

CONSTITUTION OF COMVITA LIMITED

1. Defined terms

1.1 In this constitution the following expressions have the following meanings:

“Act” means the Companies Act 1993;

“Board” means Directors who number not less than the required quorum acting together as the board of directors of the Company;

“Company” means Comvita Limited;

“Constitution” means this constitution as it may be altered from time to time in accordance with the Act;

“Director” means a person within the meaning of section 126(1) of the Act;

“Financial Product” has the meaning given in the Rules;

“NZX” means NZX Limited and includes its predecessors, successors and assigns and, as the context permits, includes any authorised delegate of NZX (including the NZ Markets Disciplinary Tribunal);

“Rules” means the NZX Listing Rules in force from time to time;

“Share” means a share in the Company;

“written” or **“in writing”** in relation to words, figures and symbols includes all modes of presenting or reproducing those words, figures and symbols in a tangible and visible form.

1.2 Subject to clause 1.1, expressions:

- (a) which are defined in the Rules (whether or not expressed with an initial capital letter) have the meanings given by the Rules.
- (b) which are defined in the Act (whether generally or for the purposes of one or more particular provisions) have the meanings given to them by the Act. Where an expression is defined in the Act more than once and in different contexts, its meaning will be governed by the context in which it appears in this Constitution.

2. Construction

2.1 In this Constitution:

- (a) headings appear as a matter of convenience and do not affect the interpretation of this Constitution;
- (b) the singular includes the plural and vice versa, and words importing one gender include the other genders;
- (c) a reference to an enactment or any regulations is a reference to that enactment or those regulations as amended, or to any enactment or regulations substituted for that enactment or those regulations;
- (d) a reference to a Rule or the Rules includes that Rule or the Rules as from time to time amended or substituted;
- (e) a reference to *permitted by the Act* or *permitted by the Rules* means not prohibited by the Act or not prohibited by the Rules;
- (f) the Schedules form part of this Constitution.

RELATIONSHIP BETWEEN CONSTITUTION, ACT AND RULES

3. Companies Act

- 3.1 The Company, the Board, each Director and each shareholder of the Company have the rights, powers, duties and obligations set out in the Act except to the extent that, as permitted by the Act, they are negated or modified by this Constitution.

4. Incorporation Of Rules While Listed

- 4.1 Notwithstanding any other provisions contained in this Constitution, but subject to all applicable law, the Company may do anything permitted by the Rules for so long as the Company is listed, provided that:
 - (a) this Constitution is deemed to incorporate all provisions of the Rules required under the Rules to be contained or incorporated by reference in this Constitution, as those provisions apply from time to time (and as modified by any Ruling relevant to the Company);
 - (b) if the Rules are changed so that any act or omission by the Company, which was formerly prohibited by the Rules, is subsequently required or permitted by the change, the act or omission is deemed to be authorised by this Constitution with effect from the date of the change;
 - (c) shareholders must not cast a vote if prohibited from doing so by the Rules;
 - (d) Directors must not cast a vote if prohibited from doing so by the Rules.

5. Company must comply with Rules while listed

- 5.1 For so long as the Company is listed, the Company must comply with the Rules. If this Constitution contains any provision inconsistent with the Rules, as modified by any Ruling relevant to the Company, then the Rules prevail.

6. NZX's Rulings

- 6.1 If NZX has granted a Ruling in relation to the Company authorising any act or omission which in the absence of that Ruling would be in contravention of the Rules or this Constitution that act or omission will, unless a contrary intention appears in this Constitution, be deemed to be authorised by the Rules and by this Constitution.

7. Failure to comply with Rules has limited effect in some cases

- 7.1 Any failure to comply with the Rules or a provision of this Constitution corresponding with a provision of the Rules does not affect the validity or enforceability of any transaction, contract, action, decision or vote taken at a meeting of shareholders or other matter entered into by, or affecting, the Company, except that a party to a transaction or contract who knew of the non-compliance is not entitled to enforce that transaction or contract. This clause does not affect or limit the rights of any Equity Security holder against the Company or the Directors.

8. Purpose statement

- 8.1 The purpose of the Company is to deliver returns to shareholders whilst having an overall positive impact on society and the environment.

9. Stakeholder considerations

- 9.1 In discharging their duties under this Constitution, the Act, and general law, the Directors:

- (a) will include in their consideration the following factors:
 - (i) the likely consequences of any decision or act of the Company in the long term;
 - (ii) the interests of the Company's employees;
 - (iii) the need to foster the Company's business relationships with suppliers, customers and others;
 - (iv) the impact of the Company's operations on the community and the environment;
 - (v) the desirability of the Company maintaining a reputation for high standards of business conduct;
 - (vi) the interests of the shareholders of the Company; and

- (vii) the ability of the Company to create an overall positive impact on society and the environment; and
- (b) need not give priority to a particular factor referred to in clause 9.1(a) over any other factor (included in clause 9.1(a) or otherwise).

SHARES AND SHAREHOLDERS

10. Company's Shares

- 10.1 At the time of adoption of this Constitution all Shares issued by the Company have the rights set out in section 36 of the Act.

11. Board need not comply with statutory pre-emptive rights

- 11.1 Section 45 of the Act does not apply to the Company.

12. Further issues of Shares

- 12.1 Subject to this Constitution, the Board may issue Shares that rank as to voting or distribution rights, or both, equally with or in priority to any existing Shares. Any such issue will not be treated as an action affecting the rights attached to those existing Shares unless the terms of issue of those Shares expressly provide otherwise.

13. Consolidation and subdivision

- 13.1 The Board may:
 - (a) consolidate and divide Shares or any class of Shares in proportion to those Shares or the Shares in that class; or
 - (b) subdivide Shares or any class of Shares in proportion to those Shares or the Shares in that class.

SHARE REGISTER

14. Share register may be divided

- 14.1 The share register may be divided into 2 or more registers kept in different places.

15. Record date for shareholder voting

- 15.1 The Board may determine in a notice of meeting for the purpose of voting at that meeting that those registered shareholders as at 5 p.m. on a day not more than 2 working days before the meeting will be the only persons entitled to exercise the right to vote at that meeting.

16. Registration of separate parcels

- 16.1 A holder of Financial Products in the Company or a transferee may request the Company to register the Financial Products held by that person in two or more separately identifiable parcels. Where the Company agrees to such a request, the Company may, so far as it considers convenient, communicate with the holder of the Financial Products, pay dividends and otherwise act in respect of such parcel, as if the separately identifiable parcels belonged to different persons.

TRANSFER OF SHARES

17. Board may refuse or delay transfer

- 17.1 The Board may in its absolute discretion refuse or delay the registration of any transfer of Shares (subject to their terms of issue) if permitted to do so by the Act and the Rules.

SALE OF LESS THAN MINIMUM HOLDING

18. Compulsory sale of less than minimum holdings

- 18.1 The Company may at any time give notice to a Financial Product holder holding less than a minimum holding that if, at the expiration of 3 months after the date the notice is given, Financial Products then registered in the name of the holder are less than a minimum holding the Company may sell those Financial Products through NZX or in some other manner approved by NZX.
- 18.2 The Board may authorise the transfer of the Financial Products sold under this clause to a purchaser of the Financial Products through NZX or in some other manner approved by NZX, and the holder is deemed to have authorised the Company to act on behalf of the holder and to sign all necessary documents relating to the sale. The purchaser is not bound to see to the application of the purchase money, nor shall the title to the Financial Products be affected by any irregularity or invalidity in the procedures under this Constitution relating to the sale, the remedy of any person aggrieved by the sale is in damages only and against the Company exclusively.
- 18.3 The proceeds of the sale of any Financial Products sold under this clause must be applied as follows:
- (a) first, in payment of any reasonable sale expenses;
 - (b) second, in satisfaction of any unpaid calls or any other amounts owing to the Company in respect of the Financial Products;
 - (c) the residue, if any, must be paid to the person who was the holder immediately before the sale or his or her executors, administrators or assigns.

- 18.4 A certificate, signed by a Director that records that a power of sale under this clause has arisen and is exercisable by the Company is conclusive evidence of the facts stated in that certificate.

CALLS, FORFEITURE AND LIEN

19. Board may make calls on Shares

- 19.1 The Board may make calls on any shareholder for any money that is unpaid on that shareholder's Shares and not otherwise payable at a specified time or times under this Constitution or the terms of issue of those Shares or any contract for the issue of those Shares. Schedule 1 governs calls on Shares.

20. Forfeiture of Shares where calls or other amounts unpaid

- 20.1 The Board may exercise the rights set out in Schedule 1 for forfeiture of any Shares if the holder of those Shares fails to pay:
- (a) a call, or an instalment of a call, on those Shares; or
 - (b) any amount that is payable under this Constitution or the terms of issue of those Shares or any contract for the issue of the Shares.

21. Company's lien

- 21.1 The Company has a lien on Shares and dividends in respect of such Shares on the terms set out in Schedule 1.

ACQUISITION OF OWN SHARES, REDEMPTIONS AND FINANCIAL ASSISTANCE

22. Company may acquire and hold Shares

- 22.1 Subject to this Constitution and the Rules, the Company may:
- (a) purchase or otherwise acquire Shares issued by the Company and may hold Shares as treasury stock; and
 - (b) make an offer to one or more holders of Shares to acquire Shares issued by the Company in such number or proportions as it thinks fit,
- in accordance with the Act and the Rules.

23. Company may issue and redeem Shares

- 23.1 Subject to this Constitution and the Rules, the Company may:

- (a) issue or redeem redeemable Shares; and
- (b) exercise an option to redeem redeemable Shares issued by the Company in relation to one or more holders of redeemable Shares,

in accordance with the Act and the Rules.

24. Board deductions from distribution

- 24.1 The Board may, at its discretion, deduct from any dividend or other distribution payable to a shareholder any amount owed by the shareholder to the Company in respect of which the Company has a lien over the specific Shares on which the dividend or other distribution is payable. The Board must deduct from any dividend or other distribution payable to any shareholder any amount it is required by law to deduct, including withholding and other taxes.

25. Distributions do not bear interest

- 25.1 No dividend or other distribution shall bear interest against the Company unless the applicable terms of issue of a Share expressly provide otherwise.

26. Unclaimed distributions

- 26.1 All dividends and other distributions unclaimed for one year after the due date for payment may be invested or otherwise made use of by the Board for the benefit of the Company until claimed. The Company shall be entitled to mingle the distribution with other money of the Company and shall not be required to hold it or to regard it as being impressed with any trust but, subject to compliance with the solvency test, shall pay the distribution to the person producing evidence of entitlement.

MEETINGS OF SHAREHOLDERS

27. Proceedings at meetings of shareholders and interest groups

- 27.1 Schedule 2 governs the proceedings at meetings of shareholders. Schedule 2 also governs the proceedings of meetings of any interest group required to be held by the Act, the Rules, or this Constitution, with all necessary consequential modifications, except that the quorum shall be the members of the interest group holding 5% or more of the total number of Financial Products held by all members of that group having the right to vote at the meeting.

DIRECTORS

28. Appointment of Directors

- 28.1 The number of Directors must not at any time be more than ten nor less than three and subject to these limitations the number of Directors to hold office shall be fixed from time to time by the Board. At least two Directors must be ordinarily resident in New Zealand and at least two Directors must be Independent Directors.
- 28.2 Any natural person who is not disqualified under the Act and who has been nominated in accordance with the Rules, may be appointed as a Director by an ordinary resolution of Equity Security holders. Each resolution must be for the appointment, election or re- election of one director only.
- 28.3 The Board may appoint any person who is not disqualified under the Act to be a Director to fill a casual vacancy or as an addition to the existing Directors. Any Director appointed under this clause may hold office only until the next annual meeting, and is then eligible for election.
- 28.4 The persons holding office as directors of the Company on adoption of this Constitution continue in office and are deemed to have been appointed as Directors pursuant to this Constitution. Similarly the chairperson of the Board continues in office and is deemed to have been appointed as chairperson pursuant to this Constitution.
- 28.5 A Director may, with the consent of a majority of the other Directors, appoint an alternate Director in accordance with the following:
- (a) A Director may not act as an alternate for another Director;
 - (b) The alternate appointment may be revoked at any time by the appointing Director or by a majority of the Board;
 - (c) Subject to (b) above an alternate Director can be appointed either for a specified period or generally during the absence from time to time of such Director.
 - (d) Unless otherwise provided for by the terms of his or her appointment, an alternate Director has the same rights, powers and privileges (including the right to receive notice of meetings of Directors but excluding the power to appoint an alternate director) and will discharge all the duties of and must be subject to the same provisions as the Director in whose place he or she acts;
 - (e) Any notice appointing or removing an alternate Director may be given by delivering it or by sending it through the post or by facsimile or pdf email transmission to the Company and is effective as from the time of its receipt;
 - (f) Every person acting as an alternate shall alone be responsible to the Company for his or her own acts and defaults and the alternate shall not be deemed to be the agent of or for the appointing Director;

(g) No Director may appoint a deputy or agent otherwise than as an alternate Director.

29. Removal of Directors

29.1 Any Director may be removed from office by an ordinary resolution of shareholders passed at a meeting called for the purpose of, or for purposes that include, removal of the Director.

30. Rotation of Directors

30.1 No Director may hold office (without re-election) past the third annual meeting following the Director's appointment or 3 years, whichever is the longer. Therefore, at the annual meeting in each year every Director who has been in office for 3 annual meetings following their appointment or for 3 years, whichever is longer, shall retire from office, but shall be eligible for re-election at that meeting. This obligation does not apply to Directors appointed by the Board pursuant to clause 28.3 (who are offered for election under that clause).

30.2 A retiring Director continues to hold office:

- (a) until he or she is re-elected; or
- (b) if he or she is not re-elected, until the meeting of Equity Security holders at which he or she retires (or any adjournment of that meeting) elects someone in his or her place;
- (c) if the meeting of Equity Security holders does not elect someone in his or her place, until the end of the meeting or any adjournment of the meeting.

30.3 The Equity Security holders may by ordinary resolution fill the office vacated by a Director who is retiring in accordance with this clause by electing a person who is not disqualified under the Act and who has been nominated in accordance with the Rules to that office at the annual meeting at which the outgoing Director retires. If no new Director is elected and if the retiring Director (not being disqualified under the Act) is offering himself or herself for re-election, the retiring Director shall be deemed to be re-elected unless it is expressly resolved by ordinary resolution not to fill the vacated office or a resolution for the re-election of that Director is put to the meeting and lost.

31. No shareholding qualification for Directors

31.1 There is no shareholding qualification for Directors.

32. Election of chairperson of the Board and term of office

32.1 The Directors may elect one of their number as chairperson of the Board.

32.2 The chairperson of the Board holds that office until he or she vacates that office or the Directors elect a chairperson in his or her place.

33. Vacancies

33.1 The office of Director is vacated if the person holding that office:

- (a) dies; or
- (b) is absent from 3 consecutive meetings of the Board without leave being granted by a resolution of the Board and the Board resolves that the Director has vacated office; or
- (c) becomes disqualified from being a director pursuant to the Act; or
- (d) retires from office and is not re-elected or deemed to have been re-elected under this Constitution.

33.2 The Board may continue to act where there is a vacancy in their body provided that if the number of Directors falls below three the continuing Directors may act to remedy the shortfall in Directors or to summon a meeting of the Company's shareholders, but for no other purpose.

34. Meetings of the Board

34.1 Schedule 3 governs the proceedings at meetings of the Board, except where otherwise agreed by all Directors in relation to a particular meeting or meetings. Schedule 3 to the Act does not apply to proceedings of the Board.

35. Written resolutions of Board permitted

35.1 A written resolution signed or assented to by all of the Directors then entitled to receive notice of a meeting of the Board is as valid and effective as if it had been passed at a meeting of the Board duly convened and held.

36. Written resolutions may be in counterparts

36.1 Any written resolution may consist of several copies of the resolution, each signed or assented to by one or more of the Directors. A copy of a written resolution, which has been signed and is sent by facsimile or pdf email transmission or any similar means of communication, will satisfy the requirements of this clause.

37. Board delegates to comply with regulations

37.1 In exercising the Board's delegated powers, any committee of Directors, Director, employee, or any other person must comply with any regulations that the Board may impose.

38. Committee proceedings

- 38.1 The provisions of this Constitution relating to meetings and proceedings of the Board also apply to meetings and proceedings of any committee of Directors, except to the extent the Board determines otherwise.

39. Remuneration and Reimbursement of expenses

- 39.1 The Board may authorise the payment of remuneration or the provision of other benefits by the Company to a Director for services as a Director or in any other capacity in accordance with the Act and the Rules.
- 39.2 A Director may be reimbursed for reasonable travelling, accommodation and other expenses incurred in the course of performing duties or exercising powers as a Director without requiring the prior approval of shareholders.

40. Board may appoint Managing Director

- 40.1 The Board may appoint one of the Directors to the office of Managing Director (by whatever name called) for a term not exceeding 3 years and on such other terms as the Board thinks fit but subject to any requirements (including as to rotation) of the Rules. A Managing Director may be re-appointed at any time within 3 months before expiry of a term of appointment for a further period not exceeding 3 years, again subject to any requirements of the Rules. Subject to the terms of any agreement entered into between the Board and the Director concerned, the Board may revoke the appointment. The appointment of a Managing Director shall terminate automatically if he or she ceases to be a Director.

41. Remuneration of Managing Director

- 41.1 A Managing Director will receive in addition to remuneration for services as a Director such remuneration and benefits as the Board may determine.

42. Powers conferred on Managing Director

- 42.1 Subject to the restrictions on delegation in the Act, the Board may:
- (a) confer on a Managing Director any of the powers exercisable by the Board; and
 - (b) without affecting the powers of a Managing Director to act as a member of the Board, impose such terms and conditions and such restrictions as the Board thinks fit; and
 - (c) alter or revoke any of the powers it confers under this clause.

VOTING

43. Voting

- 43.1 Notwithstanding anything to the contrary in this Constitution or the Act the voting restrictions outlined in Rule 6.3.1, and the provisions of Rule 6.3.2 and 6.3.3 must be complied with at all times, provided that no resolution of, or proceeding at, a meeting of Financial Product holders will be void on the basis of a breach of Rule 6.3.1.
- 43.2 Any person who is a Disqualified Person for the purpose of Rule 6.3.1 must promptly notify the Company of that fact and authorises the Company to disclose their identity to NZX if requested by NZX.

GENERAL

44. Company may indemnify directors and employees for certain liabilities

- 44.1 The Company shall indemnify a director or employee of the Company or a related company for any liability or costs for which a director or employee may be indemnified under the Act. The Board may determine the terms and conditions of such an indemnity.

45. Company may effect insurance for directors and employees

- 45.1 The Company may, with the prior approval of the Board, effect insurance for a director or employee of the Company or a related company for any liability or costs for which a company may effect insurance for a director or employee under the Act. The Board may determine the amounts and the terms and conditions of any such insurance.

46. Manner of execution of deeds

- 46.1 An obligation which, if entered into by a natural person, would, by law, be required to be by deed, may be entered into on behalf of the Company in writing signed under the name of the Company by a Director, or any other person authorised by the Board, whose signature must be witnessed, or as otherwise permitted by the Act.

47. Distribution of surplus assets in kind

- 47.1 If the Company is liquidated the liquidator may, with the approval of shareholders by special resolution, but subject to any other sanction required by the Act:
- (a) divide among the shareholders in kind the whole or any part of the surplus assets of the Company and for that purpose the liquidator may:
 - (i) fix such values for surplus assets as the liquidator considers to be appropriate; and
 - (ii) determine how the division will be carried out as between shareholders or different classes of shareholder; and

- (b) vest the whole or any part of any such surplus assets in trustees upon such trusts for the benefit of such of those shareholders as the liquidator thinks fit,

but so that no shareholder is compelled to accept any shares or other securities on which there is any liability.

INTERPRETATION

1. Construction

- 1.1 Unless stated otherwise, references to clauses are references to clauses in this Schedule.

CALLS ON SHARES

2. Shareholders must pay calls

- 2.1 Every shareholder on receiving at least 10 working days' notice (or such longer term as the terms of issue of the applicable Share shall require) specifying the time or times and the place of payment must pay, in accordance with that notice, the amount called to be paid in respect of any Shares that shareholder holds. The Board may revoke or postpone a call, or require a call to be paid by instalments.

3. Call made when Board resolution passed

- 3.1 A call is regarded as having been made at the time when the Board resolution authorising the call was passed.

4. Joint holders are jointly and severally liable

- 4.1 The joint holders of a Share are jointly and severally liable to pay all calls for that Share.

5. Unpaid calls will accrue Interest

- 5.1 If an amount called is not paid in full at the time specified for payment, the person from whom the amount is due must pay the Company interest on the amount that remains unpaid at a rate determined by the Board and calculated from the time specified for payment until the day of actual payment. Subject to the Rules, the Board may waive some or all of the payment of that interest.

6. Amounts payable under terms of issue treated as calls

- 6.1 Any amount that becomes payable on issue or at any specified date under this Constitution or under the terms of issue of Shares or under a contract for the issue of Shares, will be regarded as being a call duly made and payable on the specified date. If the payment is not made, the relevant provisions of this Constitution will apply as if the amount had become payable by virtue of a call made in accordance with this Constitution.

7. Board may differentiate between shareholders as to calls

- 7.1 On the issue of Shares, the Board may differentiate between shareholders as to the amount of calls to be paid and the times of payment.

8. Board may accept payment in advance for calls

- 8.1 Where a shareholder is willing to advance some or all of the money unpaid and uncalled on any Share of that shareholder, the Board may accept the amount advanced on the Company's behalf. The Board may pay interest on that amount at a rate agreed between the Board and that shareholder for the period between the date that the amount is accepted and the date that the amount becomes payable pursuant to a call or the date specified for its payment.
- 8.2 The Board may at any time repay to any shareholder the whole or any portion of any money so advanced upon giving that holder at least 10 working days' notice in writing and as from the date of such repayment interest (if any) shall cease to accrue on the money so repaid.
- 8.3 A shareholder is not entitled as of right to any payment of interest on any amount so paid in advance and the Board may decline to pay any interest. Any amount so paid in advance must not be taken into account in ascertaining the amount of any dividend or other distribution payable upon the Shares concerned.

FORFEITURE OF SHARES

9. Board may by notice require forfeiture of Shares if calls unpaid

- 9.1 The Board may during the time that a call, instalment, or other amount remains unpaid on a Share, serve a notice on the holder of that Share requiring payment of the unpaid call, instalment, or other amount, together with any accrued interest and any expenses incurred by the Company by reason of non-payment.

10. Notice of forfeiture must satisfy certain requirements

- 10.1 The notice served on a shareholder under clause 9.1 must specify a date not earlier than 10 working days after the date the notice is served by which the payment is to be made. The notice must also state that in the event of non-payment by the appointed time, the Shares to which the call, instalment, or other amount relates, will be liable to be forfeited by the shareholder.

11. Failure to comply with notice may lead to forfeiture

- 11.1 Where a valid notice under clause 9.1 is served on a shareholder and the shareholder fails to comply with the notice, then the Board may resolve that any Share for which that notice was given and all distributions authorised and not paid before the notice was served be forfeited.

12. Board may deal with forfeited Share

- 12.1 A forfeited Share may be sold or otherwise disposed of on such terms and in such manner as the Board thinks fit. However, the Board may cancel the forfeiture at any time before the sale or other disposition on such terms as the Board thinks fit if the call, installment or other amount which remains unpaid on the Share is paid.

13. Shareholder whose Shares are forfeited loses rights

- 13.1 A person whose Shares have been forfeited immediately ceases to be a shareholder in respect of those Shares notwithstanding any other provision of this Constitution, and remains liable to pay the unpaid amount that the shareholder owes the Company, but that liability shall cease if the Company receives payment in full of all money owing for those Shares.

14. Evidence of forfeiture

- 14.1 A certificate signed by a Director that a Share has been duly forfeited on a stated date is conclusive evidence of the facts stated in that certificate.

15. Company may sell forfeited Share

- 15.1 The Company may receive the consideration, if any, given for a forfeited Share following a sale or disposition, and may execute a transfer of the Share in favour of the person to whom the Share is sold or disposed of, and register that person as the holder of the Share. That person is not bound to see to the application of the purchase money, if any, nor is the title to the Share affected by any irregularity or invalidity in the procedures under this Constitution in respect of the forfeiture, sale or disposal of that Share. Any residue after satisfaction of unpaid calls, instalments, premiums or other amounts and interest, and expenses, shall be paid to the previous holder, or to his or her executors, administrators or assigns.

LIEN ON SHARES

16. Company's lien

- 16.1 The Company has a lien, ranking in priority over all other equities, on:

- (a) all Shares registered in the name of a shareholder; and
- (b) all dividends authorised in respect of such Shares; and
- (c) the proceeds of sale of such Shares,

- 16.2 for:

- (a) unpaid calls and instalments payable in respect of any such Shares; and
- (b) interest on any such calls or instalments; and

- (c) sale expenses owing to the Company in respect of any such Shares; and
- (d) any amounts that the Company may be called on to pay under any statute, regulation, ordinance or other legislation in respect of the Shares of that shareholder, whether the due date for payment has passed or not.

17. Company may sell Share on which it has a lien

17.1 The Company may sell a Share on which it has a lien in such manner as the Board thinks fit, where:

- (a) the lien on the Share is for a sum which is presently payable; and
- (b) the registered holder of the Share, or the person entitled to it on his or her death or bankruptcy, has failed to pay that sum within 10 working days after the Company has served that registered holder written notice demanding payment of that sum.

18. Company may transfer Share and apply proceeds

18.1 The Company may receive the consideration given for a Share sold under clause 17.1, and may execute a transfer of the Share in favour of the person to whom the Share is sold, and register that person as the holder of the Share discharged from all calls due prior to the purchase.

18.2 The purchaser is not bound to see to the application of the purchase money, and the purchaser's title to the Share is not affected by any irregularity or invalidity in the proceedings relating to the sale. The remedy of any person aggrieved by the sale shall be in damages only and against the Company exclusively.

18.3 The Company must apply the sale proceeds in payment of the sum presently payable on the lien, and the balance, if any, shall (subject to a like lien for sums not presently payable that existed upon the Share before the sale) be paid to the person who held the Share immediately before the date of sale or to his or her executors, administrators or assigns.

SCHEDULE 2: Proceedings at Meetings of Shareholders

INTERPRETATION

1. Construction

- 1.1 Unless stated otherwise, references to clauses are references to clauses in this Schedule.
- 1.2 A reference in this Schedule to a shareholder present at a meeting or entitled to vote at a meeting includes a reference to a proxy of a shareholder, a representative of a corporate shareholder, an attorney of a shareholder, and any person who may lawfully act on behalf of a shareholder.

NOTICE

2. Written notice must be given to shareholders, Directors and auditors

- 2.1 Written notice of the time and place of a meeting of shareholders must be sent to every shareholder entitled to receive notice of the meeting and to every Director and any auditor of the Company not less than 10 working days before the meeting.

3. Notice must state nature of business

- 3.1 The notice must:
 - (a) state the nature of the business to be transacted at the meeting in sufficient detail to enable a shareholder to form a reasoned judgment in relation to it; and
 - (b) state the text of any resolution to be submitted to the meeting; and
 - (c) contain or be accompanied by sufficient explanation, reports, valuations and other information to enable a reasonable person to understand the effect of the resolutions proposed in the notice; and
 - (d) for so long as the Company is listed, comply with the requirements of the Rules.

4. Proxy form must be sent with notice

- 4.1 A proxy form must be sent with each notice of meeting.

5. Irregularities in notice may be waived

- 5.1 Any irregularity in a notice of a meeting is waived if all the shareholders entitled to attend and vote at the meeting attend the meeting without protest as to the irregularity or if all such shareholders agree to the waiver.

6. Company's accidental failure to send notice does not invalidate meeting

- 6.1 The accidental omission to send notice of a meeting to, or the failure to receive notice by, any person entitled to that notice, does not invalidate the proceedings at that meeting.

7. Notice of an adjournment

- 7.1 If a meeting is adjourned for less than 30 days no notice of the time and place of the adjourned meeting need be given other than by announcement at the meeting from which the adjournment took place.
- 7.2 If a meeting is adjourned for 30 days or more, notice of the adjourned meeting must be given in the same way as notice was given of the meeting from which the adjournment took place.

MEETING AND QUORUM

8. Methods of holding meetings

- 8.1 A meeting of shareholders may be held either;
- (a) by a number of shareholders, who constitute a quorum, being assembled together at the place, date and time appointed for the meeting; or
 - (b) by means of audio, audio and visual and/or electronic means by which all shareholders participating and constituting a quorum can simultaneously hear each other throughout the meeting.
- 8.2 The Company is not required to hold meetings of shareholders in the manner specified in clause 8.1(b). Meetings will be held in that manner only if the notice of meeting so specifies or the Board otherwise decides that the Company should do so.

9. Business to be transacted only if a quorum is present

- 9.1 Subject to clauses 11.1 and 12.1, business may be transacted at a meeting of shareholders only if a quorum is present at the time when the meeting proceeds to business.

10. Quorum for shareholders' meeting

- 10.1 A quorum for a meeting of shareholders is present if 3 or more shareholders are present having the right to vote at the meeting.

11. Meeting convened at shareholders' request dissolved if no quorum

- 11.1 If a quorum is not present within 30 minutes after the time appointed for the meeting convened on the written request of shareholders holding Shares together carrying at least 5 percent of the voting rights entitled to be exercised, the meeting will be dissolved automatically.

12. Other meetings to be adjourned if no quorum

- 12.1 If a quorum is not present within 30 minutes after the time appointed for a meeting (other than a special meeting convened under the Act or a meeting of an interest group), the meeting will be adjourned to the same day in the following week at the same time and place, or to such other day, time, and place as the Directors may appoint. If at the adjourned meeting a quorum is not present within 30 minutes after the time appointed for the meeting, the shareholders present will constitute a quorum.

CHAIRPERSON

13. Chairperson of Board to be chairperson of meeting

- 13.1 The chairperson of the Board, if one has been elected by the Directors and is present at a meeting of shareholders, will chair the meeting.

14. Directors may elect chairperson if chairperson of Board not available

- 14.1 If no chairperson of the Board has been elected or, if at any meeting of shareholders the chairperson of the Board is not present within 15 minutes of the time appointed for the commencement of the meeting or is unwilling to act, the Directors present may elect one of their number to be chairperson of the meeting.

15. Shareholders may elect chairperson

- 15.1 If at any meeting of shareholders, no Director is willing to act as chairperson or if no Director is present within 15 minutes of the time appointed for the commencement of the meeting, the shareholders present may elect one of their number to be chairperson of the meeting.

16. Chairperson's power to adjourn meeting

- 16.1 The chairperson of a meeting at which a quorum is present:
- (a) may adjourn the meeting with the consent of the shareholders present who are entitled to attend and vote at that meeting; and
 - (b) must adjourn the meeting if directed by the meeting to do so.
- 16.2 The only business that may be transacted at any adjourned meeting is the business left unfinished at the meeting from which the adjournment took place.
- 17. Chairperson may dissolve or adjourn unruly meetings**
- 17.1 The chairperson may adjourn or dissolve the meeting if in his or her opinion the meeting has become so unruly, disorderly or inordinately protracted, that the business of the meeting cannot

be conducted in a proper and orderly manner. The chairperson may exercise this power without the consent of the meeting and without giving reasons.

18. Dissolved meetings - unfinished business

- 18.1 If the chairperson proposes to dissolve a meeting pursuant to clause 17.1, and there is any item of unfinished business of the meeting which in his or her opinion requires to be voted upon, then that item shall be dealt with by the chairperson directing it to be put to the vote by a poll without further discussion.

VOTING

19. Votes of joint holders

- 19.1 Where two or more persons are registered as the holders of a Share, the vote of the person named first in the share register and voting on a matter must be accepted to the exclusion of the votes of the other joint holders.

20. Shareholder loses certain voting rights if calls unpaid

- 20.1 If a sum due to the Company in respect of any Share registered in a shareholder's name has not been paid then that Share may be voted at a meeting of an interest group but not at any other meeting of shareholders.

21. Chairperson not allowed casting vote

- 21.1 In the case of an equality of votes the chairperson does not have a casting vote.

POLLS

22. Voting by Poll

- 22.1 At a meeting of shareholders voting must be by poll.

23. Counting votes cast in a poll

- 23.1 Votes must be counted according to the votes attached to the Shares of each shareholder entitled to vote and voting.

24. Declaration of poll result

- 24.1 The chairperson of the meeting may declare the result of a poll either at or after the meeting, and when the outcome of the poll is known, may do so regardless of whether all votes have been counted.
- 24.2 The result of a poll declared by the chairperson of the meeting will be treated as the resolution of the meeting at which the poll was taken on the issue for which the poll was taken.

25. Auditor of Company to be scrutineer

- 25.1 The auditor of the Company (including employees and agents of the auditor) for the time being, or if the auditor of the Company is unable or unwilling to act, then such person as the chairperson nominates, shall act as scrutineer for the purposes of a poll.

SHAREHOLDER PROPOSALS

26. Shareholder proposals by written notice

- 26.1 A shareholder may give written notice to the Board of a matter the shareholder proposes to raise for discussion or resolution at the next meeting of shareholders at which the shareholder is entitled to vote. The provisions of clause 9 of Schedule 1 to the Act apply to any notice given pursuant to this clause.

PROXIES

27. Proxies permitted

- 27.1 A shareholder may either exercise the right to vote by being present in person or represented by proxy.

28. Proxy to be treated as shareholder

- 28.1 A proxy for a shareholder is entitled to attend and be heard at a meeting of shareholders as if the proxy were the shareholder.

29. Appointment of proxy must be in writing and specify restrictions

- 29.1 A proxy must be appointed by a notice in writing that is signed by the shareholder, and the notice must state whether the appointment is for a particular meeting or a specified term. A proxy need not be a shareholder of the Company.

30. Notice of proxy to be produced at least 48 hours before meeting

- 30.1 No appointment of a proxy is effective in relation to a meeting unless a copy of the notice of appointment is produced to the Company at least 48 hours before the time for holding the

meeting or adjourned meeting at which the person named in the notice proposes to vote. If the written notice appointing a proxy is signed under power of attorney, a copy of the power of attorney (unless already deposited with the Company) and a signed certificate of non-revocation of the power of attorney must accompany the notice.

31. Form of notice of proxy

31.1 A notice appointing a proxy shall be in such form as the Board may direct.

31.2 Proxy forms must:

- (a) provide for two-way voting on all resolutions, enabling the shareholder to instruct the proxy as to the casting of the vote; and
- (b) not be sent with any name or office (e.g. “chairman of directors”) filled in as proxy holder; and
- (c) contain a statement outlining who is subject to voting restrictions in relation to each resolution.

31.3 So far as reasonably practicable, resolutions must be framed in a manner which facilitates two way voting instructions for proxy holders.

32. Vote by proxy valid where no notification before meeting of disqualified proxy

32.1 Where:

- (a) the shareholder has died or become incapacitated; or
- (b) the proxy, or the authority under which the proxy was executed, has been revoked; or
- (c) the Share in respect of which the notice of proxy is given has been transferred,

before a meeting at which a proxy exercises a vote in terms of a notice of proxy but the Company does not receive written notice of that death, incapacity, revocation, or transfer before the start of the meeting, the vote of the proxy is valid.

POSTAL VOTES

33. Postal votes are permitted only at Board’s option

33.1 A shareholder may exercise the right to vote at a meeting by casting a postal vote only if the Board, prior to the giving of notice of a meeting, has so determined and, if the Board so determines, the provisions of clause 7 of Schedule 1 to the Act shall apply.

ELECTRONIC VOTING

34. Voting by Electronic Means

- 34.1 To the extent permitted by the Act and the Rules, the Board may allow shareholders to vote by signifying their assent or dissent by electronic means instead of the shareholder voting by another method permitted by the Act or this Constitution.

CORPORATE REPRESENTATIVES

35. Corporations may act by representative

- 35.1 A body corporate which is a shareholder may appoint a representative to attend any meeting of shareholders on its behalf in the same manner as that in which it could appoint a proxy. The representative shall be entitled to attend and be heard at a meeting of shareholders as if the representative were the shareholder.

MINUTES

36. Board must keep minutes of proceedings

- 36.1 The Board must ensure that minutes are kept of all proceedings at meetings of shareholders and that a record is kept of all written resolutions of shareholders. Minutes which have been signed correct by the chairperson of the meeting are evidence of the proceedings at the meeting unless they are shown to be inaccurate.

OTHER PROCEEDINGS

37. Chairperson may regulate other proceedings

- 37.1 Except as provided in this Schedule, the chairperson of a meeting of shareholders may regulate the proceedings at the meeting.

SCHEDULE 3: Proceedings of the Board

INTERPRETATION

1. Construction

- 1.1 Unless stated otherwise, references to clauses are references to clauses in this Schedule.

NOTICE OF MEETING

2. Director's power to convene meetings

- 2.1 A Director, or any other person at the request of a Director, may convene a meeting of the Board by giving notice in accordance with this Schedule.

3. Notice to be sent to Director's address

- 3.1 The notice of meeting must be a written notice delivered by hand to the Director, or sent to the address or facsimile number, or an electronic mail message sent to the electronic mail address, which the Director provides to the Company for that purpose, or if an address or facsimile number, or electronic mail address, is not provided, then a written notice to his or her last place of employment or residence or facsimile number known to the Company.

4. Notice to contain certain details

- 4.1 The notice of meeting must include the date, time and place of the meeting and the matters to be discussed in sufficient detail to enable a reasonable Director to appreciate the general import of the matters.

5. Period of notice required to be given to Directors

- 5.1 At least two days' notice of a meeting of the Board must be given unless the chairperson (or, in the chairperson's absence from New Zealand, the deputy chairperson (if any), and in the deputy chairperson's absence, any other Director) believes it is necessary to convene a meeting of the Board as a matter of urgency, in which case shorter notice of the meeting of the Board may be given, so long as at least two hours' notice is given. Any such shorter notice may be given by telephone communication to each Director at the telephone number provided to the Company by each Director provided that written notice shall be given to the Directors within the shorter notice period where it is practicable to do so.

6. Directors may waive irregularities in notice

- 6.1 Any irregularity in the notice of a meeting, or failure to comply with clauses 2 to 5 of this Schedule is waived if all Directors entitled to receive notice of the meeting attend the meeting

without protest as to the irregularity or failure, or if all Directors entitled to receive notice of the meeting agree to the waiver.

MEETING AND QUORUM

7. Methods of holding meetings

7.1 A meeting of the Board may be held either:

- (a) By a number of Directors who constitute a quorum, being assembled together at the place, date and time appointed for the meeting; or
- (b) By means of audio, or audio and visual, and/or electronic means by which all Directors participating can simultaneously hear each other throughout the meeting.

8. Quorum for Board meeting

8.1 Unless otherwise determined by the Board, the quorum necessary for the transaction of business at a meeting of the Board is a majority of the Directors. No business may be transacted at a meeting of the Board unless a quorum is present.

9. Meeting adjourned if no quorum

9.1 If a quorum is not present within 30 minutes after the time appointed for a meeting of the Board, the chairperson will adjourn the meeting to a specified day, time and place, the day being within the next 2 days. If no such adjournment is made the meeting will be adjourned automatically until the following working day at the same time and place. If at the adjourned meeting a quorum is not present within 30 minutes from the time appointed for the meeting, the Directors present will constitute a quorum.

CHAIRPERSON

10. Chairperson to chair meetings

10.1 The chairperson of the Board will chair all meetings of the Board. If no chairperson is elected, or if at a meeting of the Board the chairperson is not present within 15 minutes after the time appointed for the commencement of the meeting, then the Directors present may elect one of their number to be chairperson of the meeting.

VOTING

11. Voting on resolutions

11.1 Each Director has one vote. A resolution of the Board is passed if it is agreed to by all Directors present without dissent or if a majority of the votes cast on it are in favour of it. A Director must not vote where that Director is not permitted to vote by the Rules or this Constitution. A Director present at a meeting of the Board may abstain from voting on a resolution, and any Director who

abstains from voting on a resolution will not be treated as having voted in favour of it for the purposes of the Act.

11.2 A Director must not vote on a resolution or be counted in a quorum for the consideration of any matter in which that Director is interested within the meaning of the Act, except if the matter:

(a) Is one in respect of which Directors are expressly required by the Act to sign a certificate;
or

(b) Relates to the grant of an indemnity under section 162 of the Act.

12. Chairperson does not have a casting vote

12.1 The chairperson of the Board does not have a casting vote.

MINUTES

13. Board must keep minutes of proceedings

13.1 The Board must ensure that minutes are kept of all proceedings of meetings of the Board. Minutes which have been signed correct by the chairperson of the meeting are evidence of the proceedings at the meeting unless they are shown to be inaccurate.

OTHER PROCEEDINGS

14. Board may regulate other proceedings

14.1 Except as set out in this Schedule, the Board may regulate its own procedure.