 business days before the general meeting.

10.7 Casual vacancy or additional Director

The Directors may at any time appoint any person to be a Director, either to fill a casual vacancy or as an addition to the existing Directors, provided the total number of Directors does not exceed the maximum number determined in accordance with article 10.1.

A Director appointed under this article holds office until the conclusion of the next annual general meeting of the Company but is eligible for election at that meeting. This provision does not apply to one Managing Director nominated by the Directors under article 11.10.

10.8 Share qualification

Within six months after a Director's appointment, a Director must hold at least 2,000 fully paid shares in the Company in the Director's own right.

10.9 Remuneration of Directors

The Directors are to be remunerated for their services as Directors as follows:

- (a) the amount of the aggregate remuneration of the Directors is a yearly sum not exceeding the sum from time to time determined by the Company in general meeting;
- (b) the amount of the aggregate remuneration of the Directors is to be applied among them in the proportion and manner the Directors agree or, in default of agreement, among them equally;
- (c) the remuneration is to be provided wholly in cash unless the Directors, with the agreement of the Director concerned, determine that part is to be satisfied in the form of non-cash benefits, including the issue or purchase of shares in the Company or the grant of options to subscribe for such shares. The sum determined by the Company in general meeting under article 10.9(a) does not include remuneration in the form of share, option or other equity plans approved separately by the Company in general meeting;
- (d) in making a determination under article 10.9(c), the Directors may fix the value of any non-cash benefit; and
- (e) the Directors' remuneration accrues from day to day, except for any non-cash benefit which is taken to accrue at the time the benefit is provided, subject to the terms on which the benefit is provided.

This article does not apply to the remuneration of the Managing Director or any other Director appointed under article 11.8 or payments or premiums in respect of contracts of insurance in accordance with article 20.2.

10.10 Superannuation contributions

The Company may make contributions to a fund for the purpose of making provision for or obtaining superannuation benefits for a Director. A contribution made by the Company under this article to the extent required by law is not remuneration to which article 10.9 applies unless otherwise determined by the Directors.

10.11 Additional or special duties

If a Director at the request of the Directors performs additional or special duties for the Company, the Company may remunerate that Director as determined by the Directors and that remuneration may be either in addition to or in substitution for that Director's remuneration under article 10.9.

10.12 Retirement benefit

Subject to the Listing Rules and Corporations Act, the Company may pay a former Director, or the personal representatives of a Director who dies in office, a retirement benefit in recognition of past services of an amount determined by the Directors. The Company may also enter into a contract with a Director providing for payment of a retiring benefit. A retirement benefit paid under this article is not remuneration to which article 10.9 applies.

10.13 Expenses

A Director is entitled to be reimbursed out of the funds of the Company such reasonable travelling, accommodation and other expenses as the Director may incur when travelling to or from meetings of the Directors or a Committee or when otherwise engaged on the business of the Company. Any payments made under this article are not remuneration to which article 10.9 applies.

10.14 Director's interests

Subject to complying with the Corporations Act regarding disclosure of and voting on matters involving material personal interests, a Director may:

- (a) hold any office or place of profit in the Company, except that of auditor;
- (b) hold any office or place of profit in any other company, body corporate, trust or entity promoted by the Company or in which it has an interest of any kind;
- (c) enter into any contract or arrangement with the Company;
- (d) participate in any association, institution, fund, trust or scheme for past or present employees of the Company or Directors or persons dependent on or connected with them;
- (e) act in a professional capacity (or be a member of a firm which acts in a professional capacity) for the Company, except as auditor;
- (f) participate in, vote on and be counted in a quorum for any meeting, resolution or decision of the Directors and may be present at any meeting where any matter is being considered by the Directors;
- (g) sign or participate in the execution of a document by or on behalf of the Company; and
- (h) do any of the above despite the fiduciary relationship of the Director's office:
 - (i) without any liability to account to the Company for any direct or indirect benefit accruing to the Director; and
 - (ii) without affecting the validity of any contract or arrangement.

A reference to the Company in this article 10.14 is also a reference to each related body corporate of the Company.

10.15 Vacation of office of Director

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

- (a) the Director is disqualified from holding office as a director on the grounds of not being "fit and proper" within the meaning of the Banking Act 1959 (Cwlth);
- (b) the Director 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;
- (c) the Director resigns from the office by notice in writing to the Company or refuses or fails to act;
- (d) the Director is not present personally or by proxy or Alternate Director at meetings of the Directors for a continuous period of two months without leave of absence from the Chairman;
- (e) without the consent of the Directors, the Director accepts or holds office with the Company other than as a Director;
- (f) without the consent of the Directors, the Director accepts or holds office in any other financial institution;
- (g) the Director becomes bankrupt or suspends payment or compounds with or against his estate for the benefit of creditors;
- (h) the Director is convicted of an indictable offence;
- (i) the Director is removed from office by resolution under section 203D of the Corporations Act, but without depriving the Director of compensation or damages payable to the Director in respect of the termination of the Director's appointment as a Director; or
- (j) the Director ceases to hold the shares required to be held by article 10.8.

11 Powers and duties of Directors

11.1 Directors to manage Company

The business of the Company is to be managed by the Directors, who may exercise all such powers of the Company that are not, by the Corporations Act or by this Constitution, required to be exercised by the Company in general meeting.

11.2 Specific powers of Directors

Without limiting the generality of article 11.1, the Directors may exercise all the powers of the Company to borrow or raise money, to charge any property or business of the Company or all or any of its uncalled capital and to issue debentures or give any other security for a debt, liability or obligation of the Company or of any other person.

11.3 Appointment of attorney

The Directors may, by power of attorney, appoint any person or persons to be the attorney or attorneys of the Company for the purposes and with the powers, authorities and discretions vested in or exercisable by the Directors for such period and subject to such conditions as they think fit. The Directors may revoke an appointment at any time.

11.4 Provisions in power of attorney

A power of attorney granted under article 11.3 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 (including by way of appointment of a substitute attorney) all or any of the powers, authorities and discretions vested in the attorney.

11.5 Signing of cheques

The Directors may determine the manner in which and persons by whom cheques, promissory notes, bankers' drafts, bills of exchange and other negotiable instruments, and receipts for money paid to the Company, may be signed, drawn, accepted, endorsed or otherwise executed.

11.6 Committees

Without limiting the powers of Directors to delegate, the Directors may delegate any of their powers, other than powers required by law to be dealt with by Directors as a board, to a Committee or Committees consisting of one or more of their number as they think fit.

11.7 Powers delegated to Committees

A Committee to which any powers have been delegated under article 11.6 must exercise those powers in accordance with any directions of the Directors. Any power exercised by a Committee is taken to have been exercised by the Directors.

11.8 Appointment of Managing and Executive Directors

The Directors may appoint an employee of the Company or one of its subsidiaries to the office of Managing Director and may appoint others to the office of Executive Director of the Company, to hold office as a Director for the period determined at the time of appointment (subject to any extension approved by the Directors), but not to exceed the term of employment of the employee.

The Directors may, subject to the terms of any employment contract between the relevant Director and the Company or subsidiary, at any time remove or dismiss any Managing Director or Executive Director from employment with that company.

11.9 Ceasing to be a Managing or Executive Director

Subject to article 11.10, a Managing Director or Executive Director appointed under article 11.8 is subject to re-election as Director in accordance with article 10.3.

11.10 One Managing Director exempt

One Managing Director, nominated by the Directors, is, while holding that office, exempt from retirement by rotation under article 10.3.

11.11 Remuneration of Managing and Executive Directors

The remuneration of a Managing Director or an Executive Director may be fixed by the Directors in such a manner as the Directors think fit, but may not be by a commission on or percentage of operating revenue.

11.12 Powers of Managing and Executive Directors

The Directors may:

- (a) confer on a Managing Director or an Executive Director such of the powers exercisable by them, on such terms and conditions and with such restrictions, as they think fit; and
- (b) withdraw or vary any of the powers conferred on a Managing Director or an Executive Director.

11.13 Delegation of Directors' powers

The Directors may delegate any of their powers to any persons they select for any period, to be exercised for any objects and purposes on any terms and subject to any conditions and restrictions as they think fit, and may revoke, withdraw, alter or vary the delegation of any of those powers.

The powers of delegation expressly or impliedly conferred by this Constitution on the Directors are conferred in substitution for, and to the exclusion of, the power conferred by section 198D of the Corporations Act.

11.14 Obligation of Secrecy

The Directors and all other officers of the Company must keep the transactions and affairs of the Company and the state of its accounts confidential unless required to disclose them:

- (a) in the course of duties as an officer of the Company;
- (b) by the Board or Company in general meeting; or
- (c) by law or under the Listing Rules.

The Company may require a Director or other officer of the Company to sign a confidentiality undertaking consistent with this article. A Director or officer of the Company must do so if required by the Company.

12 Proceedings of Directors

12.1 Directors' meetings

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

12.2 Director may convene a meeting

A Director may at any time, and the Secretary must on the written request of a Director, convene a meeting of the Directors.

12.3 Quorum for Directors' meeting

At a meeting of Directors, the number of Directors whose presence in person or by proxy is necessary to constitute a quorum is as determined by the Directors and, unless so determined, is three.

12.4 Resolutions decided by majority

A resolution at a meeting of Directors is to be decided by a majority of votes of Directors present and entitled to vote and that decision is for all purposes a decision of the Directors.

12.5 Alternate Director or proxy and voting

A person who is present at a meeting of Directors as an Alternate Director or as a proxy for another Director has one vote for each absent Director who would be entitled to vote if present at the meeting and for whom that person is an Alternate Director or proxy and, if that person is also a Director, has one vote as a Director in that capacity.

12.6 Chairman of Directors

The Directors may elect one of their number as Chairman of their meetings and may also determine the period for which the person elected as Chairman is to hold office.

12.7 Absence of Chairman at Directors' meeting

If a Directors' meeting is held and:

- (a) a Chairman has not been elected under article 12.6; or
- (b) the Chairman is not present within 15 minutes after the time appointed for the holding of the meeting or is unable or unwilling to act,

the Directors present must elect one of their number to be a Chairman of the meeting.

12.8 Chairman's casting vote at Directors' meetings

If there are an equal number of votes for and against a question, the Chairman of the meeting has a casting vote, unless only two Directors are present and entitled to vote at the meeting on the question.

12.9 Appointment of Alternate Director

Subject to the Corporations Act, a Director may appoint a person approved by a majority of the other Directors to be an Alternate Director in the Director's place during such period as the Director thinks fit. An Alternate Director is not required to hold a share qualification.

12.10 Alternate Director and meetings

An Alternate Director is entitled to notice of all meetings of the Directors and, if the appointor does not participate in a meeting, the Alternate Director is entitled to participate and vote in the appointor's place.

12.11 Alternate Director's powers

An Alternate Director may exercise all the powers of the appointor except the power to appoint an Alternate Director and, subject to the Corporations Act, may perform all the duties of the appointor except to the extent that the appointor has exercised or performed them.

12.12 Alternate Director responsible for own acts and defaults

While acting as a Director, an Alternate Director:

- (a) is an officer of the Company and not the agent of the appointor; and
- (b) is responsible to the exclusion of the appointor for the Alternate Director's own acts and defaults.

12.13 Alternate Director and remuneration

An Alternate Director is not entitled to receive from the Company any remuneration or benefit under articles 10.9 or 10.12 but is entitled to receive remuneration or benefits under articles 10.11 or 10.13.

12.14 Termination of appointment of Alternate Director

The appointment of an Alternate Director may be terminated at any time by the appointor even if the period of the appointment of the Alternate Director has not expired, and terminates in any event if the appointor ceases to be a Director.

12.15 Appointment or termination in writing

An appointment, or the termination of an appointment, of an Alternate Director must be effected by a notice in writing signed by the Director who makes or made the appointment and delivered to the Company.

12.16 Alternate Director and number of Directors

An Alternate Director is not to be taken into account separately from the appointor in determining the number of Directors.

12.17 Director attending and voting by proxy

A Director may participate in and vote by proxy at a meeting of the Directors if the proxy:

- (a) is another Director; and
- (b) has been appointed in writing signed by the appointor.

The appointment may be general or for one or more particular meetings. A Director present as a proxy for another Director, who would be entitled to vote if present at the meeting, has one vote for the appointor and one vote in his or her own capacity as a Director.

12.18 Continuing Directors may act

The continuing Directors may act despite a vacancy in their number. If their number is reduced below the minimum fixed by article 10.1, the continuing Directors may, except in an emergency, act only for the purpose of filling vacancies to the extent necessary to bring their number up to that minimum or to convene a general meeting.

12.19 Chairman of Committee

The members of a Committee may elect one of their number as Chairman of their meetings. If a meeting of a Committee is held and:

- (a) a Chairman has not been elected; or
- (b) the Chairman is not present within 10 minutes after the time appointed for the holding of the meeting or is unable or unwilling to act,

the members involved may elect one of their number to be Chairman of the meeting.

12.20 Committee resolutions decided by majority

Resolutions at a meeting of a Committee are to be determined by a majority of votes of the members of the Committee present and voting.

12.21 Circulating resolutions

The Directors may pass a resolution without a Directors' meeting being held if all of the Directors entitled to vote on

the resolution then in Australia sign a document containing a statement that they are in favour of the resolution set out in the document. Separate copies of a document may be used for signing by the Directors if the wording of the resolution and statement is identical in each copy. The resolution is passed when the last eligible Director signs.

12.22 Form of consent

A Director may consent to a resolution by:

- (a) signing the document containing the resolution (or a copy of that document); or
- (b) giving to the Company at its Registered Office a written notice addressed to the Chairman or Secretary signifying assent to the resolution.

12.23 Validity of acts of Directors

All acts done at a meeting of the Directors or of a Committee, or by a person acting as a Director are, even if it is afterwards discovered that:

- (a) there was a defect in the appointment or continuance in office of a person as a Director or of the person so acting; or
- (b) a person acting as a Director was disqualified or was not entitled to vote,

as valid as if the relevant person had been duly appointed or had duly continued in office and was qualified and entitled to vote.

13 Secretary

13.1 Appointment of Secretary

The Company must have at least one Secretary who is to be appointed by the Directors on such terms and conditions as they see fit.

13.2 Suspension and removal of Secretary

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

13.3 Powers, duties and authorities of Secretary

In addition to the powers, duties and authorities conferred on a Secretary by law (including the Corporations Act), the Directors may vest in a Secretary such powers, duties and authorities as they may from time to time determine.

14 Seals

14.1 Safe custody of common seals

The Directors must provide for the safe custody of any seal of the Company.

14.2 Use of common seal

If the Company has a common seal or duplicate common seal:

- (a) it may be used only by the authority of the Directors, or of a Committee authorised by the Directors to authorise its use; and
- (b) every document to which it is affixed must 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.

15 Inspection of records

15.1 Inspection by Members

Subject to the Corporations Act, the Directors may determine whether and to what extent, and at what time and places and under what conditions, the accounting records and other documents of the Company or any of them will be open to the inspection of Members (other than Directors).

15.2 Right of a Member to inspect

A Member (other than a Director) does not have the right to inspect any document of the Company except as provided by law or authorised by the Directors or by the Company in general meeting.

16 Dividends and reserves

16.1 Payment of dividend

Subject to the Corporations Act, this Constitution and the rights of persons (if any) entitled to shares with special rights to dividend, the Directors may:

- (a) determine that a dividend is payable;
- (b) fix the amount and the time for payment; and
- (c) authorise the payment or crediting by the Company to, or at the direction of, each Member entitled to that dividend.

16.2 No interest on dividends

Interest is not payable by the Company on a dividend.

16.3 Reserves and profits carried forward

The Directors may:

- (a) before paying any dividend, set aside out of the profits of the Company such sums as they think proper as a reserve, to be applied, at the discretion of the Directors, for any purpose for which the profits of the Company may be properly applied; and
- (b) 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.

Pending application, any sum set aside as a reserve may, at the discretion of the Directors, be used in the business of the Company or be invested as the Directors think fit.

16.4 Calculation and apportionment of dividends

Subject to articles 16.11 and 16.14, the rights of any persons entitled to shares with special rights as to dividend and to the terms of issue of any shares to the contrary, the profits of the Company are divisible among the Members so that, on each occasion on which a dividend is paid:

- (a) the same sum is paid on each share on which all amounts payable have been paid; and
- (b) the sum paid on a share on which all amounts payable have not been paid is the proportion of the sum referred to in paragraph (a) that the amount paid on the shares bears to the total of the amounts paid and payable on the share.

To determine the amount paid on a share, exclude any amount:

- (c) paid or credited as paid in advance of a call; and
- (d) credited as paid on a share to the extent that it exceeds the value (ascertained at the time of issue of the share) of the consideration received for the issue of the share.

All dividends are to be apportioned and paid proportionately to the amounts 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 as from a particular date, that share ranks for dividend accordingly.

16.5 Deductions from dividends

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

16.6 Distribution of specific assets

When resolving to pay a dividend, the Directors may:

- (a) resolve that the dividend be satisfied either wholly or partly by the distribution of specific assets to some or all of the persons entitled to the dividend, including fully paid shares in or debentures of the Company or fully paid shares in or debentures of any other body corporate; and
- (b) direct that the dividend payable in respect of any particular shares be satisfied wholly or partly by such a distribution and that the dividend payable in respect of other shares be paid in cash.

16.7 Resolution of distribution difficulties

If a difficulty arises in regard to a distribution under article 16.6, the Directors may:

- (a) settle the matter as they consider expedient;

- (b) fix the value for distribution of the specific assets or any part of those assets;
- (c) determine that cash payments will be made to, or at the direction of, any Members on the basis of the value so fixed in order to adjust the rights of all parties; and
- (d) vest any such specific assets in trustees as the Directors consider expedient.

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

16.8 Payments in respect of shares

A dividend, interest or other money payable in cash in respect of shares may be paid using any payment method chosen by the Company, including:

- (a) by cheque sent through the post directed to the address in the Register of the holder or, in the case of joint holders, to the address of the joint holder first named in the Register;
- (b) by cheque sent through the post directed to such other address as the holder or joint holder in writing directs; or
- (c) by some other method of direct credit determined by the Company to the holder or holders shown on the Register or to such person or place directed by them.

16.9 Effectual receipt from one joint holder

Any one of two or more joint holders may give an effectual receipt for any dividend, interest or other money payable in respect of the shares held by them as joint holders.

16.10 Election to reinvest dividend

Subject to the Listing Rules, the Directors may grant to Members or any class of Members the right to elect to reinvest cash dividends paid by the Company by subscribing for shares in the Company on such terms and conditions as the Directors think fit.

16.11 Election to accept shares instead of dividends

Subject to the Listing Rules, the Directors may determine in respect of any dividend which it is proposed to pay on any shares of the Company that holders of the shares may elect:

- (a) to forego the right to share in the proposed dividend or part of such proposed dividend; and
- (b) to receive instead an issue of shares credited as fully paid on such terms as the Directors think fit.

16.12 Unclaimed dividends

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

16.13 Restricted Securities

A member is not entitled to a dividend in respect of shares classified as restricted securities under a current Restriction Agreement for so long as any breach of the agreement subsists.

16.14 UK Dividend Plan

The Directors may establish and maintain a plan to be known as the UK Dividend Plan. Under the UK Dividend Plan (subject to the terms and conditions of the plan as in force from time to time) a participant:

- (a) will not, in relation to the ordinary shares in respect of which he or she participates in the UK Dividend Plan, be entitled to any cash dividend of the Company which might be payable in respect of ordinary shares, except to the extent expressly provided by the terms and conditions of the UK Dividend Plan; and
- (b) will be entitled to participate in any cash dividend declared by the directors of National Australia Group (Europe) Limited in respect of the non-voting income share of GB£1 (or its replacement, if any), forming part of its capital.

16.15 Terms of the UK Dividend Plan

For the purposes of the UK Dividend Plan, the Directors may in their absolute discretion:

- (a) prescribe the terms and conditions of the plan;
- (b) from time to time vary the terms and conditions of the plan and any agreement between the Company and a shareholder relating to the plan;

- (c) determine whether a Member is permitted to participate in the plan or will cease to participate in the plan; and
- (d) terminate or suspend the plan.

16.16 Participants bound by UK Dividend Plan

A Member who participates in the UK Dividend Plan is bound by the terms and conditions of the plan as prescribed and as varied from time to time.

16.17 No variation of rights – UK Dividend Plan

The rights otherwise attaching to ordinary shares held by a Member who participates in the UK Dividend Plan are taken to not be varied or abrogated by reason only that a dividend of the Company which would otherwise be paid to the participant in respect of those shares is not paid or is paid at a reduced or different rate by reason of that Member's participation in the plan.

17 Capitalisation of profits

17.1 Capitalisation of reserves and profits

The Directors:

- (a) may resolve to capitalise any sum, being the whole or a part of the amount for the time being standing to the credit of any reserve account or the profit and loss account or otherwise available for distribution to Members; and
- (b) may, but need not, resolve to apply the sum in any of the ways mentioned in article 17.2, 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.

17.2 Applying a sum for the benefit of Members

The ways in which a sum may be applied for the benefit of Members under article 17.1 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).

17.3 Implementing the resolution

The Directors may do all things necessary to give effect to the resolution under article 17.1 and, in particular, to the extent necessary to adjust the rights of the Members among themselves, may:

- (a) make cash payments in cases where shares or debentures become issuable in fractions;
- (b) authorise any person to make, on behalf of all or any of the Members entitled to any further shares or debentures on the capitalisation, an agreement with the Company providing for:
 - (i) the issue to them, credited as fully paid up, of any further shares or debentures; or
 - (ii) the payment 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 so made is effective and binding on all the Members concerned;

- (c) fix the value of specified assets; or
- (d) vest property in trustees.

18 Service of documents

18.1 Document includes notice

In this Part 18, a reference to a document includes a notice.

18.2 Methods of service

The Company may give a document to a Member:

- (a) personally;
- (b) by sending it by post to the address for the Member in the Register or an alternative address nominated by the Member; or

(c) by sending it to a fax number or electronic address or by other electronic means nominated by the Member.

18.3 Post

A document sent by post:

- (a) if sent to an address in Australia, may be sent by ordinary post; and
 - (b) if sent to an address outside Australia, must be sent by airmail,
- and in either case is taken to have been received on the day after the date of its posting.

18.4 Fax or electronic transmission

If a document is sent by fax or electronic transmission, delivery of the document is taken:

- (a) to be effected by properly addressing and transmitting the fax or electronic transmission; and
- (b) to have been delivered on the day following its transmission.

18.5 Evidence of service

A certificate in writing signed by a Director or a Secretary stating that a document was sent to a Member by post or by fax or electronic transmission on a particular date is prima facie evidence that the document was so sent on that date.

18.6 Joint holders

A document may be given by the Company to the joint holders of a share by giving it to the joint holder first named in the Register in respect of the share.

18.7 Persons entitled to shares

A person who by operation of law, transfer or other means whatsoever becomes entitled to any share is absolutely bound by every document given in accordance with this Part 18 to the person from whom that person derives title prior to registration of that person's title in the Register.

19 Winding up

19.1 Distribution of assets

If the Company is wound up, the liquidator may, with the sanction of a special resolution of the Company, 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 the liquidator considers fair on 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.

19.2 Powers of liquidator to vest property

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

19.3 Shares issued on special terms

Articles 19.1 and 19.2 do not prejudice or affect the rights of a Member holding shares issued on special terms and conditions.

20 Indemnity and insurance

20.1 Indemnity

To the maximum extent permitted by law and without limiting the Company's power, the Company may indemnify any current or former officer out of the property of the Company against:

- (a) any liability incurred by the person in the capacity as an officer (except a liability for legal costs);
- (b) legal costs incurred in defending or resisting (or otherwise in connection with) proceedings, whether civil or criminal or of an administrative or investigatory nature, in which the officer becomes involved because of that capacity;
- (c) without limiting article 20.1(b), legal costs incurred in connection with any investigation or inquiry of any nature (including, without limitation, a royal commission) in which the officer becomes involved (including, without limitation, appearing as a witness or producing documents) because of that capacity; and
- (d) legal costs incurred in good faith in obtaining legal advice on issues relevant to the performance of their functions and discharge of their duties as an officer, if that expenditure has been approved in accordance with the Board's charter,

except to the extent that:

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

20.2 Insurance

The Company may pay or agree to pay, whether directly or through an interposed entity, a premium for a contract insuring a person who is or has been an officer against liability incurred by the person in that capacity, including a liability for legal costs, unless:

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

20.3 Contract

The Company may enter into an agreement with a person referred to in articles 20.1 and 20.2 with respect to the subject matter of those articles. An agreement entered into pursuant to this article may include provisions relating to rights of access to the books of the Company. Nothing in this Part 20 affects any agreement already executed by the Company.

20.4 Meaning of “officer”

In this Part 20, “officer” means a Director, Secretary or senior manager of the Company or of a related body corporate of the Company.

21 Restricted Securities

21.1 Disposal during Escrow Period

Restricted Securities cannot be disposed of during the Escrow Period except as permitted by the Listing Rules or ASX.

The Company must not acknowledge a disposal (including by registering a transfer) of Restricted Securities during the Escrow Period except as permitted by the Listing Rules or ASX.

21.2 Breach of Restriction Agreement or Listing Rules

During a breach of the Listing Rules relating to Restricted Securities, or a breach of a Restriction Agreement, the holder of the Restricted Securities is not entitled to any dividend or distribution, or voting rights, in respect of the Restricted Securities.

22 Sale of Small Holdings

22.1 Interpretation

In this Part 22:

- (a) “Divestment Notice” means a notice given by the Company under article 22.2;
- (b) “Small Holding” means shares in the Company the aggregate value of which, determined by the closing price of such shares on the stock market of ASX, is less than a marketable parcel of shares as provided under the Listing Rules;
- (c) “Notification Period” means a period of 6 weeks from the date a Divestment Notice is sent to a Small Holder; and
- (d) “Small Holder” means a Member who is the holder or a joint holder of a Small Holding.

22.2 Divestment Notice

The Company may give a notice to a Small Holder stating:

- (a) the number of shares in the Small Holding;
- (b) that the Company intends to sell the Small Holding, as agent of the holder, unless, within the Notification Period, the holder notifies the Company in writing that the Small Holding is to be retained; and
- (c) the general effect of this Part 22.

22.3 Restrictions on initiation by Company

A Divestment Notice may not be given to a Small Holder:

- (a) within 12 months after an earlier Divestment Notice was given to the holder (except as contemplated by this article 22.3); or

- (b) if a takeover bid for shares in the Company has been announced, while the takeover bid remains current.

If a takeover bid is announced after a Divestment Notice is given and before sale of the relevant Small Holding, the Company's power to effect the sale ends. However, the procedures set out in this Part may be started again after the close of the offers under the takeover bid and accordingly the Company may give a Divestment Notice to a Small Holder despite article 22.3(a) and the fact that it may be less than 12 months since the Company gave a Divestment Notice to that Member.

22.4 Sale by Company

If, at the end of the Notification Period, the Small Holder has not notified the Company in writing that the Small Holding is to be retained, the Company, as agent of the Small Holder, may (but is not obliged to) sell the Small Holding in the ordinary course of trading on the stock market of ASX or in any other way determined by the Directors. The power of the Company, as agent, to sell is only exercisable during the period of six weeks from the expiration of the Notification Period.

22.5 Powers of Company

The powers of the Company, as agent of the Small Holder to which article 22.4 applies, include all powers necessary and appropriate to effect the sale and transfer of the Small Holding, including power to execute all necessary and incidental documents and, where shares are held in a CS Facility holding, the power to initiate a holding adjustment to move those shares from that CS Facility holding to an Issuer Sponsored Holding or certificated holding.

22.6 Proceeds of sale

The Company must, within 60 days after completion of the sale of a Small Holding (subject, in the case of a certified holding, to receipt of the certificates or satisfactory evidence of their loss or destruction), send the proceeds of sale to the Member entitled to those proceeds at the Member's registered address in a manner determined by the Directors. The Company or the purchaser must pay the costs of the sale. Payment of any money under this article is at risk of the Member to whom it is sent.

22.7 Joint holders

Where a Small Holding is held by joint holders:

- (a) any Divestment Notice must be sent to all of them at their respective registered addresses;
- (b) notification in writing by any one of them that the Small Holding is to be retained will be as effective as if given by all of them; and
- (c) if the Directors determine to send the proceeds by way of cheque, any such cheque will be in favour of all of them but will be sent to the registered address of the first of them named in the Register.

22.8 Dividends and voting suspended

Unless the Directors determine otherwise, where a Divestment Notice is given to a Small Holder in accordance with this Part, then despite any other provision in this Constitution, the rights to receive payment of dividends and to vote attached to the relevant shares of that Member are suspended until those shares are transferred to a new holder or that Member ceases to hold those shares. Any dividends that would, but for this article, have been paid to that Member must be held by the Company and paid to that Member within 60 days after the earlier of:

- (a) the date the relevant shares of that Member are transferred; and
- (b) the date that the relevant shares of that Member cease to be subject to a Divestment Notice.

22.9 Special case

In the case of a Small Holding created by the transfer, on or after the date of adoption of this Part, of shares which themselves constituted a Small Holding at the time a proper transfer was initiated in accordance with the Operating Rules of a CS Facility or at the time a paper based transfer was lodged, the Company may elect to apply the provisions of article 22.2 to 22.8 with the following modifications:

- (a) the reference to a period of six weeks in the definition of Notification Period in article 22.1(c) will be read as a reference to a period of seven days;
- (b) no provision is made for the holder of the Small Holding to notify the Company in writing that the Small Holding is to be retained and, if any such notification is given, it is of no effect for the purposes of article 22.4; and
- (c) the Company may recoup and retain the reasonable costs of sale out of the proceeds of sale.

22.10 Remedy limited to damages

The remedy of a Member to whom this Part applies, in respect of the sale of the shares of that Member, is expressly limited to a right of action in damages against the Company to the exclusion of any other right, remedy or relief against any other person.

Constitution

Schedule 1 – Terms of preference shares

1 Terms of preference shares

1.1 Entitlement to dividend

The first character of the Identifier will be a letter which identifies whether the holders of the preference shares have a right to cumulative or non-cumulative dividends or have no right to dividends. The holders of preference shares with an Identifier which has as its first character one of the letters set out below will have the rights set out opposite that letter.

First Character	Entitlement to Dividend
A	a right to cumulative dividends but with no further right to participate in profits available for dividends
B	a right to cumulative dividends with a further right to participate in profits available for dividends pari passu with ordinary shares
C	a right to non-cumulative dividends but with no further right to participate in profits available for dividends
D	a right to non-cumulative dividends with a further right to participate in profits available for dividends pari passu with ordinary shares
E	a right to non-cumulative dividends and a right to additional preference shares in accordance with clause 1.4 of this schedule with a factor of 1.0, but with no further right to participate in profits available for dividends
F	a right to non-cumulative dividends and a right to additional preference shares in accordance with clause 1.4 of this schedule with a factor of 1.33, but with no further right to participate in profits available for dividends
G	no right to dividends
H	a right to non-cumulative dividends if declared by the Directors and, to the extent (if any) specified in the terms of issue, to additional dividends in connection with the conversion of a preference share into an ordinary share and to additional dividends in circumstances where a dividend contemplated by the terms of issue has not been paid in full on the preference shares and (i) a dividend has been, or is sought to be, declared or paid on shares ranking pari passu with or junior to the preference shares or a sum is, or is sought to be, set aside for the payment thereof; or (ii) shares in the Company have been, or are sought to be, repurchased, redeemed or beneficially acquired by the Company, or a sum is, or is sought to be, set aside or a sinking fund is, or is sought to be, established for such a purpose, but with no further right to participate in profits available for dividends
I	no right to dividends unless the condition or conditions set out in the terms of issue are satisfied, in which event the right to dividends will be as set out in the terms of issue.

The terms of issue of preference shares may provide that to the extent that an amount is paid to a holder of preference shares other than by way of dividend paid by the Company, the amount of any dividend otherwise payable to the holder in respect of the preference shares reduces in a manner specified in the terms of issue.

1.2 Priority as to Dividend

The second character of the Identifier will be a number which identifies the rights of the holders of the preference shares with respect to priority of payment of dividend in relation to other shares or other classes of preference shares. The holders of preference shares will rank for payment of dividend in accordance with the rules set out in clause 1.11 of this schedule.

1.3 Entitlement to Arrears and Accrued Dividends in a Winding Up or Redemption

- (a) Where the holder of a preference share has a right to cumulative dividends, the holder will have the right on redemption or in a winding up to payment of an amount equal to all arrears of or accrued dividends down to the date of redemption or of commencement of the winding up (as the case may be), whether earned or declared or not, with the same priority in relation to other shares or other classes of preference shares as applies under clause 1.2 of this schedule.
- (b) Where the holder of a preference share has a right to non-cumulative dividends and the first character of the Identifier in respect of the preference share is not "H" (or is "I" but does not convert into a right to dividends in similar circumstances to those covered by "H"), the holder will have the right on redemption or in a winding up to payment of an amount equal to any dividend accrued but unpaid for the period commencing on the dividend date which has then most recently occurred and ending on the date of redemption or of commencement of the winding up (as the case may be), whether earned or declared or not, with the same priority in relation to other shares or other classes of preference shares as applies under clause 1.2 of this schedule.
- (c) The holder of a preference share which has "H" as the first character of its Identifier (or "I" with a conversion into a right to dividends in similar circumstances to those covered by "H") will have, to the extent (if any) determined by the Directors prior to allotment of the preference share, the right on redemption or in a winding up to payment of an amount equal to any dividend (whether earned or declared or not) which, pursuant to the terms of issue of the preference share, the Company was required to pay to the holder or, if there had been sufficient distributable profits, would have been required to pay to the holder, prior to redemption or the commencement of the winding up (as the case may be), with the same priority in relation to other shares or other classes of preference shares as applies under clause 1.2 of this schedule. Except to the extent provided by this clause 1.3, the holder of a preference share which has "H" as the first character of its Identifier (or "I" with a conversion into a right to dividends in similar circumstances to those covered by "H") will not have a right on redemption or in a winding up to payment of an amount equal to or in respect of arrears of, or accrued but unpaid, dividends.

1.4 Right to Additional Preference Shares

If:

- (a) the first character of the Identifier of a class of preference shares is "E" or "F" (or "I" with a conversion into a right to dividends in similar circumstances to those covered by "E" or "F"); and
- (b) all or any part of a dividend otherwise payable to the holders of those preference shares on a particular dividend date ("**Relevant Date**") has become not payable because, under the terms of issue applicable to those shares, a dividend is not payable or is payable only in part either:
 - (i) where in the opinion of the Directors the distributable profits of the Company are insufficient to permit the payment in full of the dividend on those preference shares on that Relevant Date and also the payment in full of dividends stated to be payable on that Relevant Date on other preference shares ranking *pari passu* with those shares; or
 - (ii) where in the opinion of the Directors the payment of the whole or part of the dividend otherwise payable on that Relevant Date would constitute or cause a breach of the capital adequacy requirements for banks then applicable to the Company or any of its subsidiaries; and
- (c) at the Relevant Date the amount (if any) standing to the credit of the Company's profit or loss account and the amount of the reserves of the Company available for the purpose are in aggregate sufficient to be applied and capable of being applied in paying up in full at par additional preference shares of that class on the basis provided below;

then on the Relevant Date the Directors will, subject to any applicable law and to the listing rules of any Stock Exchange on which any of the Company's shares are listed for quotation, allot and issue credited as fully paid to each holder of those preference shares such additional nominal amount of preference shares of that class (rounded to the nearest whole number of preference shares) as equals the cash amount of the dividend which would have been payable to the holder but for the operation of the terms described in (b) above multiplied by the factor referred to in the first character of its Identifier.

1.5 Entitlement to Payment of a Capital Sum in a Winding Up

The third character of the Identifier will be a letter which identifies the rights of the holders of the preference shares with respect to payment in a winding up. The holders of preference shares with an Identifier which has as its third character one of the letters set out below will have the right in a winding up to payment as set out opposite that letter.

Third Character	Entitlement to Dividend
A	a right to payment in cash of the capital paid thereon
B	a right to payment in cash of the capital paid thereon plus the right to participate pari passu with ordinary shares in the surplus assets or profits of the Company after distribution to ordinary shareholders of the capital paid thereon
C	a right to participate pari passu with ordinary shares in the surplus assets and profits of the Company
D	a right to payment in the Currency of Account (as defined in clause 1.9(b) of this schedule) for those preference shares (as described in the Certificate) of an amount equal to the amount in that Currency of Account received by the Company as the subscription moneys for those preference shares
E	a right in respect of a preference share to payment in cash of a sum fixed by the Directors prior to allotment or capable of determination pursuant to a mechanism adopted by the Directors prior to allotment but no further or other right to participate in the assets of the Company or a return of capital. (Without limitation, the mechanism adopted by the Directors may provide for payment in Australian currency of an amount equal to a sum denominated in a currency (" Foreign Currency ") other than Australian currency calculated by applying the Reference Rate (as defined in clause 1.12 of this schedule) on the date of payment for the purchase of the Foreign Currency with Australian currency plus an amount estimated by the liquidator in his discretion to be equal to the charges and expenses likely to be incurred in purchasing the Foreign Currency with Australian currency.)

1.6 Priority of Payment of a Capital Sum in a Winding Up

The fourth character of the Identifier will be a number which identifies the rights of the holders of the preference shares with respect to priority of payment of the sum payable to those holders under clause 1.5 of this schedule in a winding up in relation to other shares or other classes of preference shares. The holders of preference shares will rank for payment in accordance with the rules set out in clause 1.11 of this schedule. In relation to preference shares where the third character of the Identifier is "B", the priority for payment identified by the fourth character of the Identifier for those preference shares will apply only in respect of the capital paid on those shares and the holders of ordinary shares will, after payment to the holders of the preference shares of that amount, rank next in priority with respect to the capital paid thereon and thereafter the holders of those preference shares and ordinary shares will rank pari passu.

1.7 Voting Rights

The fifth character of the Identifier will be a letter which identifies the rights of the holders of preference shares with respect to voting. The holders of the preference shares with an Identifier which has as the fifth character of its Identifier one of the letters set out below will have the voting rights set out opposite that letter.

Fifth Character	Entitlement to Dividend
A	the rights set out in paragraphs (a), (b), (c) and (d) below
B	the rights set out in paragraphs (a), (b) and (c) below
C	the rights set out in paragraphs (a) and (b) below
D	the rights set out in paragraph (a) below
E	no rights to vote
F	the rights set out in paragraph (e) below
G	the right to vote on any question, proposal or resolution whatsoever arising at any general meeting of the Company
H	the right to vote at a general meeting of the Company in circumstances (which may be all circumstances) identified by the Directors prior to allotment of the preference shares and on questions, proposals and resolutions (or a class of questions, proposals and resolutions) identified by the Directors prior to allotment of the preference shares.

The voting rights referred to in the preceding table are as follows:

- (a) The right to vote on any question, proposal or resolution arising at any general meeting of the Company whenever held affecting any of the rights and privileges attaching to those preference shares.
- (b) The right to vote on any question, proposal or resolution arising at any general meeting of the Company:
 - (i) where the holder of those preference shares is entitled to cumulative dividends, if at the time of the meeting the dividend is in arrears and has been in arrears for at least 6 months; or
 - (ii) where the holder of those preference shares is entitled to non-cumulative dividends, if the dividend was not paid on those preference shares in respect of the dividend period then most recently ended prior to the time of the meeting.
- (c) The right to vote on any question, proposal or resolution arising at any general meeting of the Company whenever held to wind up the Company or to reduce the capital of the Company or to sell or authorise or confirm the sale of the main undertaking of the Company.
- (d) The right to vote on any question, proposal or resolution arising at any general meeting of the Company whenever held if a liquidator, provisional liquidator, receiver or official manager has been appointed to the Company and has not been removed.
- (e) The right to vote in respect of the preference share:
 - (i) during a period during which a dividend (or part of a dividend) in respect of the preference share is in arrears;
 - (ii) on a proposal to reduce the Company's share capital;
 - (iii) on a proposal that affects rights attached to the preference share;
 - (iv) on a proposal to wind up the Company;
 - (v) on a proposal for the disposal of the whole of the Company's property, business and undertaking; and
 - (vi) during the winding up of the Company.

1.8 Voting on a poll

The sixth character of the Identifier will be a letter which identifies the number of votes which may be cast on a poll by the holder of the preference shares present in person or by proxy attorney or representative where the holders of those preference shares are entitled to vote. The holders of preference shares with an Identifier which has as the sixth character of its Identifier one of the letters set out below will be entitled to the votes set out opposite that letter.

Sixth Character	Entitlement to Dividend
A	one vote per share
B	that number of votes per share which equals the sum subscribed for the preference share divided by the Market Value of an ordinary share on the date of allotment of the preference share (rounded to the nearest number of votes)
C	<p>the number of votes per share calculated pursuant to the following formula:</p> $V = \frac{1}{10} \times \left(\frac{25}{\text{Market Price}} \times \frac{N}{1} \right)$ <p>Where V is the number of votes per share (including fractional votes);</p> <p>Market Price is determined (in such manner as is specified by the Directors in the terms of issue of the preference shares) by reference to the closing prices of American Depository Shares, representing ordinary shares of the Company, on the New York Stock Exchange in a period specified by the Directors and occurring prior to allotment of the preference shares; and</p> <p>N is the number of ordinary shares of the Company which, at a time determined by the Directors, are represented by an American Depository Share which represents the Company's ordinary shares</p>
D	a fraction of a vote per share (which will be less than one vote per share) determined by the Directors prior to allotment of the preference share or capable of determination pursuant to a mechanism adopted by the Directors prior to allotment of the preference share.

For the purpose of this article, "Market Value" means in respect of an ordinary share the market value of that ordinary share expressed in the same currency as the sum subscribed for the relevant preference share (ascertained in all respects in the manner determined by the Directors prior to allotment of the relevant preference share) and, except where the Directors determine not to issue a Certificate for shares held by the Member, specified in the Certificate for those shares. Article 9.17 will be read as subject to clauses 1.7 and 1.8 of this schedule.

1.9 Certificate

Prior to the allotment of any preference shares the Directors will determine with respect to those shares the following matters or the manner in which those matters shall be determined:

- (a) where the preference shares are redeemable,
 - (i) the amount payable on redemption;
 - (ii) the redemption date;
 - (iii) the time, place and manner of redemption; and
 - (iv) the conditions for exercise of the rights of redemption by the holder or by the Company;
- (b) in any case,
 - (i) the rate or amount of dividends (including any additional dividends) at any time or from time to time, the basis (if any) upon which the amount of a dividend will be increased to take account of tax or other fiscal impost and the basis (if any) upon which the amount of any dividend otherwise payable in respect of the shares reduces by reference to other amounts paid to the holder of the shares;
 - (ii) the times or circumstances for payment of dividends on the shares,
 - (iii) the periods in respect of which the dividends are payable;
 - (iv) the funds out of which the dividends are to be payable;
 - (v) the currency in which dividends or capital or both are to be paid ("**Currency of Account**");
 - (vi) whether or not the issue of further shares ranking equally with or in priority to the preference shares in any or in any stated respect is permitted;
 - (vii) whether the preference share is convertible into shares of another class and, if so, in what circumstances;

- (viii) if the sixth character of the Identifier in respect of a preference share is “B”, the Market Value of an ordinary share at the date of allotment of the preference share;
- (ix) if the first character of the Identifier in respect of a preference share is “H” (or “I” with a conversion into a right to dividends in similar circumstances to those covered by “H”), any right of the holder of the preference share on redemption or in a winding up to payment of an amount equal to a dividend of the type described clause 1.3(c) of this schedule;
- (x) if the third character of the Identifier in respect of a preference share is “E”, the sum or the mechanism for determining the sum to which the holder of the preference share has the right to payment in a winding up;
- (xi) if the fifth character of the Identifier in respect of a preference share is “H”, the circumstances in which the holder of the preference share may vote at a general meeting of the Company and the questions, proposal and resolutions (or the class of questions, proposals and resolutions) on which the holder of the preference share may vote at a general meeting of the Company;
- (xii) if the sixth character of the Identifier in respect of a preference share is “C”, the number of votes per preference share determined in accordance with clause 1.8 of this schedule and the other matters to be determined or specified by the Directors under that article;
- (xiii) if the sixth character of the Identifier in respect of a preference share is “D”, the fraction of a vote per preference share or the mechanism for determining the fraction of a vote per preference share;
- (xiv) if applicable, the Reference Rate referred to in clause 1.12 of this schedule; and
- (xv) such other matters as the Directors may determine;

and will, if they determine to issue a Certificate (“**Certificate**”) in respect of those preference shares, at the time of allotment issue a Certificate which will state or make provision for those matters insofar as applicable to those preference shares.

If the Directors determine not to issue a certificate in respect of those preference shares, at the time of allotment the Company will issue a statement (“**Statement**”) which will state or make provision for those matters insofar as applicable to those preference shares. A Certificate or Statement will also set out the characters of the Identifier applicable to the preference shares in respect of which the Certificate or Statement is issued.

A copy of the Certificate or Statement applicable to any class of preference shares issued by the Company will be retained on the Register and be available for inspection at any time during business hours.

1.10 General Rights

Preference shares will confer upon the holders of those shares the same rights as those conferred by this Constitution upon the holders of ordinary shares as regards receiving notices of general meetings, reports, balance sheets and accounts and of attending and being heard at all general meetings of the Company.

1.11 Rules of Priority

The rules applicable to the priority of payments in respect of preference shares will be as follows:

- (a) The numbers in an Identifier will be between 0 and 9 (both inclusive) and may include numbers other than whole numbers.
- (b) Classes of shares with the same number rank *pari passu*.
- (c) A class with a lower number will rank in priority to a class with a higher number.
- (d) A class with a number less than 9 will rank in priority to classes of shares other than preference shares.
- (e) A class with the number 9 will rank *pari passu* with all shares (other than preference shares with a lower number).

1.12 Payments Denominated in Foreign Currency

Where any sum is payable by the Company to the holder of a preference share in a Currency of Account other than Australian dollars (“**Foreign Currency Amount**”), and that sum is not paid when due or the Company has commenced winding up, the holder may elect by notice in writing to the Company to require instead payment of an amount in Australian dollars equal to the Foreign Currency Amount calculated by applying the Reference Rate on the date of payment for the sale of the Currency of Account for Australian dollars. The “**Reference Rate**” means in respect of a preference share such rate applicable in such market and at such time as determined by the Directors prior to allotment of those preference shares and specified in the Certificate or Statement for those preference shares.

Constitution

Schedule 2 – Calls on shares

1 Calls on shares

1.1 Time of call

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

1.2 Members' liability

Each Member must, upon receiving not less than 30 business days' notice specifying the time or times and place of payment, pay to the Company by the time or times and places so specified the amount called on that Member's shares.

1.3 Joint holders' liability

The joint holders of a share are jointly and severally liable to pay all calls in respect of the share.

1.4 Non-receipt of notice

The non-receipt of a notice of any call by, or the accidental omission to give notice of a call to, a Member does not invalidate the call.

1.5 Interest on default

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 must pay interest on the sum to the time of actual payment at the Interest Rate. The Directors may waive payment of that interest wholly or in part.

1.6 Fixed instalments deemed calls

For the purposes of this Constitution and subject to any notice requirements under the Listing Rules, any sum that, by the terms of issue of the share, becomes payable on issue of that share or at a fixed date is taken to be a call duly made and payable on the date on which that sum becomes payable in accordance with the terms of issue. In the case of non-payment, all the relevant provisions of this Constitution as to payment of interest and expenses, forfeiture or otherwise apply as if the sum had become payable pursuant to a call properly made and notified.

1.7 Differentiation between holders as to calls

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

1.8 Prepayment of calls and interest

The Directors may:

- (a) accept from a Member the whole or a part of the amount unpaid on a share even if no part of that amount has been called; and
- (b) authorise payment by the Company of interest on the whole or any part of an amount so accepted, until the amount becomes payable, at such rate, not exceeding the Interest Rate, as is agreed between the Directors and the Member paying the sums, but:
 - (i) the Directors may repay all or any part of the moneys advanced after giving the Member three calendar months' notice in writing; and
 - (ii) capital paid on shares in advance of calls will not confer the right to participate in profits.

1.9 Terms of issue may prescribe otherwise

Part 4 and this schedule 2 are subject to any terms of issue of shares determined by the Directors at the time of issue.