

**Village Roadshow Limited**  
**ABN 43 010 672 054**

To: ASX Limited

**Variation Notice pursuant to Article 2.4(c)(i)**

This document constitutes the Variation Notice for the purposes of Article 2.4(c)(i) of the Articles of Association (as amended) of Village Roadshow Limited (**Company**) and is given in respect of all of the A Class preference shares in the Company (ASX: VRLPA).

Pursuant to Article 2.4(c)(iii) of the Company's Articles of Association (as amended) and this Variation Notice, at **7.00pm Melbourne time on 16 November 2010**, the rights attaching to each A Class preference shares in the Company will be varied as follows:

- (a) each A Class preference share in the Company confers all of the rights attaching to one fully paid ordinary share in the Company;
- (b) all other rights or restrictions conferred on the A Class preference share under Articles 2.4(a) and (b) and elsewhere in the Articles of Association (as amended) of the Company or under the terms of issue of the A Class preference share will no longer have effect; and
- (c) the A Class preference shares will rank equally in all respects with all fully paid ordinary shares in the Company then on issue,

with the effect that each A Class preference share immediately before 7.00pm Melbourne time on 16 November 2010 is, immediately on and after that time, one fully paid ordinary share in the Company.

The operation of Article 2.4(c)(iii) in relation to an A Class preference share does not constitute the cancellation, redemption or termination of the A Class preference share or an issue, allotment or creation of a new share but is a variation of the rights attaching to the A Class preference share so that those rights are identical to, and indistinguishable from, the rights attaching to one ordinary share.

The last day for trading in the A Class preference shares will be 9 November 2010 and trading in ordinary shares resulting from the A Class preference shares (ASX:VLRN) will commence on a deferred settlement basis on 10 November 2010. All ordinary shares are expected to commence trading on a normal T+3 basis on and from 22 November 2010.

This Variation Notice is dated **8 November 2010**.

**By order of the Board**

PS Leggo

Group Company Secretary

**MEMORANDUM  
OF ASSOCIATION  
OF**

**VILLAGE ROADSHOW  
LIMITED  
ACN 010 672 054**

HERBERT GEER & RUNDLE  
Solicitors  
Level 21  
385 Bourke Street  
Melbourne Victoria 3000

Telephone: 61 3 9641 8613  
Facsimile: 61 3 9670 0481

Ref: GB  
Greg Bassar

MEMORANDUM OF ASSOCIATION

OF

VILLAGE ROADSHOW LIMITED

ACN 010 672 054

1. The name of the Company is Village Roadshow Limited.
2. The capital of the Company is one (1) billion dollars divided into two (2) billion shares of \$0.50 each.
3. The liability of the members is limited.
4. The full names addresses and occupations of the subscribers hereto and the number of shares they respectively agree to take are:

| Name, Address and Occupation   | Number of Shares |
|--|------------------|
| Keith Henry Moremon,<br>8/41 Shirley Road,<br>WOLLSTONECRAFT<br><br>Company Director | 6                |
| Keith William Kerridge,<br>25 Oatley Road,<br>PADDINGTON<br><br>Economist            | 1                |
| Maxwell Rowan Powditch,<br>22 Balowrie Street,<br>YOWIE BAY<br><br>Company Director  | 1                |
| Caroline Noelle Scheidat,<br>29 Newcastle Street,<br>ROSE BAY<br><br>Secretary       | 1                |
| Kimbori Pty. Ltd.<br>Level 23,<br>Tower Building,<br>Australia Square,<br>SYDNEY     | 91               |

5. The subscribers are desirous of being formed into a company in pursuance of this Memorandum and respectively agree to take the number of shares in the capital of the Company set opposite their respective names in the last preceding paragraph hereof.

DATED this 29th day of September, 1986.

| Signature of Subscriber | Number of Shares<br>which he agrees<br>to take | Witness  |
|-------------------------|--|--|
| Keith Moremon           | Six  | Peter Russell<br>PETER RUSSELL<br>4/272 Pacific Highway<br>ARTARMON NSW<br>Solicitor |
| K. Kerridge             | One  | Stuart Mears<br>STUART MEARS<br>3 Stanhope Road<br>KILLARA NSW<br>Merchant Banker    |
| Max Powditch            | One  | Stuart Mears<br>STUART MEARS<br>3 Stanhope Road<br>KILLARA NSW<br>Merchant Banker    |
| C. Scheidat             | One  | Peter Russell<br>as above  |
| Kimbori Pty. Ltd.       | Ninety one                                     | Deborah Maxwell<br>60 Fotheringham Street<br>MARRICKVILLE<br>NSW                     |

**ARTICLES  
OF ASSOCIATION  
OF  
VILLAGE ROADSHOW  
LIMITED  
ACN 010 672 054**

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**ARTICLES OF ASSOCIATION**  
**OF**  
**VILLAGE ROADSHOW LIMITED**  
ACN 010 672 054

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**ARTICLES OF ASSOCIATION**  
**OF**  
**VILLAGE ROADSHOW LIMITED**  
ACN 010 672 054

**1. PRELIMINARY**

**1.1 Definitions**

In these Articles, unless the contrary intention appears:

- (a) **"Alternate Director"** means a person for the time being holding office as an alternate director pursuant to **Article 20**;
- (b) **"business days"** shall have the same meaning as is given to that expression in the Listing Rules;
- (c) **"Company"** means Village Roadshow Limited (ACN 010 672 054);
- (d) **"Corporation"** means any body corporate whether formed or incorporated within or outside the State;
- (e) **"Corporations Law"** means the *Corporations Law* of Queensland;
- (f) **"Director"** means a Director for the time being of the Company;
- (g) **"Electronic Transfer System"** means any computer or electronic transfer system established or recognised by the Corporations Law or the Listing Rules for the purposes of facilitating dealing in shares or securities;
- (h) **"Exchange"** means Australian Stock Exchange Limited;
- (i) **"Final Redemption Date"** for the purposes of **Article 2.5**, means, in relation to a particular B Class preference share the date or dates specified as the final redemption date or dates in the Directors' resolution originally allotting that B Class preference share;
- (j) **"Holder Redemption Date"** for the purposes of **Article 2.5**, means, in relation to a particular B Class preference share the date or dates specified as the holder redemption date or dates in the Directors' resolution originally allotting that B Class preference share;
- (k) **"Home Exchange"** means the State Branch of the Exchange designated to the Company by the Exchange;
- (l) **"Listing Rules"** means the Official Listing Rules of the Exchange;
- (m) **"Office"** means the registered office for the time being of the Company;
- (n) **"Paid up"** includes credited as paid up;

- (o) **"Register"** means the register of members to be kept pursuant to the Corporations Law;
- (p) **"Related Corporation"** means a corporation that is deemed to be related to the Company by virtue of Section 50 of the Corporations Law;
- (q) **"Representative"** means a person appointed pursuant to **Article 14.10** read with Section 249(3) of the Corporations Law;
- (r) **"Seal"** means the common seal of the Company;
- (s) **"Secretary"** means the secretary for the time being of the Company and if there are joint secretaries any one or more of such joint secretaries;
- (t) **"Share Seal"** means a duplicate of the Seal which is a facsimile thereof with the addition on its face of the words "Share Seal" or "Certificate Seal"; and
- (u) **"State"** means the State of Queensland.

## 1.2 Gender, Singular and Plural

- (a) Words importing the singular number include the plural number and vice versa;
- (b) Words importing the masculine gender include the feminine gender and vice versa; and
- (c) Words importing persons include Corporations and vice versa.

## 1.3 Meaning as in Corporations Law

Subject to the foregoing, words or expressions contained in these Articles shall unless the context otherwise requires be interpreted in accordance with the provisions of the Corporations Law and of the regulations pursuant thereto as in force at the date at which these Articles become binding on the Company.

## 1.4 Table A not to Apply

The Regulations contained in Table A of Schedule 1 to the Corporations Law shall not apply to the Company.

# 2. SHARE CAPITAL

## 2.1 Classes of Shares

- (a) The share capital referred to in the Memorandum of Association shall comprise:

500,000,000 ordinary shares of \$0.50 each  
 500,000,000 A Class preference shares of \$0.50 each  
 70,000,000 B Class preference shares of \$0.50 each  
 930,000,000 unclassified shares of \$0.50 each

- (b) The shares shall be under the control of the Directors who, subject to the provisions of the Listing Rules and to any rights for the time being attached to the shares of any special class, may issue or otherwise dispose of the same :
- (i) to such persons;
  - (ii) on such terms and conditions;
  - (iii) having attached thereto such preferred, deferred, qualified or other rights;
  - (iv) either :
    - (A) at a premium; or
    - (B) at par; or
    - (C) (subject to the provisions of the Corporations Law) at a discount;
  - (v) at such times as the Directors think fit;

and with full power to grant options over any shares either at par or at a premium during such time and for such consideration as the Directors think fit provided that the Directors shall not without the prior approval of the Company in general meeting issue shares the effect of which is to transfer a controlling interest in the Company.

## 2.2 Entitlement to Dividends

- (a) All shares issued by the Company shall be of the same nominal value.
- (b) In the event of a breach of any escrow agreement entered into by the Company under the Listing Rules in relation to shares which are classified under the Listing Rules or by the Home Exchange as Restricted securities, the member holding the shares in question shall cease to be entitled to any dividends and to any voting rights in respect of those shares for so long as the breach subsists.

## 2.3 Issue of Shares to Associates

Notwithstanding anything in these Articles, a Director (or any person who would be regarded as associated with a Director under Division 2 of Part 1.2 of the Corporations Law), may not participate directly or indirectly in an issue of shares or options or other securities if or to the extent that doing so would contravene the Listing Rules or the Corporations Law.

## 2.4 A Class Preference Shares

- (a) The Company may issue A Class preference shares each of such shares upon and subject to the following terms and conditions and which confers on its holder the following rights, namely:

## (i) As to meeting and voting:

the right to receive reports and accounts (including balance sheets and profit and loss accounts and all reports thereon) and to receive notice of and to attend all general meetings of the Company, but an A Class preference share shall confer no right to vote at any general meeting except in one or more of the following circumstances:

- (A) on a proposal that affects rights attaching to the A Class preference share;
- (B) during a period during which any dividend (or part of any dividend) payable on the A Class preference share is more than 6 months in arrears;
- (C) on a proposal to reduce the share capital of the Company;
- (D) on a proposal to wind up the Company;
- (E) on a proposal for the sale of the Company's undertaking

and in each such case on a show of hands each person present who is a member or a representative of a member has one vote and on a poll each person present in person or by proxy representative or attorney has one vote for each A Class preference share held.

## (ii) On a winding up:

the right on a winding up in priority to all other classes of shares for the time being issued to a return of the capital paid up on the A Class preference share and in addition, the right to participate in the distribution of any surplus assets of the Company equally with each fully paid ordinary share in the capital of the Company (in this **Article 2.4** and **Article 2.5**, "Ordinary Share") and pro rata on a 4.4 for 1 basis with the B Class preference shares (after the capital paid up on the ordinary shares and 22.7% of the capital paid up on the B Class preference shares has been repaid) on the basis of the number of all shares on issue.

## (iii) As to dividends:

the right to receive in priority to all other classes of shares a non-cumulative dividend payable annually in respect of each financial year at the same time as payment of the final dividend on the Ordinary Shares being an amount per A Class preference share equal to the greater of:

- (A) 10.175 cents; or
- (B) the amount of all dividends payable in respect of that financial year on each Ordinary Share plus three cents

provided that unless the terms of issue set out in the Directors' resolution approving the allotment otherwise provide the dividend so payable in respect of the first financial year in which an A Class preference share is

allotted shall be apportioned having regard to the number of days during that financial year that have elapsed since the date of allotment and provided further that where any interim dividend is payable in respect of the Ordinary Shares, the same interim dividend (on a per share basis) shall be payable in respect of each A Class preference share and the final dividend payable pursuant to sub-paragraphs (A) and (B) shall be reduced by an equivalent sum.

Where the holders of A Class preference shares elect to participate in the Company's dividend reinvestment plan, the dividends so reinvested shall be applied towards the issue of further A Class preference shares.

(iv) As to further shares:

the right to participate in the same proportions as the other shares in the capital of the Company in any further new issues of shares (whether made out of the initial authorised capital of the Company or any increase in the authorised capital) and whether such new issues are made to shareholders by way of fully paid bonus shares or by way of rights or entitlement issue provided that the shares to be allotted to the holders of the A Class preference shares in respect of such new issues shall be A Class preference shares to be offered at a price calculated as follows:

$$NP = (NO \div MO) \times MP$$

*where*

NP is the price of the new A Class preference shares to be offered to the holders of A Class preference shares

NO means the price of the new ordinary shares to be offered to the holders of ordinary shares

MO means the weighted average market price of all fully paid ordinary shares sold on the Exchange during the period of five consecutive business days ending on the date prior to the announcement of the new issue

MP means the weighted average market price of A Class preference shares sold on the Exchange during the period of five consecutive business days ending on the day prior to the announcement of the new issue.

(v) As to shares ranking in priority to the A Class preference shares:

until all of the A Class preference shares have been converted to ordinary shares, no further shares may be created or issued by the Company which rank in priority to the A Class preference shares as to dividends, return of capital or premium or which otherwise rank in priority unless the issue and the proposed terms of issue have been sanctioned by a special resolution passed by the holders of the A Class preference shares.

- (vi) As regards conversion:

the A Class preference shares will automatically convert to fully paid ordinary shares in circumstances where a takeover announcement or offer has been made in relation to the shares of the Company and:

- (A) in the event of a Part A offer, the offer is unconditional and the Part B statement issued by the Company includes a statement by Directors of the Company recommending acceptance of the offer and/or a statement by Directors associated with Village Roadshow Corporation Limited that Village Roadshow Corporation Limited intends to accept the offer; or
  - (B) where a Part C announcement has been made, the Part D statement issued by the Company includes a statement by the Directors of the Company recommending that shareholders sell their shares on market pursuant to the Part C offer and/or a statement by Directors associated with Village Roadshow Corporation Limited that Village Roadshow Corporation Limited will sell its shares in the Company on market pursuant to the Part C offer.
- (b) The issue of shares by the Company in priority to existing A Class preference shares or any conversion of shares to shares ranking equally or in priority to existing A Class preference shares shall be deemed to be a variation or abrogation of the rights attached to the existing A Class preference shares provided that the Company is expressly authorised from time to time to allot in accordance with **Article 2.1(b)** any ordinary shares, in accordance with **Articles 2.1(b)** and **2.5** any B Class preference shares and in accordance with **Articles 2.1(b)** and **2.4** any A Class preference shares ranking equally with existing A Class preference shares.

## 2.5 B Class Preference Shares

- (a) In accordance with **Article 2.1(b)**, the Company may issue B Class preference shares each of such shares upon and subject, inter alia, to the following terms and conditions and which confers on its holder the following rights, namely:

- (i) As to meeting and voting:

the right to receive reports and accounts (including balance sheets and profit and loss accounts and all reports thereon) and to receive notice of and to attend all general meetings of the Company, but a B Class preference share shall confer no right to vote at any general meeting except in one or more of the following circumstances:

- (A) on a proposal that affects rights attaching to the B Class preference share;
- (B) during a period during which any dividend (or part of any dividend) payable on the B Class preference share is more than 6 months in arrears;
- (C) on a proposal to reduce the share capital of the Company;

- (D) on a proposal to wind up the Company;
- (E) on a proposal for the sale of the Company's undertaking

and in each such case on a show of hands each person present who is a member or a representative of a member has one vote and on a poll each person present in person or by proxy representative or attorney has one vote for each 4 B Class preference shares held.

- (ii) On a winding up:

the right on a winding up to a return of 22.7% of the capital paid up on the B Class preference share and the whole of all dividends payable but unpaid on the B Class preference shares after payment of the capital paid up on the A Class preference shares but in priority to the Ordinary Shares and all

other shares and classes of preference shares for the time being issued and, in addition, the right, after the capital paid up on the ordinary shares has been repaid to participate in the distribution of any surplus assets or profits of the Company pro rata on a 1 for 4.4 basis with each A Class preference share and each Ordinary Share.

- (iii) As to dividends:

the right to receive behind A Class preference shares but in priority to all other shares and classes of preference shares a non-cumulative dividend payable annually in respect of each financial year at the same time as payment of the final dividend on the Ordinary Shares being an amount per B Class preference share equal to 5% of the amount of all dividends payable in respect of that financial year on each Ordinary Share

provided that unless the terms of issue set out in the Directors' resolution approving the allotment otherwise provide the dividend so payable in respect of the first financial year in which a B Class preference share is allotted shall be apportioned having regard to the number of days during that financial year that have elapsed since the date of allotment

and provided further that where any interim dividend is payable in respect of the Ordinary Shares, an interim dividend equal to 5% of such interim dividend (on a per share basis) paid on the ordinary shares shall be payable in respect of each B Class preference share at the same time as the payment of the interim dividend on the Ordinary Shares

and provided further that if the B Class preference shares held by a holder have not been redeemed in accordance with paragraph (vi) of this **Article 2.5** at any time later than the Final Redemption Date, those B Class preference shares will confer the right to receive, behind A Class preference shares but in priority to all other classes of shares, a non-cumulative dividend payable annually in respect to each financial year ending after the Final Redemption Date at the same time as payment of the final dividend on the Ordinary Shares being an amount equal to the total amount that would have been paid to that holder had the B Class preference shares been redeemed and the requisite number of new A Class

preference shares been allotted to the holder as provided in paragraph (vi) of this **Article 2.5**

and provided further that where the immediately preceding proviso applies and where any interim dividend is payable in respect of A Class preference shares, the same interim dividend shall be payable in respect of the B Class preference shares as would have been paid had the B Class preference shares been redeemed and the requisite number of new A Class preference shares been allotted to the holder as provided in paragraph (vi) of this **Article 2.5**.

(iv) As to shares ranking in priority to the B Class preference shares:

until all of the B Class preference shares have been redeemed, no further shares may be created or issued by the Company which rank in priority to the B Class preference shares (other than A Class preference shares or ordinary shares) as to dividends, return of capital or premium or which otherwise rank in priority unless the issue and the proposed terms of issue have been sanctioned by a special resolution passed by the holders of the B Class preference shares.

(v) As regards conversion:

the B Class preference shares will have no rights of conversion to any other class of shares of the Company.

(vi) As regards redemption:

the B Class preference shares may be redeemed only out of the proceeds of an issue of A Class preference shares subscribed for by the holders of the B Class preference shares to be redeemed in accordance with this paragraph (vi) as follows:

- (A) the amount to be paid in respect of the redemption of each B Class preference share shall be its par value;
- (B) a B Class preference share shall be redeemed by the Company at the option of its holder on the Holder Redemption Date;
- (C) each B Class preference share shall be redeemed by the Company at the option of the Company or the holder of the B Class preference shares at any time after the date being:
  - (1) the Final Redemption Date; or
  - (2) the date upon which a takeover bid (as defined in section 9 of the Corporations Law) is made on an unconditional basis or on a basis subject only to conditions relating to the non occurrence of any 'prescribed occurrence' as defined in section 603 of the Corporations Law to the holders of fully paid ordinary shares in the Company;

(D) in the event that:

- (1) the holder of the B Class preference shares requires the Company to redeem the B Class preference shares in accordance with paragraphs (B) or (C) of this **Article 2.5(a)(vi)** then not less than 5 business days prior to the date upon which the holder of the B Class preference shares requires the Company to redeem the B Class preference shares it shall give to the Company at its head office in Melbourne notice in writing (in this **Article 2.5(a)(vi)**, "Holder Redemption Notice") that it requires the Company to redeem all of the B Class preference shares held by it; or
- (2) the Company wishes to redeem the B Class preference shares in accordance with paragraph (C) of this **Article 2.5(a)(vi)** then not less than 5 business days prior to the date upon it wishes to redeem the B Class preference shares it shall give to such holder of the B Class preference shares notice in writing at its address in the register of members (in this **Article 2.5(a)(vi)**, "Company Redemption Notice") that it wishes to redeem all of the B Class preference shares held by that holder;

(E) where the Company has received a Holder Redemption Notice or has given a Company Redemption Notice and, as a result, there is a B class preference share about to be redeemed as provided in this paragraph (vi), every other B Class preference share held by the holder of that B Class preference share must be redeemed at the same time (the shares to be redeemed, "Redeeming Shares") and;

- (1) that holder will be taken to have agreed:
  - i) subject to sub-paragraph (G), to subscribe, and subject to sub-paragraph (G), to be subject to a liability to pay to the Company, simultaneously with or immediately prior to redemption of the Redeeming Shares, an amount equal to the aggregate amount payable by the Company to that holder on redemption of the Redeeming Shares (as set out in the Directors' resolution originally allotting the Redeeming Shares) (such aggregate amount, "Aggregate Redemption Amount") for the subscription to the Company for a number of A Class preference shares ("New Shares") determined by dividing the Aggregate Redemption Amount by the issue price per New Share as set out in the Directors' resolution originally allotting the Redeeming Shares;
  - ii) to receive an allotment of those New Shares; and

- iii) to be entered in the register of members of the Company as the holder of those New Shares;
- (2) on or immediately after the redemption of the Redeeming Shares the Company agrees that it will be subject to a liability to pay the Aggregate Redemption Amount to the holder of those Redeeming Shares;
- (3) the Company must:
  - i) allot as fully paid to the holder of the Redeeming Shares the New Shares determined as described in sub-paragraph (1)i) with an aggregate issue price, subject only to sub-paragraph (I), equal to the Aggregate Redemption Amount, which New Shares the Company and the holder of the Redeeming Shares agree will have been allotted for the purpose of redeeming the Redeeming Shares;
  - ii) redeem the Redeeming Shares on or immediately after such allotment, which Redeeming Shares the Company and the holder of the Redeeming Shares agree will be redeemed out of the proceeds of the issue of the New Shares; and
  - iii) subject to sub-paragraph (F) send share certificates for the New Shares to the holder of the Redeeming Shares; and
- (4) simultaneously with the allotment of the New Shares to the holder of the Redeeming Shares, the liability of the holder of the Redeeming Shares to pay to the Company the amount equal to the Aggregate Redemption Amount will be set off against and satisfied and discharged by the liability of the Company to pay the Aggregate Redemption Amount to that holder;
- (F) on redemption of a B Class preference share, its holder must surrender to the Company the share certificate for that share. Failure by the holder to deliver such share certificate will not prejudice or affect the redemption of the B Class preference share but in the event of such failure, the certificates for the New Shares issued as contemplated in sub-paragraph (E) above must be held by the Company in trust for the holder and delivered to the holder immediately after the certificates for the redeemed B Class preference share (or evidence satisfactory to the directors that such a certificate has been lost and an indemnity in respect of such a certificate in form and satisfactory to the directors) has been received by the Company;
- (G) the liability of the holder of the Redeeming Shares to pay or contribute any amount to the Company in respect of the issue or allotment of the New Shares, whether on a winding up of the

Company or otherwise, will be limited to the amount actually received from the Company in discharge of the Company's liability under paragraph (E)(2) or which is actually applied by way of set off under paragraph (E)(4), and any such liability must be satisfied and discharged solely as described in sub-paragraph (E)(4) and the Company will have no recourse to any other assets of that holder or any other person;

- (H) nothing in this paragraph (vi) is to be construed as giving the Company any security or other proprietary interest in any liability of the holder of Redeeming Shares under paragraph (vi)(D)(1)i) or as giving that holder any security or other proprietary interest in any liability of the Company to pay or discharge the Aggregate Redemption Amount on redemption of the Redeeming Shares;
- (I) to the extent that the Aggregate Redemption Amount divided by the issue price per New Share as set out in the Directors' resolution originally allotting the Redeeming Shares is not a whole number, the fraction of a New Share thus resulting will:
  - (1) if the Company has profits that would otherwise be available for dividends, be rounded down to the last whole number of New Shares with the excess of the Aggregate Redemption Amount to be paid by the Company out of such profits in cash to the holder of the Redeeming Shares; or
  - (2) if the Company does not have such profits, be rounded up to the next whole number of New Shares with the excess of the amount to be subscribed for the New Shares over the Aggregate Redemption Amount to be paid by the holder of the Redeeming Shares to the Company prior to or on redemption;
- (J) notwithstanding anything contained in this paragraph (vi) of **Article 2.5(a)**, in the event that, prior to redemption of the B Class preference shares, the A Class preference shares have converted to ordinary shares in accordance with paragraph (vi) of **Article 2.5**, the shares to be subscribed for and allotted in accordance with this **Article 2.5(a)(vi)** shall be ordinary shares (not A Class preference shares) and a reference to "New Shares" wherever appearing in this **Article 2.5(a)(vi)** shall be a reference to ordinary shares;
- (K) on redemption of a B Class preference share, the Company must also pay to the holder any dividend due and payable but unpaid in respect to such share

and the variation or abrogation of the rights attaching to the existing capital, if any, constituted by the issue of the New Shares is hereby expressly authorised.

- (vii) Without limiting the generality of the provisions of this **Article 2.5(a)**, the following shall be deemed to be a variation or abrogation of the rights attaching to the B Class preference shares:
  - (A) any alteration of the provisions of the Company's Memorandum of Association in any of the ways mentioned in any of paragraphs 193(1)(b) to (d) inclusive of the Corporations Law; or
  - (B) any issue of shares or other transaction having an effect that the Company has insufficient authorised capital of the requisite class or insufficient unclassified authorised capital to issue the New Shares on or prior to the redemption of the B Class preference shares as contemplated by paragraph (vi).
- (viii) To the extent of any inconsistency between the provisions of this **Article 2.5** and any other Articles of Association of the Company, the provisions of this **Article 2.5** will prevail.
- (b) The issue of securities (other than A Class preference shares or ordinary shares) by the Company in priority to existing B Class preference shares or any conversion of securities to securities (other than A Class preference shares or ordinary shares) ranking equally or in priority to existing B Class preference shares shall be deemed to be a variation or abrogation of the rights attached to the existing B Class preference shares provided that the Company is expressly authorised from time to time to allot in accordance with **Article 2.1(b)** any ordinary shares and in accordance with **Articles 2.1(b)** and **2.4** any A Class preference shares.

## 2.6 Options

Subject to the Corporations Law and the Listing Rules, the Directors shall have power to grant options to purchase unissued shares in the capital of the Company upon such terms as they think fit.

## 2.7 Brokerage and Commission

- (a) The Company may exercise the power to make payments by way of brokerage or commission in connection with subscriptions for shares in the Company in the manner provided by the Corporations Law.
- (b) Payments by way of brokerage or commission may be satisfied by the payment of cash, by the allotment of fully or partly paid shares or partly by the payment of cash and partly by the allotment of fully or partly paid shares.

## 2.8 Equitable Ownership

Save as provided in these Articles, the Company shall be entitled to treat the registered holder of any share as the absolute owner thereof, and accordingly shall not, except as ordered by a Court of competent jurisdiction or as by statute required, be bound to recognise any equitable or other claim to or interest in such share on the part of any other person.

## 2.9 Electronic Transfer

The Directors may do anything they consider necessary or desirable and which is permitted under the Corporations Law and the Listing Rules to facilitate the participation by the Company in any Electronic Transfer System.

## 3. CERTIFICATES

### 3.1 Issue of Certificates

- (a) Certificates in respect of shares shall be issued under the Seal or the Share Seal except that certificates in respect of shares on a branch register may in the alternative be issued under the Seal of the Company for use in the place in which the branch register is located.
- (b) The Company shall allot securities within the time limits prescribed by the Listing Rules and dispatch certificates or enter the securities into the security holder's uncertificated holding within five (5) business days of the date of allotment or lodgement of a registrable transfer.
- (c) Every certificate for shares must be issued in accordance with the Corporations Law and the Listing Rules.

### 3.2 Entitlement to Certificates

- (a) Subject to **Article 3.2(b)** every member shall be entitled without payment to one certificate in respect of the shares registered in his name or to several certificates in reasonable denominations.
- (b) If the Company participates in an Electronic Transfer System and a member elects to hold any of his shares in uncertificated form in accordance with the Listing Rules, that member shall not be entitled to a share certificate or certificates in respect of the shares he elects to hold in an uncertificated form and the Company may cancel a certificate evidencing such shares without issuing a certificate in lieu thereof.
- (c) Where pursuant to **Article 3.2(b)** a member has elected to hold any of his shares in uncertificated form in accordance with the Listing Rules, such member shall have the right to receive such statements of the holdings of the member as are required to be distributed to a member under the Corporations Law or the Listing Rules.

### 3.3 Duplicate Certificates

- (a) If any share certificate, letter of allotment, transfer, receipt or any other document of title to shares be worn out or defaced then within five (5) business days of production thereof to the Directors the Directors shall order the same to be cancelled and shall issue a duplicate in lieu thereof in accordance with the Corporations Law and the Listing Rules.
- (b) If any share certificate, letter of allotment, transfer, receipt or any other document of title to shares be lost or destroyed:

- (i) a duplicate thereof shall be issued within five (5) business days of evidence of the loss or destruction provided to the Company, upon the conditions set out in the Corporations Law and the Listing Rules; and
  - (ii) upon payment of such fee as the Directors may from time to time determine not exceeding that prescribed pursuant to the Corporations Law.
- (c) A certificate issued to replace a certificate which has been lost or destroyed shall be clearly endorsed "Issued in lieu of lost or destroyed Certificate".

### 3.4 **Joint Holders of Shares**

- (a) In the case of a share held jointly by several persons the Company shall not be bound to issue a greater number of certificates in respect of the shares so held than it would issue if such shares were held by one person.
- (b) Delivery of a certificate in respect of a share to any one of several joint holders named on the Register shall be deemed to be delivery to all the joint holders.

## 4. **CALLS ON SHARES**

### 4.1 **Directors Power to Make Calls**

- (a) The Directors may, subject to compliance with the requirements of the Corporations Law and the Listing Rules, from time to time make such calls as they think fit upon the members in respect of all moneys unpaid (whether in respect of capital or premium) on shares held by them respectively and not by the conditions of issue thereof made payable at fixed times.
- (b) Each member shall pay the amount of every call so made on him to the persons and at the times and places appointed by the Directors.
- (c) A call may be made payable by instalments.
- (d) A call shall be deemed to have been made when the resolution of the Directors authorising such call was passed.

### 4.2 **Notice of Calls**

Notice of calls must be made in accordance with the Listing Rules.

### 4.3 **Payment by Instalments**

- (a) If by the terms of issue of any share or otherwise any amount is made payable at any fixed time or by instalments at fixed times whether on account of the amount of the share or by way of premium every such amount or instalment shall be payable as if it were a call duly made by the Directors and of which due notice had been given.
- (b) All the provisions herein contained in respect of calls shall relate to such amount or instalment accordingly.

#### 4.4 **Differentiation between Shareholders**

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

#### 4.5 **Interest on Calls**

If the sum payable in respect of any call be not paid on or before the day appointed for payment thereof the holder for the time being of the share in respect of which the call has been made shall pay interest on the same at the rate of twenty per centum per annum (or at such other rate as the Directors may from time to time determine) from the day appointed for the payment thereof to the time of the actual payment, but the Directors shall be at liberty to waive payment of that interest wholly or in part.

#### 4.6 **Joint and Several Liability**

The joint holders of a share shall be severally as well as jointly liable for the payment of all calls due in respect of such share.

#### 4.7 **Evidence of Making of Call**

- (a) On the trial or hearing of any action for the recovery of any money due for any call it shall be sufficient to prove that:
  - (i) the name of the member sued is entered in the Register as the holder or one of the holders of the shares in respect of such call;
  - (ii) that the resolution making the call is duly recorded in the minute book; and
  - (iii) that notice of such call was duly given to the member sued in pursuance of these Articles.
- (b) Proof of the matters aforesaid shall be conclusive evidence of the debt due in respect of a call.
- (c) It shall not be necessary to prove the appointment of the Directors who made such call or any other matters whatsoever.

#### 4.8 **Payment of Uncalled Amounts**

- (a) The Company may accept from any member willing to advance the same all or any part of the sum due upon the shares held by him beyond the sum actually called for.
- (b) The Company may pay interest upon any advance payment, to the extent that the amount paid for the time being exceeds the amount of the calls made upon the shares in respect of which the advance payment is made, at such rate as the member who makes the advance payment and the Directors may agree, provided that the amount so paid in advance shall not confer a right to participate in a dividend declared in respect of a period prior to the date on which the amount so advanced would but for such payment have become payable.

- (c) The Directors may at any time repay the amount so advanced upon giving to such member at least 14 days' notice in writing.

## 5. FORFEITURE OF SHARES

### 5.1 Notice for Payment

- (a) If any member fails to pay any call on or before the day appointed for the payment of the call, the Directors may at any time thereafter during such time as the call remains unpaid, serve a notice on such member requiring him to pay:
- (i) the call;
  - (ii) any interest that may have accrued; and
  - (iii) all expenses that may have been incurred by the Company by reason of such non-payment.
- (b) The notice shall name a day (not being less than ten business days from the date of the notice) and a place or places on and at which such call, interest and expenses are to be paid.
- (c) The notice shall also state that in the event of non-payment at or before the time and at the place appointed the shares in respect of which the call was made will be liable to be forfeited.

### 5.2 Non-Compliance with Notice for Payment

- (a) If the requirements of any such notice are not complied with, any shares in respect of which such notice has been given may at any time thereafter before payment of all calls, interest and expenses due in respect thereof be forfeited by a resolution of the Directors to that effect.
- (b) Such forfeiture shall include all dividends declared in respect of the forfeited shares and not actually paid before the forfeiture.

### 5.3 Entry of Forfeiture in Register

- (a) When any share shall have been so forfeited, notice of the forfeiture shall be given to the member in whose name it stood immediately prior to the forfeiture.
- (b) An entry of the forfeiture with the date thereof shall be made in the Register.
- (c) No forfeiture shall in any manner be invalidated by an omission or neglect to give such notice or to make such entry as specified in this **Article 5.3**.

### 5.4 Sale of Forfeited Shares

- (a) A forfeited share may be sold or otherwise disposed of on such terms and in such manner, subject to the Corporations Law and the Listing Rules, as the Directors think fit.

- (b) At any time before a sale or disposition, the forfeiture may be cancelled on such terms as the Directors think fit.

### 5.5 **Transfer of Forfeited Shares**

- (a) The Company may receive the consideration (if any) given for a forfeited share on any sale or disposition of the share.
- (b) The title of the transferee to the share is not affected by any irregularity or invalidity in connection with the forfeiture, sale or disposal of the share.
- (c) Where the transfer of forfeited shares is to be effected by a SCH-regulated transfer, the Company may do all such things as may be necessary or appropriate for it to do under the SCH Business Rules.

### 5.6 **Continuing Liability**

- (a) Any member whose shares have been forfeited shall cease to be a member in respect of the forfeited shares but shall notwithstanding be liable to pay to the Company all calls, interest and expenses owing upon or in respect of such shares at the time of forfeiture together with interest thereon from the time of forfeiture until payment at the rate of 20% per annum (or such other rate as the Directors may from time to time determine).
- (b) The Directors may enforce the payment of such moneys or any part thereof if they think fit but shall not be under any obligation so to do.

### 5.7 **Evidence of Forfeiture**

A certificate in writing under the hands of two Directors or of one Director and the Secretary that :

- (a) a call in respect of any shares was made;
- (b) notice thereof served;
- (c) default in payment of the call was made; and
- (d) forfeiture of the shares was made

by resolution of the Directors to that effect shall be sufficient evidence of the facts therein stated as against all persons claiming to be entitled to such shares and of the right and title of the Company to dispose of the same.

## 6. **LIEN**

### 6.1 **Lien on Calls on Shares**

- (a) The Company shall have a first and paramount lien for unpaid calls and interest and expenses connected therewith upon the specific shares registered in the name of a member (whether solely or jointly with others) in respect of which such moneys are due and unpaid and upon the proceeds of sale thereof.

- (b) Such lien shall extend to all dividends from time to time declared in respect of such shares.
- (c) Unless otherwise agreed the registration of a transfer of shares shall operate as a waiver of the Company's lien (if any) on such shares.

## 6.2 Lien on Liability to Government

- (a) Whenever any law for the time being of any country, state or place imposes or purports to impose any immediate or future or possible liability on the Company to make any payment or empowers any government or taxing authority or government official to require the Company to make any payment in respect of any share registered in the name of any member (whether solely or jointly with others) or in respect of any dividends or other moneys paid or due or payable or which may become due or payable to such member by the Company on or in respect of any such shares the Company in such case:
  - (i) is fully indemnified by that member or that member's executor or administrator from all such liability;
  - (ii) has a lien on the shares registered in the name of that member for all money paid or payable by the Company in respect of such shares under or in consequence of any such law together with interest at the rate, not exceeding 20% per annum, determined by the Directors from the date of payment to the date of repayment;
  - (iii) has a lien on all dividends, rights and other moneys or distributions payable in respect of the shares registered in the name of such member for all moneys paid or payable by the Company in respect of such shares or in respect of such dividends or other moneys under or in consequence of any such law together with interest at the rate, not exceeding 20% per annum, determined by the Directors from the date of payment to the date of repayment and may deduct or set off against any such dividends or other moneys any moneys paid or payable by the Company as aforesaid together with interest as aforesaid;
  - (iv) may recover as a debt due from such member or that member's executor or administrator wherever constituted or situated any moneys paid by the Company under any such law; and
  - (v) may if any such money is paid or payable by the Company under any such law refuse to register a transfer of any shares by any such member or that member's executor or administrator until such money and interest have been set off or deducted as aforesaid or have been otherwise paid to the Company.
- (b) Nothing in these Articles prejudices or affects any right or remedy which any such law may confer on the Company and as between the Company and every such member, that member's executors, administrator and estate wherever constituted or situated any right or remedy which such law confers on the Company is enforceable by the Company.

### 6.3 Sale of Shares Subject to Lien

For the purpose of enforcing any lien as aforesaid the Directors may sell the shares subject thereto in such manner as they think fit; but subject to **Article 6.2(a)** no sale shall be made until notice in writing of the intention to sell shall have been served on the member or his executors or administrators (as the case may be) and default shall have been made by him or them in the payment fulfilment or discharge of such debts or liabilities for ten business days after such notice.

### 6.4 Proceeds of Sale

The proceeds of any sale reissue or other disposal after forfeiture or sale on enforcing a lien less the costs of such sale shall be applied in or towards payment or satisfaction of the said calls, interest, expenses, moneys paid or liabilities and the residue (if any) shall be paid to the member or his executors administrators or assigns (as the case may be) or as he or they severally may direct.

### 6.5 Transfer on Sale Under Lien

- (a) For the purpose of giving effect to a sale or other disposal after forfeiture or on enforcing a lien, the Company may receive the consideration (if any) given for the share so sold and may (if required) execute a transfer of the share sold in favour of the person to whom the share is sold or where the transfer of shares is to be effected as a SCH-regulated transfer, the Company may do all such things as may be necessary or appropriate for it to do to effect the transfer.
- (b) The title of the transferee to the share is not affected by any irregularity or invalidity in connection with the sale of the share and the remedy of any person aggrieved by the sale or other disposal shall be in damages only and against the Company exclusively.

### 6.6 Exemptions from Lien

The Directors may at any time declare any share to be wholly or in part exempt from any lien of the Company.

## 7. TRANSFER OF SHARES

### 7.1 Registration of Transfer

- (a) No transfer (other than a transfer under an Electronic Transfer System) shall be registered unless a proper instrument of transfer has been delivered to the Company.
- (b) Except as provided by the Corporations Law the instrument of transfer of any shares shall be signed by the transferor and (if required by the Company) by the transferee.
- (c) For the purposes of **Article 7.1(a)**, the instrument of transfer shall be deemed to have been signed by the transferor where it has been endorsed or validated by the stamp of the transferor's broker or confirmed by the stamp of an institutional participating investor and by the transferee, where it has been endorsed or validated

by the stamp of the transferee's broker or confirmed by the stamp of an institutional participating investor in accordance with the Listing Rules.

## 7.2 Refusal to Register

- (a) The Directors shall not fail or decline to register any transfer of shares in registrable form unless -
  - (i) the Company has a lien upon them; or
  - (ii) the Directors are otherwise so permitted by the Listing Rules.
- (b) The Company shall refuse to acknowledge, deal with, accept or register any sale, assignment or transfer of securities classified by the Home Exchange as Restricted securities which is or might be in breach of the Listing Rules or any escrow agreement entered into by the Company under the Listing Rules in relation to such Restricted securities.
- (c) Notwithstanding any other provision of these Articles, the Company must not prevent or interfere with the registration of a transfer of shares in the Company in a manner which is contrary to the provisions of any of the Listing Rules or SCH Business Rules.

## 7.3 Notice of Refusal to Register

- (a) Notice of refusal to register any transfer, containing precise reasons therefor, shall be given in writing to the transferee and to any other person as may be required by the Listing Rules within five (5) business days after the date on which the transfer was lodged with the Company.
- (b) Failure to give such notice will not invalidate the decision of the Directors.

## 7.4 Share Ownership

- (a) Except in the case of a proper SCH transfer, the transferor shall be deemed to remain the holder of a share until the name of the transferee is entered in the Register in respect thereof.
- (b) The right to any dividends declared on any shares subject to a transfer will be determined by reference to the record date for the purposes of that dividend, the date of registration of the transfer and the SCH Business Rules.

## 7.5 Transfer Procedure

- (a) Shares may be transferred in writing in any usual form or in any other form approved either by the Directors or by the Exchange.
- (b) In the case of a SCH-regulated transfer the Company must comply with such obligations as may be imposed on it by the Listing Rules and SCH Business Rules in connection with any transfer of shares.

## 7.6 Instrument of Transfer

- (a) Every instrument of transfer shall be left at the Office or in the place where a share register is kept accompanied by the certificate in respect of the shares to be transferred, where such a certificate has been issued and has not subsequently been cancelled, and such other evidence as the Directors may require to prove the title of the transferor or his right to transfer the shares.
- (b) All instruments of transfer which are registered shall be retained by the Company but any instrument of transfer which the Directors decline or refuse to register shall (except in the case of fraud) on demand be returned to the transferee.

## 7.7 Suspension of Registration of Transfers

- (a) The transfer books and register of members and debenture holders may be closed during such time or times as the Directors think fit provided that no such book or register shall be closed for more than thirty days in the aggregate in any calendar year.
- (b) Unless otherwise provided by the Listing Rules, at least nine (9) business days notice in writing of the intended books closing date pursuant to **Article 7.7(a)** and the reasons therefor shall be given to the Home Exchange.
- (c) Closure of the transfer books and register of members and debenture holders must be effected in accordance with the Listing Rules and SCH Business Rules.

## 8. TRANSMISSION OF SHARES AND TRUSTS

### 8.1 Recognition of Title

- (a) The executors or administrators of a deceased member (not being one of several joint holders) shall be the only persons recognised by the Company as having any title to the shares registered in the name of such member or any benefits accruing in respect thereof.
- (b) In the case of the death of any one or more of the joint registered holders of any shares the survivors shall be the only persons recognised by the Company as having any title to or interest in such shares or any benefits accruing in respect thereof.
- (c) Nothing herein contained shall be taken to release the estate of a deceased joint holder from any liability in respect of any shares so held.

### 8.2 Person Entitled Upon Death or Bankruptcy

Any person becoming entitled to shares in consequence of -

- (a) the death or bankruptcy of any member; or
- (b) any member through mental or physical infirmity becoming incapable of managing his affairs,

may, upon producing proper evidence that he sustains the character in respect of which he proposes to act under this Article or of his title and with the consent of the Directors (which they shall not be under any obligation to give), be registered as a member in respect of such shares or may, subject to the Articles as to transfers being contained, transfer such shares.

### 8.3 Rights of Personal Representatives

- (a) A person becoming entitled to a share in the circumstances referred to in **Article 8.2** shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the share except that he shall not before being registered as a holder of the share be entitled in respect of it to exercise any right conferred by membership in relation to general meetings.
- (b) In the case of a Market Transfer the provisions of this Article are subject to any such obligation as may be imposed on the Company or the person entitled to the shares in the death or bankruptcy of the member by the Listing Rules, SCH Business Rules or any law.

### 8.4 Notice of Trusts

Except as provided by Part 6.8 of the Corporations Law no notice of any trust, whether express implied or constructive shall be entered on the Register and no liabilities shall be affected by anything done pursuant to Part 6.8 of the Corporations Law and the Company shall not be affected with notice of any trust by anything so done.

## 9. ALTERATION OF CAPITAL

### 9.1 Alteration of Share Capital

The Company may by ordinary resolution passed at a general meeting alter the provisions of its Memorandum in any one or more of the following ways -

- (i) by increasing its share capital by the creation of new shares of such amount as it thinks expedient;
- (ii) by consolidating and dividing all or any of its share capital into shares of larger amount than its existing shares;
- (iii) by subdividing its shares or any of them into shares of smaller amount than is fixed by the Memorandum but so that in the subdivision the proportion between the amount paid and the amount (if any) unpaid on each share of a smaller amount shall be the same as it was in the case of the share from which the share of a smaller amount is derived; or
- (iv) by cancelling shares that, at the date of the passing of the resolution to that effect, have not been taken or agreed to be taken by any person or that have been forfeited and by reducing the amount of the Company's share capital by the amount of the shares so cancelled.

## 9.2 **Issues at a Premium or a Discount**

A general meeting may before the issue of any new shares determine that the same or any of them shall be offered in the first instance and either at par or at a premium or at a discount to all the then holders of any class of shares in proportion to the amount of the capital held by them or make any other provisions as to the issue of the new shares.

## 9.3 **Reduction of Capital**

Subject to the Corporations Law and the Listing Rules the Company may by special resolution reduce :

- (a) its share capital;
- (b) any capital redemption reserve fund; or
- (c) any share premium account.

## 9.4 **Buy-Back Authorisation**

- (a) Subject to the Corporations Law and the Listing Rules, the Company may buy ordinary shares in the Company on terms decided by the Directors.
- (b) This Article ceases to have effect on the day 3 years after the latest of the adoption of these Articles and last renewal of this Article.

## 10. **VARIATION OF SHAREHOLDERS' RIGHTS**

- (a) If at any time the share capital is divided into different classes of shares the rights attached to any class may be varied or abrogated (unless otherwise provided by these Articles or by the terms of issue of the shares of that class) with the consent in writing of the holders of three-fourths of the issued shares included in that class or with the sanction of a special resolution passed at a meeting of the holders of those shares.
- (b) The provisions from time to time contained in these Articles as to meetings shall *mutatis mutandis* apply to every such meeting but so that the necessary quorum shall be two persons at least holding or representing by proxy one-fourth of the issued shares of the class.
- (c) Any holder of shares of the class present in person or by proxy may demand a poll.

## 11. **BORROWING POWERS**

### 11.1 **Directors Exercise of Borrowing Powers**

The Directors may from time to time at their discretion exercise all the powers of the Company to borrow or raise or secure the payment of money and to guarantee or to become liable for the payment of money or for the performance of any obligations by any company or person whatsoever or whomsoever.

## 11.2 Issue of Security

The Directors may exercise the powers conferred by **Article 11.1** in such manner and upon such terms and conditions in all respects as they think fit and in particular by the issue of perpetual or redeemable debentures or any charge, bill of sale or other security on the whole or any part of the property of the Company (both present and future) including its uncalled capital for the time being.

## 11.3 Debentures

Any debentures may be issued at a discount, premium or otherwise and with any special privileges as to redemption surrender drawings allotment of shares attending at general meetings of the Company and otherwise.

## 11.4 Assignment of Securities

Debentures or other securities may be made assignable free from any equities between the Company and the person to whom the same may be issued.

## 11.5 Commission

The Company may at any time pay a commission to any person for subscribing or agreeing to subscribe or procuring or agreeing to procure subscriptions for any debentures of the Company provided that the rate of commission shall not exceed 10% of the nominal value of the debentures in each case subscribed or agreed to be subscribed.

## 11.6 Indemnity for Directors

If the Directors or any of them or any other person shall become or be about to become personally liable for the payment of any sum due from the Company the Directors may execute or cause to be executed any mortgage charge bill of sale or security over or affecting the whole or any part of the assets of the Company by way of indemnity to secure the Directors or persons so becoming liable as aforesaid from any loss in respect of such liability.

## 12. GENERAL MEETINGS

### 12.1 Convening of General Meetings

- (a) The Directors may whenever they think fit convene a general meeting.
- (b) The Directors shall convene a general meeting on a requisition of members as provided by the Corporations Law.

### 12.2 Annual General Meetings

Annual general meetings shall be held in compliance with the Corporations Law and the Listing Rules.

**12.3 Amount of Notice**

Where it is proposed to pass a special resolution not less than 21 days' notice and in other cases not less than 14 days' notice of a general meeting shall be given to the members.

**12.4 Requirements of Notice**

A notice of a general meeting shall specify the place day and hour of meeting and in the case of special business the general nature of that business and in the case of an election of Directors the names of the candidates for election.

**12.5 Notice to Exchange**

The Company shall give the Home Exchange notice in writing at least:

- (i) in the case of any general meeting at which Directors will be elected - five (5) business days before the closing date for the receipt of nominations for the election to the office of Director;
- (ii) in the case of any other meeting to consider ordinary resolutions only - ten (10) business days before the date of the meeting; and
- (iii) in the case of any other meeting to consider a special resolution - fifteen (15) business days before the date of the meeting.

**12.6 Omission to give Notice**

The accidental omission to give notice of any general meeting to or the non-receipt of any such notice by any of the members shall not invalidate any resolution passed at any such meeting.

**12.7 Notice of Adjournment**

Whenever a general meeting is adjourned for 21 days or more at least 3 days' notice of the place and hour of such adjourned meeting shall be given.

**13. PROCEEDINGS AT GENERAL MEETINGS****13.1 Annual General Meeting**

The business of an annual general meeting shall be:

- (a) to receive and consider the profit and loss account, the balance sheet, and such other accounts reports and statements as are required to be laid before the meeting;
- (b) to elect Directors in the place of those retiring;
- (c) to determine the remuneration of the Directors;
- (d) to declare dividends; and

- (e) to transact any other business which (under these Articles or by the provisions of the Corporations Law) ought to be or may be transacted at an annual general meeting.

### 13.2 Quorum

- (a) Three persons each being either a member or a proxy or attorney of a member or a Representative shall be a quorum for a general meeting.
- (b) No business shall be transacted at any general meeting unless the requisite quorum be present at the commencement of the meeting.

### 13.3 Chairman

- (a) The Chairman of Directors or in his absence the Deputy Chairman shall preside as chairman at every general meeting of the Company.
- (b) If there is no such Chairman or Deputy Chairman or if at any general meeting neither the Chairman nor the Deputy Chairman shall be present at the time appointed for holding the meeting or willing to act the Director or Directors present may choose a Director (other than the Chairman or the Deputy Chairman) as chairman.
- (c) If no Director be present or if all Directors present decline to take the chair then the members present shall choose one of their number to be chairman.

### 13.4 No Quorum Present

If at the expiration of half an hour from the time appointed for a general meeting a quorum is not present, the meeting if convened by the Directors upon a requisition of members or by such requisitionists as is provided by the Corporations Law shall be dissolved but in any other case it shall stand adjourned to such other day time and place as the Directors may by notice to the shareholders appoint but failing such appointment then to the same day in the next week at the same time and place as the meeting adjourned.

### 13.5 No Quorum Present at Adjourned Meeting

- (a) If at any adjourned general meeting a quorum is not present at the expiration of half an hour from the time appointed for such adjourned meeting then notwithstanding **Article 13.2**, two persons, each being either a member or a proxy of a member or a Representative shall be a quorum.
- (b) If two such persons are not present, the meeting shall be dissolved.

### 13.6 Demand for a Poll

At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless (before or on the declaration of the result of the show of hands) a poll is demanded -

- (i) by the chairman;

- (ii) by at least three members, present in person or by attorney or proxy or by a Representative, having the right to vote at the meeting;
- (iii) by any member or members, present in person or by attorney or proxy or by a Representative, who are together entitled to not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting; or
- (iv) by a member or members, present in person or by attorney or proxy or by a Representative, holding shares in the Company conferring a right to vote at the meeting being shares on which an aggregate sum has been paid up equal to not less than one-tenth of the total sum paid up on all the shares conferring that right.

### 13.7 Evidence of Resolution

A declaration by the chairman that a resolution has on a show of hands been carried or carried by a particular majority or lost or not carried by a particular majority and an entry to that effect in the book of proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.

### 13.8 Procedure for a Poll

- (a) If a poll has been demanded as aforesaid it shall be taken in such manner and at such time and place as the chairman of the general meeting directs and either at once or after an interval or adjournment or otherwise.
- (b) The result of the poll shall be deemed to be the resolution of the general meeting at which the poll was demanded.
- (c) The demand for a poll may be withdrawn.

### 13.9 Continuance of Meeting

- (a) The demand for a poll shall not prevent the continuance of the meeting or the transaction of any business other than the question on which a poll has been demanded.
- (b) No poll shall be demanded on the election of a chairman of a general meeting or on a question of adjournment of a general meeting.

### 13.10 Adjournment of Meeting

The chairman of a general meeting may with the consent of the meeting (and shall if so directed by the meeting) adjourn the same from time to time and from place to place but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

## 14. VOTES OF MEMBERS

### 14.1 Voting

Subject to any special rights or restrictions for the time being attaching to any class of shares in the capital of the Company and to the Listing Rules -

- (a) on a show of hands every member personally present or deemed by the Corporations Law to be personally present shall have one vote;
- (b) on a poll every member (not being a corporation) present in person or by attorney or proxy and every member (being a corporation) present by a Representative or by attorney or proxy shall have one vote for every share held by him or it provided that
  - (i) if at any time there is on issue any share which has not been fully paid up as to both par value and premium (if any) such share shall upon a poll confer only that fraction of one vote which the amount paid up on that share on account of par value and premium (excluding any amounts paid up in advance of the due date for payment thereof) bears to the total issue price thereof; and
  - (ii) if the total of the whole votes and fractions of votes to which a member is entitled on a poll shall not constitute a whole number then the fractional part thereof shall be disregarded.
- (c) Notwithstanding this **Article 14.1** a holder of shares shall not be entitled to be present or to vote at any general meeting on any question or be reckoned in a quorum in respect of any share or shares upon which any calls due to the Company have not been paid.
- (d) In the case of any dispute as to the admission or rejection of a vote the Chairman may determine the dispute and such determination shall be conclusive.

### 14.2 Objection to a Vote

- (a) No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered and every vote not disallowed at such meeting shall be valid for all purposes.
- (b) Any such objection made in due time shall be referred to the chairman of the meeting whose decision made in good faith shall be final and conclusive.

### 14.3 Casting Vote

In the case of an equality of votes the chairman shall both on a show of hands and on a poll have a casting vote in addition to the vote or votes to which he may be entitled as a member.

#### 14.4 **Joint Holders**

- (a) Where there are joint registered holders of any shares any one of such persons may vote at any general meeting either personally or by proxy or by Representative in respect of such shares as if he were solely entitled thereto;
- (b) If more than one of such joint holders be present at any general meeting personally or by proxy or by representative that one whose name stands first in the register in respect of such shares shall alone be entitled to vote in respect thereof.
- (c) Several executors or administrators of a deceased member in whose sole name any shares stand shall for the purposes of this Article be deemed joint holders thereof.

#### 14.5 **Proxy**

- (a) A member who is entitled to attend and vote at a general meeting of the Company or at a meeting of any class of members of the Company is entitled to appoint not more than two other persons (whether members or not) as his proxy or proxies to attend and vote instead of the member at the meeting.
- (b) A proxy has the same right to speak at a meeting as his appointor would have had if personally present.
- (c) Where a member appoints two proxies, the appointment is of no effect unless each proxy is appointed to represent a specified proportion of the member's voting rights.

#### 14.6 **Appointment of Proxy**

An instrument appointing a proxy shall be in writing under the hand of the appointor or of his attorney duly authorised in writing or if such appointor is a corporation under its common seal or the hand of its attorney duly authorised and may contain directions as to the manner in which the proxy shall vote in respect of any particular resolution or resolutions.

#### 14.7 **Instrument appointing a Proxy**

An instrument appointing a proxy and the power of attorney (if any) under which it is signed shall be deposited at the Office or at such other offices of the Company as may be specified in the Notice of Meeting prior to the time and date determined by the Directors and specified in the Notice of Meeting, provided that such time and date is not more than 48 hours before the relevant meeting.

#### 14.8 **Validity of Proxy**

A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death of the principal or revocation of the proxy or transfer of the share in respect of which the vote is given provided no intimation in writing of the death revocation or transfer shall have been received at the Office or by the chairman of the general meeting before the vote is given.

#### 14.9 Form of Proxy

- (a) Any form of proxy forwarded to members in respect of a proposed general meeting of members shall make provision for the member to indicate whether he wishes to vote for or against any resolution and shall be blank so far as the person primarily to be appointed as proxy is concerned.
- (b) Subject to the Listing Rules, every instrument of proxy whether for a specified meeting or otherwise shall be in such form as the Directors may from time to time prescribe or accept.
- (c) Any instrument of proxy in which the name of the appointee is not filled in shall be deemed to be given in favour of the chairman of the meeting to which it relates or to such other Director as the Directors shall determine.

#### 14.10 Appointment of Representative

- (a) Any Corporation which is a member of the Company may by a resolution of its Directors or other governing body:
  - (i) authorise such person as it thinks fit to act as its representative at all or any meetings (whether of the Company or of any class of members of the Company) to be held during the continuance of the authority; and
  - (ii) the person so authorised shall be entitled to exercise the same powers on behalf of the Corporation which he represents as that Corporation could exercise if it were a natural person who was a member of the Company.
- (b) A certificate under the seal of the Corporation or such other document as the Chairman in his sole discretion considers sufficient ("a Certificate") shall be prima facie evidence of the appointment or of the revocation of the appointment (as the case may be) of a representative pursuant to this Article.
- (c) A representative shall not be entitled to exercise nor purport to exercise any powers pursuant to a Certificate unless the Certificate shall have been produced to the Company's Officers or auditors prior to or upon gaining admission to the relevant meeting.

#### 14.11 Attorneys

A member who wishes to be represented at a meeting of members by an attorney shall not be entitled to be so represented unless the power of attorney or other document evidencing the appointment of the attorney shall be produced to the Company's officers or auditors prior to or upon gaining admission to the relevant meeting.

### 15. DIRECTORS

#### 15.1 Number of Directors

Until otherwise determined by a general meeting the number of Directors shall be not less than 3 nor more than 15 and a general meeting shall have power from time to time to increase or reduce the number of Directors in office.

## 15.2 No Share Qualification Required

- (a) A Director need not be a member of the Company.
- (b) A Director shall however be entitled to receive all notices to be served or given pursuant to **Article 12.3** and shall be entitled to attend and speak at all meetings the subject of such notices and at every meeting of the holders of every class of shares.

## 15.3 Appointment of Directors

- (a) The Directors shall have power at any time and from time to time to appoint any other qualified person as a Director either to fill a casual vacancy or as an addition to the Directors but so that the total number of Directors shall not at any time exceed the maximum number fixed by these Articles.
- (b) Any Director so appointed shall retire at the next following general meeting of the Company and shall then be eligible for re-election.

## 15.4 Resignation

A Director may resign from his office upon giving one week's notice in writing to the Company of his intention so to do and such resignation shall take effect upon the expiration of such notice or its earlier acceptance.

## 15.5 Remuneration of Non-Executive Directors

- (a) The Directors (other than the Managing Director or any other full-time executive Directors) shall be paid out of the funds of the Company by way of remuneration for their services, subject to the Listing Rules such fixed sum (not being a commission on or percentage of profits or of operating revenue) unless otherwise determined from time to time by the Company in general meeting, such sum as the Directors shall from time to time determine divided among the Directors in such proportions and in such manner as the Directors may determine and in default of such determination, equally.
- (b) The remuneration of the said Directors shall not be increased except at a general meeting convened by a notice specifying the intention to propose such increase, the amount of the increase and the maximum sum that may be paid.
- (c) The Directors shall be paid their reasonable travelling, accommodation and other expenses incurred in consequence of their attendance at meetings of Directors or general meetings of the Company and otherwise in the execution of their duties as Directors.
- (d) Subject to compliance with Section 237 of the Corporations Law the Directors may:
  - (i) on or within a reasonable time after a person ceases to be a Director of the Company or a Related Corporation whether by retirement, death or otherwise, make on behalf of the Company a lump sum payment or other allowance in respect of past services to such Director or to the widow,

dependants, or legal personal representatives of such Director (in such proportions as the Directors may determine); and

- (ii) cause the Company to enter into a contract with a Director for the purpose of providing for or giving effect to such payment.
- (e) For the purposes of this **Article 15.5** "dependant" means a person who in the opinion of the Directors was financially dependent upon a Director at the time of the death of such Director.

#### 15.6 **Additional Remuneration**

If any Director being willing shall be called upon to perform extra services or to make any special exertions in going or residing abroad or otherwise for any of the purposes of the Company the Company may pay additional remuneration to such Director in such sum as shall be determined by the Directors provided that such additional remuneration shall not be by way of commission on or percentage of operating revenue nor, except in the case of a full time executive Director, by way of commission on or percentage of profits.

#### 15.7 **Vacancies**

The continuing Directors may act notwithstanding any vacancy in their body but for so long as the number of Directors is below the minimum fixed by these Articles the Directors shall not act except in emergencies or for the purpose of filling up vacancies or of summoning a general meeting of the Company.

#### 15.8 **Vacation of Office**

The office of a Director shall ipso facto be vacated if he -

- (i) 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;
- (ii) absents himself from the meetings of the Directors for a continuous period of three months without special leave of absence from the Directors;
- (iii) resigns his office in accordance with **Article 15.4**;
- (iv) is removed under the provisions of **Article 17.6**;
- (v) ceases to be a Director by virtue of **Article 17.2**; or
- (vi) otherwise ceases to be a Director by virtue of the Corporations Law.

#### 15.9 **Retirement**

The office of a Director shall become vacant at the conclusion of the first annual general meeting commencing after the Director attains the age of 72 years.

## 16. DIRECTORS' CONTRACTS WITH COMPANY

### 16.1 Holding of Office

- (a) A Director may hold any other office or place of profit under the Company (except that of Auditor).
- (b) Any Director may (subject to the Corporations Law and the Listing Rules):
  - (i) be or become a director of or otherwise hold office or a place of profit in any other company promoted by the Company or in which the Company may be interested as vendor, shareholder or otherwise;
  - (ii) contract or make any arrangement with the Company whether as vendor, purchaser, broker, solicitor or accountant or other professional person or otherwise and any contract or arrangement entered or to be entered into by or on behalf of the Company in which any director is in any way interested if not avoided for that reason; and
  - (iii) participate in any association, institution, fund, trust or scheme for past or present employees or directors of the Company, a related body corporate or any of their respective predecessors in business or their dependants or persons connected with them.

### 16.2 Interests of Directors

- (a) Subject to the provisions of the Corporations Law and the Listing Rules:
  - (i) no Director shall be disqualified by his office from holding any office or place of profit (except that of auditor) under the Company or under any company in which the Company shall be a shareholder or otherwise or from contracting with the Company either as vendor purchaser or otherwise;
  - (ii) nor shall any such contract or any contract or arrangement entered into by or on behalf of the Company in which any Director shall be in any way interested be avoided;
  - (iii) nor shall any Director be liable to account to the Company for any profit arising from any such office or place of profit or realised by any such contract or arrangement by reason only of such Director holding that office or of the fiduciary relations thereby established.
- (b) The nature of a Director's interest in any contract, agreement or arrangement shall be declared by him as soon as practicable after the relevant facts have come to his knowledge, at a meeting of the Directors.
- (c) A Director who has a material personal interest in a matter that is being considered at a meeting of Directors shall not:
  - (i) vote on the matter; nor
  - (ii) be present while the matter is being considered at a meeting; nor

- (iii) be counted in a quorum during consideration of the matter.
- (d) A Director may be appointed as the Director in whose presence the Seal of the Company is to be affixed to any instrument notwithstanding that he is interested in the contract or arrangement to which the instrument relates.
- (e) It shall be the duty of the Secretary to record in the minutes any disclosures given by a Director in pursuance of this Article.
- (f) The Company must advise the Exchange without delay of any material contract involving Directors interests in accordance with the Listing Rules.

## 17. ROTATION OF DIRECTORS

### 17.1 Retirement

- (a) At every annual general meeting one third of the "relevant Directors" or if their number is not a multiple of three then the number nearest to one third shall retire from office and be eligible for re-election provided that if and so long as there are less than three "relevant Directors" then one "relevant Director" shall retire each year.
- (b) For the foregoing purposes all Directors are "relevant Directors" except for any Director or Directors who by reason of **Article 15.3** holds or hold office only until that annual general meeting or who by reason of or pursuant to **Article 15.9** read with Section 228 of the Corporations Law may hold or continue to hold office only until the conclusion of that annual general meeting and except for any one Managing Director.
- (c) Notwithstanding the foregoing provisions of this Article each Director (other than a Managing Director) must retire from office no later than at the third annual general meeting following his last election or appointment but may submit himself for and shall be eligible for re-election.
- (d) The one third or other nearest number to retire as aforesaid shall be the one third or other nearest number who have been longest in office.
- (e) As between two or more who have been in office an equal length of time, the Directors to retire shall, in default of agreement between them, be determined by lot.
- (f) The length of time a Director has been in office shall be computed from his last election or appointment by a general meeting, where he has previously vacated office.

### 17.2 Executive Directors

- (a) A Director who is also a full time executive of the Company or a Related Corporation (including a Managing Director) shall cease to be a Director when he is no longer a full time executive of either the Company or of a Related Corporation).

- (b) A person ceasing to be a Director by virtue of the provisions of this Article shall not thereby be rendered ineligible for appointment or election as a Director under any other Article.

### 17.3 Time of Retirement

- (a) A retiring Director shall retain office until the dissolution or adjournment of the general meeting at which he retires.
- (b) A retiring Director shall be eligible for re-election.

### 17.4 Vacated Offices

The Company at any general meeting at which any Director retires or at the conclusion of which any Director ceases to hold office may subject to the provisions of these Articles fill up all or any of the vacated offices by electing a like number of persons to be Directors.

### 17.5 Continuation in Office

If at any annual general meeting at which an election of Directors ought to take place the place of any Director retiring is not filled up he shall if willing continue in office until the next annual general meeting and so on from year to year until his place is filled up unless it shall be determined at such meeting to reduce the number of Directors in office or unless a resolution for the re-election of such Director shall have been put to the meeting and lost.

### 17.6 Removal of Directors

Subject to the Corporations Law a general meeting may by ordinary resolution remove any Director before the expiration of his period of office and on due notice may by like resolution appoint another qualified person in his stead.

### 17.7 Nominations

- (a) No person other than a retiring Director shall be eligible for election to the office of Director at any general meeting unless in the case of a person whose nomination is recommended by the Directors, at least 14 days, and in any other case, at least thirty business days before the meeting there shall have been left at the Office:
  - (i) a notice in writing signed by a member duly entitled to attend and vote at the meeting for which such notice is given of his intention to propose such person for election; and
  - (ii) a notice in writing signed by that person of his willingness to be elected.
- (b) A member duly entitled to attend and vote at the meeting may propose himself for election.

## **18. MANAGING DIRECTOR**

### **18.1 Appointment of Managing Director**

The Directors may from time to time appoint one or more of their body to be Managing Director or Managing Directors of the Company either for a fixed term not exceeding five years or without any limitation as to the period for which he or they is or are to hold such office and may from time to time (subject to the provisions of any contract between him or them and the Company) remove or dismiss him or them from such office and appoint another or others in his or their place or places.

### **18.2 Not Subject to Rotation**

- (a) Notwithstanding anything in these Articles, a sole Managing Director shall not while he continues to hold that office be subject to retirement by rotation.
- (b) A sole Managing Director shall not be taken into account in determining the rotation of retirement of Directors or the number of Directors to retire.
- (c) Subject to the provisions of any contract between a Managing Director and the Company a Managing Director shall be subject to the same provisions as to resignation and removal as the other Directors of the Company.
- (d) A Managing Director shall ipso facto and immediately cease to be a Managing Director if he ceases to hold the office of Director from any cause.

### **18.3 Remuneration of Managing Director**

The remuneration of a Managing Director and also of any other full time executive director shall subject to the provisions of any contract between him and the Company from time to time be fixed by the Directors and may be by way of fixed salary or commission on or percentage of profits of the Company or of any other company in which the Company is interested but shall not be by way of commission on or percentage of operating revenue.

### **18.4 Powers of Managing Director**

- (a) The Directors may from time to time entrust to and confer upon a Managing Director for the time being such of the powers exercisable under these Articles by the Directors as they may think fit and may confer such powers for such time and to be exercised for such objects and purposes and upon such terms and conditions and with such restrictions as they think expedient.
- (b) The Directors may confer such powers either collaterally with or to the exclusion of and in substitution for all or any of the powers of the Directors in that behalf and may from time to time revoke withdraw alter or vary all or any of such powers.
- (c) Notwithstanding anything contained herein every Managing Director shall at all times and in all respects be subject to the control of the Directors.

## 19. PROCEEDINGS OF DIRECTORS

### 19.1 Meetings of Directors

The Directors may meet together for the dispatch of business either in person or by telephone or by any other means which permits instantaneous communication and they may adjourn and otherwise regulate their meetings as they think fit.

### 19.2 Quorum

- (a) The Directors may from time to time determine the quorum necessary for the transaction of business.
- (b) Until otherwise determined three persons each of whom is a Director or Alternate Director shall be a quorum.

### 19.3 Convening of Meetings

- (a) A Director may at any time and the Secretary upon the request of a Director shall convene a meeting of the Directors.
- (b) Notice of every Directors' meeting shall be given to each Director and Alternate Director who is within Australia but it shall not be necessary to give such notice to any Director or Alternate Director who is outside Australia.
- (c) The accidental omission to give notice of any meeting of Directors to or the non-receipt of any such notice by any of the Directors shall not invalidate any resolution passed at any such meeting.

### 19.4 Voting

- (a) Questions arising at any meeting of the Directors shall be decided by a majority of votes and subject to the provisions of **Article 16** each Director shall have one vote.
- (b) A person who is an Alternate Director shall be entitled (in addition to his own vote if he is a Director) to one vote on behalf of each Director whom he represents as an Alternate Director at the meeting and who is not personally present.
- (c) In case of an equality of votes the Chairman shall have a second or casting vote except in cases where only two Directors are competent to vote on the question at issue in which case a motion on which the voting for and against is equal shall be declared lost.

### 19.5 Chairman

- (a) The Directors may elect a Chairman of Directors.
- (b) The Directors may also elect a Deputy Chairman who in the absence of the Chairman of a meeting of the Directors may exercise all the powers and authorities of the Chairman.
- (c) If no Chairman or Deputy Chairman is elected or if at any meeting the Chairman or Deputy Chairman is not present within half an hour of the time appointed for

holding the same the Directors present shall choose one of their number to be chairman of the meeting.

- (d) The Chairman and the Deputy Chairman shall hold office until otherwise determined by the Directors or until they cease to be Directors provided that when a Director who is the Chairman or Deputy Chairman retires at an annual general meeting either by rotation or otherwise and is reappointed or re-elected as a Director at such meeting he shall not ipso facto cease to be the Chairman or Deputy Chairman as the case may be.

#### 19.6 Powers of Meeting

A meeting of the Directors at which a quorum is present shall be competent to exercise all or any of the authorities powers and discretions by or under these Articles for the time being vested in or exercisable by the Directors generally.

#### 19.7 Delegation of Powers to a Committee

- (a) The Directors may delegate any of their powers to committees consisting of such member or members of their body as they think fit and may from time to time revoke such delegation.
- (b) Any committee so formed shall in the exercise of the powers so delegated conform to any regulations that may from time to time be imposed upon it by the Directors.
- (c) The meetings and proceedings of such committee consisting of two or more members shall be governed mutatis mutandis by the provisions herein contained for regulating the meetings and proceedings of the Directors so far as the same are not inconsistent with any regulations made by the Directors under this clause provided that where a committee consists of two or more members a quorum shall be any two members or such larger number as the committee itself determines.

#### 19.8 Validity of Acts

All acts done at any meeting of the Directors or of a committee of Directors or by any person acting as a Director shall notwithstanding that it shall afterwards be discovered that there was some defect in the appointment of a Director or of the committee or of the person acting as aforesaid or that any Director was disqualified or not entitled to vote be as valid as if every such person or committee had been duly appointed and every Director was qualified and entitled to vote.

#### 19.9 Resolutions in Writing

- (a) If all the Directors entitled to receive notice of a directors meeting have signed a document containing a statement that they are in favour of a resolution of the Directors in terms set out in the document, a resolution in those terms shall be deemed to have been passed at a meeting of the Directors held on the day on which the document was signed and at the time at which the document was last signed by a Director or, if the Directors signed the document on different days, on the day on which and at the time at which the document was last signed by a Director.

- (b) For the purposes of **Article 19.9(a)**, two or more separate documents containing statements in identical terms each of which is signed by one or more Directors shall together be deemed to constitute one document containing a statement in those terms signed by those Directors on the respective days on which they signed the separate documents.
- (c) A document may for the purposes of this **Article 19.9** be in the form of a cablegram, radiogram, telegram, facsimile or telex.
- (d) A resolution signed by an Alternate Director need not also be signed by his appointor and, if it is signed by a Director who has appointed an Alternate Director, it need not be signed by the Alternate Director in that capacity.

## **20. ALTERNATE DIRECTOR**

### **20.1 Appointment and Powers**

- (a) Each Director shall have power from time to time to appoint any person (not being an auditor or a partner or employer or employee of an auditor of the Company) to be an Alternate Director in his place during such times and from time to time as he shall appoint and shall have power at his discretion to remove such Alternate Director.
- (b) Any appointment or removal as aforesaid shall be effected by telegram telex facsimile or other notice in writing to the Company.
- (c) An Alternate Director may act in the place of the Director who appointed him and shall be entitled to:
  - (i) attend any meeting of the Directors (whether or not the Director who appointed him is also present); and
  - (ii) vote at such meetings except while the Director who appointed him is present; and
  - (iii) shall have all the rights and powers (other than those conferred by this Article) and be subject to the duties of the Director he represents; and
  - (iv) shall be subject in all respects to the conditions existing with reference to the other Directors except that he shall not be entitled to be remunerated otherwise than out of the remuneration of the Director who appointed him.
- (d) In respect of such remuneration (if any) the rights of the Alternate Director shall be against the Director who appointed him only and not against the Company.
- (e) An Alternate Director shall be an officer of the Company and shall not be deemed to be the agent of the Director appointing him.
- (f) If the appointee is already a Director of the Company he shall be entitled to vote at meetings of Directors on behalf of the Director appointing him as well as on his own behalf but for the purpose of determining whether a quorum is present shall be counted only once.

- (g) If any Director who has for the time being an Alternate Director shall cease to be a Director the Alternate Director shall thereupon cease to be an Alternate Director provided however that when a Director retires at an annual general meeting either by rotation or otherwise pursuant to these Articles and is re-appointed as a Director at such meeting his Alternate Director (if any) shall not ipso facto cease to be an Alternate Director unless the instrument appointing him as an Alternate Director otherwise provides.
- (h) An Alternate Director need not be a member of the Company.

## 20.2 Instrument of Appointment

Any instrument appointing an Alternate Director shall be in the following form or in such other form as the Directors may in particular cases accept -

### "VILLAGE ROADSHOW LIMITED

I, the undersigned being a Director of the abovenamed Company in pursuance of the power in that behalf contained in the Articles of Association of the Company DO HEREBY NOMINATE AND APPOINT of  
to act as Alternate Director in my place and to exercise and discharge all my duties as a Director.

Signed this                      day of                      19    .",

## 21. ASSOCIATE DIRECTORS

- (a) The Directors may from time to time appoint any person to be an Associate Director and may from time to time cancel any such appointment.
- (b) The Directors may fix determine and vary the powers duties and remuneration of any person so appointed.
- (c) A person so appointed need not be a member of the Company and such person shall not have any right to attend at any meeting of the Directors except by the invitation of the Directors and if he shall attend any such meeting he shall not be reckoned in a quorum and shall not have the right to vote thereat.

## 22. MINUTES

- (a) The Directors shall cause minutes of all proceedings of general meetings and of meetings of its Directors to be duly entered in books kept for the purpose in accordance with the requirements of the Corporations Law.
- (b) Books containing the minutes of proceedings of general meetings shall be open for inspection by any member without charge.

## 23. POWERS AND DUTIES OF DIRECTORS

### 23.1 Powers of Directors

Subject to the Corporations Law and to these Articles, the management of the business of the Company shall be vested in the Directors and the Directors may exercise all such powers and do all such acts and things as the Company is authorised or permitted to exercise and do and as are not hereby or by Statute directed or required to be exercised or done by the Company in general meeting.

### 23.2 Sale of Main Undertaking of Company

- (a) Notwithstanding **Article 23.1** any contract for the sale or disposal of the main undertaking of the Company shall be conditional upon ratification by ordinary resolution passed at a general meeting of the company.
- (b) At any such meeting any person who may benefit (other than in a capacity as a member of the company) from the sale or disposal and any person who for the purposes of Division 2 of Part 1.2 of the Corporations Law would be regarded as a person associated with that person shall not be entitled to vote on the resolution to ratify the sale or disposal.

### 23.3 Powers in relation to Seal

The Directors may exercise all the powers of the Company in relation to any Seal for use outside the State and in relation to branch registers.

### 23.4 Power of Attorney

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

## 24. SECRETARY

- (a) A Secretary or Secretaries shall in accordance with the Corporations Law be appointed by the Directors for such term, at such remuneration and upon such conditions as they may think fit, and any Secretary so appointed may be removed by the Directors.
- (b) The Directors may also at any time appoint a person as an acting Secretary or as a temporary substitute for a Secretary who shall for the purpose of these Articles be deemed to be a "Secretary".

## 25. LOCAL MANAGEMENT

### 25.1 Conferral of Power of Management

The Directors may from time to time provide for the management and transaction of the affairs of the Company in any specified locality whether in the State or elsewhere in such manner as they shall think fit and the provisions contained in **Articles 25.2, 25.3 and 25.4** shall be without prejudice to the general powers conferred by this paragraph.

### 25.2 Establishment of Local Boards

- (a) The Directors from time to time and at any time may establish any local boards, management committees or agencies for managing any of the affairs of the Company in any such specified locality and may appoint any persons to be members of such local boards or any managers or agents and may fix their remuneration.
- (b)
  - (i) The Directors may delegate to any person so appointed any of the powers authorities and discretions for the time being vested in the Directors other than the power of making calls and may authorise the members for the time being of any such local board or any of them to fill up any vacancies therein and to act notwithstanding vacancies; and
  - (ii) any such appointment or delegation may be made on such terms and subject to such conditions as the Directors may think fit and the Directors may at any time remove any person as appointed and may revoke or vary any such delegation.

### 25.3 Power of Attorney

- (a) An appointment of an attorney made under **Article 23.4** may (if the Directors think fit) be made in favour of:
  - (i) the members or any of the members of any local board established as aforesaid; or
  - (ii) in favour of any company or of the members directors nominees or managers of any company or firm; or
  - (iii) in favour of any fluctuating body of persons whether nominated directly or indirectly by the Directors.
- (b) Any such powers or attorney may contain such provisions for the protection or convenience of persons dealing with such attorney or attorneys as the Directors may think fit.

### 25.4 Sub-Delegation

Any such delegates or attorneys as aforesaid may be authorised by the Directors to sub-delegate all or any of the authorities and discretions for the time being vested in them.

**26. BRANCH REGISTER**

- (a) The Company may exercise the powers conferred by Section 214 of the Corporations Law and such powers shall be vested in the Directors.
- (b) The Directors may subject to Section 214 of the Corporations Law make such provisions as they think fit relating thereto and may comply with the requirements of any local law.

**27. THE SEALS****27.1 Safe Custody**

- (a) The Directors shall provide a Seal for the Company and shall provide for the safe custody of that seal which shall only be used by the authority of the Directors or of a committee of the Directors authorised by the Directors in that behalf.
- (b) Every instrument to which the Seal shall be affixed shall subject to any provisions contained in this Article be signed by a Director and shall be countersigned by the Secretary or by another Director or by some other person appointed by the Directors for the purpose.

**27.2 Share Seal**

- (a) The Directors may provide for the Company to have a duplicate seal known as the Share Seal which shall be a facsimile of the Seal with the addition on its face of the words "Share Seal" or "Certificate Seal".
- (b) The only documents on which the Share Seal may be used shall be certificates or other documents relating to securities issued by or options or rights to take up securities of the Company.
- (c) Any such certificate or document may be issued under the Share Seal and if so issued shall be deemed to be sealed with the Seal.
- (d) The Directors may determine the manner in which the Share Seal shall be affixed to or incorporated in any document and by whom such a document shall be signed.

**27.3 Facsimile of Seal**

The Company may have for use in any place outside the State an Official Seal which shall be a facsimile of the Seal with the addition on its face of the name of the place where it is to be used and the following provisions shall have effect -

- (i) the Company may by writing under the Seal authorise any person appointed for the purpose in the relevant place outside the State to affix its Official Seal for such place to any deed or other document to which the Company in such place is a party;
- (ii) the authority of any such agent shall as between the Company and any person dealing with the agent continue during the period (if any) mentioned in the instrument conferring the authority or if no period is therein mentioned then until

notice of the revocation or termination of the agent's appointment shall have been given to the person dealing with him;

- (iii) the person affixing any such Official Seal shall by writing under his hand on the deed or document to which the seal is affixed certify the date and place of affixing the same; and
- (iv) a deed or other document to which any such Official Seal is duly affixed shall bind the Company as if it had been sealed with the Seal of the Company.

#### **27.4 Validity of Facsimile Seal**

The Directors may determine (either generally or in a particular case and in any event subject to such conditions as they think fit) that wherever a signature is required by these Articles on a document to or in which the Seal, the Share Seal or an Official Seal is affixed or incorporated, that requirement shall be satisfied by a facsimile of the signature affixed by mechanical or other means.

### **28. RESERVE FUND AND DIVIDENDS**

#### **28.1 Reserve Fund**

Subject always to the Corporations Law the Directors may before recommending any dividend set aside out of the profits of the Company such sums as they think proper as a reserve fund to be applied, at the discretion of the Directors, for any purpose for which the profits of the Company may be properly applied, including, but not limited to the following:

- (a) to meet contingencies; or
- (b) for equalising dividends; or
- (c) for special dividends; or
- (d) for repairing improving and maintaining any property of the Company; or
- (e) for such other purposes as the Directors shall in their absolute discretion think conducive to the interests of the Company.

#### **28.2 Investment of Reserve Fund**

- (a) (i) The Directors may invest the several sums so set aside upon such investments (other than shares of the Company) as they may think fit; and
- (ii) from time to time deal with and vary such investments; and
- (iii) dispose of all or any part thereof for the benefit of the Company; and
- (iv) may divide the reserve fund into such special funds as they think fit; and

- (v) employ the reserve fund or any part thereof in the business of the Company without being bound to keep the same separate from the other assets.
- (b) Pending any such application the reserves may at the discretion of the Directors be used in the business of the Company or be invested in such investments as the Directors think fit.

### 28.3 Profits Carried Forward

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

### 28.4 Dividends

- (a) The profits of the Company subject to any special rights or restrictions for the time being attaching to any shares and subject to **Articles 4.8** and **28.1** shall be divisible among the members in proportion to the amount of the nominal share capital paid up on the shares held by them respectively at the time as at which entitlements thereto are determined provided always that (subject as aforesaid) any nominal share capital paid up on a share during the period in respect of which a dividend is declared shall only entitle the holder of such share to an apportioned amount of such dividend as from the date of payment.
- (b) A declaration by the Directors as to the amount of profits available for dividend shall be conclusive.

### 28.5 Declaration of Dividends

- (a) A general meeting may declare a dividend to be paid to the members according to their rights and interests in the profits at the time of entitlement to dividend and may fix the times for determining entitlements to and for the payment of the dividend.
- (b) No larger dividend shall be declared than is recommended by the Directors.

### 28.6 Interest on Dividends

No dividend shall carry interest as against the Company.

### 28.7 Interim Dividends

- (a) The Directors may from time to time pay to the members such interim dividends as in their judgement the position of the Company justifies.
- (b) The Directors may also pay any preferential dividends on shares issued upon terms that the preferential dividends thereon shall be payable on fixed dates.
- (c) The payment of any such preferential dividend or interim dividend shall not require the sanction of a general meeting.

### 28.8 Payment of Dividends

- (a) Any general meeting declaring a dividend may resolve that such dividend be paid wholly or in part by the distribution of specific assets including paid up shares in or debentures of the Company or of any other Corporation and the Directors shall give effect to that resolution.
- (b) Where a difficulty arises in regard to such a distribution the Directors may:
  - (i) settle the matter as they consider expedient and fix the values for distribution of the specific assets or any part of those assets; and
  - (ii) may determine that cash payments will be made to any members on the basis of the value so fixed in order to adjust the rights of all parties; and
  - (iii) may vest any such specific assets in trustees as the Directors consider expedient.

### 28.9 Joint Holders

Any one of several persons who are registered as the joint holders of any share may give effectual receipts for all dividends and payments on account of dividends in respect of such shares.

### 28.10 Payment by Cheque

- (a) Unless otherwise directed any dividend may be paid by cheque sent through the post to the:
  - (i) registered address of the member or person entitled; or
  - (ii) in the case of joint holders to the registered address of that one whose name stands first on the Register in respect of the joint holding.
- (b) Every cheque so sent shall be made payable to the person to whom it is sent.

### 28.11 Dividends subject to Lien

The Directors may retain any dividends on which the Company has a lien and may apply the same in or towards satisfaction of the debts liabilities or engagements in respect of which the lien exists.

### 28.12 Retention of Dividends

The Directors may retain the dividends payable upon shares in respect of which any person is under **Article 8.2** entitled to become a member or which any person under that Article is entitled to transfer until such person shall become a member in respect of such shares or shall duly transfer the same.

### 28.13 Transfer of Shares

A transfer of shares shall not pass the right to any dividend declared thereon and the entitlement to which has accrued before the registration of the transfer.

## 28.14 Construction of Works

The Directors may pay interest on capital raised for the construction of works or buildings when and so far as they shall be authorised so to do pursuant to Section 202 of the Corporations Law.

## 28.15 Dividend Reinvestment Plan

- (a) The Company in general meeting may from time to time by ordinary resolution resolve to authorise the Directors to implement and maintain a Plan (the "Dividend Reinvestment Plan") whereby a member may elect, by notice in writing to the Company, that dividends payable by the Company to that member be applied towards the allotment and issue of fully paid ordinary or A Class preference shares in the capital of the Company in accordance with the terms and conditions of the Dividend Reinvestment Plan.
- (b) The Directors may from time to time vary the terms and conditions of the Dividend Reinvestment Plan as and when they consider appropriate and may also suspend or terminate the Dividend Reinvestment Plan.

## 29. CAPITALISATION OF PROFITS

### 29.1 Sums to be Capitalised

- (a) The Directors or, upon the recommendation of the Directors, any general meeting may from time to time resolve that any moneys, investments or other assets forming part of the undivided profits of the Company, standing to the credit of the reserve fund or in the hands of the Company and available for dividend, or any amount representing premiums received on the issue of shares and standing to the credit of the share premium account, be capitalised and distributed amongst shareholders.
- (b) Such distribution shall be made to such shareholders as would be entitled to receive the same if distributed by way of dividend and in the same proportions, on the footing that they become entitled thereto as capital and that all or any part of such capitalised fund be applied on behalf of such shareholders:
  - (i) in paying up in full either at par or at such premium as the resolution may provide any unissued shares or debentures of the Company which shall be distributed accordingly, or
  - (ii) in or towards payment of the uncalled liability on any issued shares or debentures of the Company

and that such distribution or payment shall be accepted by such shareholders in full satisfaction of their interest in the said capitalised sum.

- (c) The resolution may fix the time as at which entitlements to such distributions are determined.

## 29.2 Adjustment of Rights Between Members

For the purposes of giving effect to any resolution under **Article 29.1** the Directors may settle any difficulty which may arise in regard to the distribution as they think expedient and in particular may:

- (i) in cases where shares or debentures become issuable in fractions may issue fractional certificates, make cash payments or declare that fractions be ignored; and
- (ii) authorise any person to make on behalf of all the members entitled to any further shares or debentures upon the capitalisation, an agreement with the Company providing for the issue to them, credited as fully paid up, of any such further shares or debentures or for the payment up by the Company on their behalf of the amounts or any part of the amounts remaining unpaid on their existing shares by the application of their respective proportions of the sum resolved to be capitalised and any agreement made under such authority shall be effective and binding on all members concerned.

## 30. ACCOUNTS

### 30.1 Accounts to be Kept

The Company shall keep or cause to be kept such accounting and other records as will correctly record and explain the transactions and financial position of the Company and shall keep such records in such manner as will enable the preparation from time to time of true and fair accounts of the Company and for such accounts to be conveniently and properly audited in accordance with the requirements of the Corporations Law and the Listing Rules.

### 30.2 Disclosure at Annual General Meeting

At the annual general meeting in every year the Directors shall lay before the Company a profit and loss account and balance sheet for the last financial year of the Company together with such other accounts reports and statements as are required by the Corporations Law.

### 30.3 Notice of Financial Statements

A copy of every document which is by **Article 30.2** required to be laid before each annual general meeting shall be sent to all persons entitled to receive notices of general meetings with the notice of meeting but in any event not later than four months after the end of the financial year.

## 31. AUDITOR

The auditors shall be appointed and may be removed as provided in the Corporations Law and they shall perform such duties and have such rights and powers as may be provided in the Corporations Law and the Listing Rules.

## 32. INSPECTION OF RECORDS

- (a) The Directors shall 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 will be open to the inspection of members other than Directors.
- (b) A member not being a Director does not (except as provided by law or authorised by the Directors) have the right to inspect or to require or receive any information or to require discovery of any record or document of the Company or any information respecting any detail of the Company's trading or business including any matter which is or may be in the nature of a trade secret mystery of trade or secret process relating to the conduct of the business of the Company.

## 33. NOTICES

### 33.1 Notice by Post

- (a) A notice may be served by the Company upon any member either personally or by leaving it for him at his registered place of address or by sending it through the post in a pre-paid letter envelope or wrapper addressed to such member at such registered place of address.
- (b) Each member whose registered place of address is not in the Commonwealth of Australia may from time to time notify in writing to the Company an address in the Commonwealth of Australia which shall be deemed his registered place of address within the meaning of the last preceding paragraph.
- (c) As regards those members who have no registered place of address in the Commonwealth of Australia all notices shall be posted by air-mail.

### 33.2 Notice to Joint Holders

All notices shall with respect to any shares to which persons are jointly entitled be given to whichever of such persons is named first in the Register and notice so given shall be sufficient notice to all holders of such shares.

### 33.3 Notice by Advertisement

Any notice required or allowed to be given by the Company to the members or any of them by advertisement shall unless otherwise stipulated be sufficiently advertised if advertised once in a national newspaper, or a newspaper circulating in each of the States in which the Company conducts its business.

### 33.4 Time of Service of Notice

- (a) Any notice sent by post shall be deemed to have been served on business day following the day on which the letter envelope or wrapper containing the same is posted as aforesaid and in proving such service it shall be sufficient to prove that the letter envelope or wrapper containing the notice was properly addressed and put into the post office or other public postal receptacle.

- (b) A certificate in writing signed by any manager Secretary or other officer of the company that the letter envelope or wrapper containing the notice was so addressed and posted shall be conclusive evidence thereof.

### 33.5 Sufficient Service Deemed

- (a) Any notice or document sent by post to or left at the registered address of any member in pursuance of these Articles shall notwithstanding such member be then deceased and whether or not the Company has notice of his decease be deemed to have been duly served in respect of any shares whether held solely or jointly with other persons by such member until some other person be registered in his stead as the holder or joint holder thereof.
- (b) Such service shall for all purposes of these Articles be deemed a sufficient service of such notice on his heirs executors or administrators and all persons (if any) jointly interested with him in any such shares.

### 33.6 Notices Binding

Every person who by operation of law transfer or other means whatsoever becomes entitled to any share shall be bound by every notice in respect of such share which prior to his name and address being entered on the Register was given to the person from whom he derived his title to such share and to every previous holder thereof.

### 33.7 Signature on Notice

The signature to any notice to be given by the Company may be written or printed or a facsimile thereof may be affixed by mechanical or other means.

## 34. WINDING UP

### 34.1 Distribution of Assets

If the Company is wound up, the liquidator may, with the sanction of a special resolution:

- (i) divide among the members in kind the whole or any part of the property of the Company; and
- (ii) may for that purpose set such value as he considers fair upon any property to be so divided; and
- (iii) may determine how the division is to be carried out as between the members or different classes of members; and
- (iv) in the absence of any such determination, the property of the Company shall be divided amongst the members in proportion to the nominal share capital paid up on their shares.

### 34.2 Powers of Liquidator

The liquidator may, with the sanction of a special resolution, vest the whole or any part of such property in trustees upon such trusts for the benefit of the contributories or any of them as the liquidator thinks fit.

### 34.3 Property subject to Liability

No member shall, under the provisions of this Article, be compelled to accept any property in respect of which there is any liability.

### 34.4 Restricted Securities

If the Company at any time has share capital classified by the Home Exchange as Restricted securities and an order is made for the winding up of the Company or it is resolved by a special resolution to wind up the Company, then on a distribution of assets to shareholders share capital classified by the Home Exchange as Restricted securities at the time of the commencement of the winding up shall rank behind all other share capital.

## 35. INDEMNITY

35.1 To the extent permitted by law, the Company indemnifies every officer and auditor of the Company against any liability incurred by that person:

- (a) in his or her capacity as an officer or auditor of the Company; and
- (b) to a person other than the Company or a related body corporate of the Company.

35.2 The Company indemnifies every officer and auditor of the Company against any liability for costs and expenses incurred by the person in his or her capacity as an officer or auditor of the Company:

- (a) in defending any proceedings, whether civil or criminal, in which judgement is given in favour of the person or in which the person is acquitted; or
- (b) in connection with an application, in relation to such proceedings, in which the Court grants relief to the person under the Corporations Law,

provided that the officer or auditor has obtained the Company's prior written approval (which shall not be unreasonably withheld) to incur costs and expenses in relation to the proceedings.

## 36. COMPLIANCE WITH LISTING RULES AND SCH BUSINESS RULES

For so long as the securities of the Company shall be admitted to the Official List of Australian Stock Exchange Limited then notwithstanding any other provision to the contrary contained in these Articles;

- (i) these Articles shall not be amended in a manner which is inconsistent with any of the provisions of the Listing Rules or the SCH Business Rules; and

- (ii) in accordance with the provisions of Section 777 of the Corporations Law the Company shall be under an obligation to comply with, observe and give effect to the Listing Rules and the SCH Business Rules.