

Constitution
of
Sample Co Pty Ltd
A.C.N. 999-999-999

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PART 1 - PRELIMINARY

1. Rule 1 - Definitions

- 1.1 In this Constitution **Sample Co Pty Ltd (A.C.N. 999-999-999)** is referred to as "the Company".
- 1.2 Unless the context otherwise requires any words or expressions appearing and defined in the Corporations Law shall have the same meaning wheresoever appearing in this Constitution.
- 1.3 In this Constitution unless the contrary intention appears:
- a) words in the singular include the plural.
 - b) words in the plural include the singular; and
 - c) words importing a gender include every other gender.

2. Rule 2 - Replaceable Rules

- 2.1 The "replaceable rules" referred to in sections 135–141 of the *Corporations Law*, shall not apply to the Company.

PART 2 - SHARE CAPITAL AND VARIATION OF RIGHTS

3. Rule 3 - Share Capital

- 3.1 The Company has pursuant to section 124 and section 254A of the *Corporations Law* the power to issue and cancel shares in the Company including the power to issue:
- a) bonus shares (shares for whose issue no consideration is payable to the issuing company); and
 - b) preference shares (including redeemable preference shares); and
 - c) partly-paid shares (whether or not on the same terms for the amount of calls to be paid or the time for paying calls).
- 3.2 The Company can issue preference shares only if the rights attached to those preference shares with respect to:
- a) repayment of capital;
 - b) participation in surplus assets and profits;
 - c) cumulative and non-cumulative dividends;
 - d) voting; and
 - e) priority of payment of capital and dividends in relation to other shares or classes of preference shares, are approved by special resolution of the Company.

- 3.3** The Company has in accordance with the provisions of section 254B of the *Corporations Law* determined:
- a) the terms on which its shares are issued; and
 - b) the rights and restrictions attaching to the shares
- as described within the Schedule or otherwise authorised by this constitution.
- 3.4** Before issuing shares of a particular class, the directors of the Company must offer them to the existing holders of shares of that class. As far as practicable, the number of shares offered to each shareholder must be in proportion to the number of shares of that class that they already hold.
- 3.5** To make the offer, referred to in Rule 3.4, the directors must give the shareholders a statement setting out the terms of the offer, including:
- a) the number of shares offered; and
 - b) the period for which it will remain open.
- 3.6** The directors may issue any shares not taken up under the offer, referred to in Rule 3.4, as they see fit.
- 3.7** The company may by resolution passed at a general meeting authorise the directors to make a particular issue of shares without complying with Rule 3.4.
- 3.8** The Company may in accordance with the provisions of section 254G of the *Corporations Law*:
- a) convert an ordinary share into a preference share; and
 - b) convert a preference share into an ordinary share.
- 3.9** The Company can convert ordinary shares into preference shares only if the holder's rights with respect to:
- a) repayment of capital;
 - b) participation in surplus assets and profits;
 - c) cumulative and non-cumulative dividends;
 - d) voting; and
 - e) priority of payment of capital and dividends in relation to other shares or classes of preference shares, are approved by special resolution of the Company.
- 3.10** The Company may in accordance with the provisions of section 254H of the *Corporations Law* convert all or any of its shares into a larger or smaller number of shares by resolution passed at a general meeting.

4. Rule 4 - Capitalisation of Profits

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

5. Rule 5 - Reduction of Share Capital

5.1 The Company may in accordance with the provisions of sections 256A–256E, 258E and 258F of the *Corporations Law* reduce its share capital.

6. Rule 6 - Shares Held Upon Trust

6.1 All members of the Company must also be directors of the Company.

6.2 Except as required by law, the Company shall not recognise a person as holding a share upon any trust.

6.3 The Company is not to be bound by or compelled in any way to recognise (whether or not it has notice of the interest or rights concerned) any equitable, contingent, future or partial interest in any share or unit of a share or (except as otherwise provided by this Constitution or by law) any other right in respect of a share except an absolute right of ownership in the registered holder.

6.4 A person who holds shares in the Company as trustee for, or on behalf of, or on account of, a corporation shall within one month after his or her acquisition of the shares give the Company a notice in writing setting out full particulars of the beneficial ownership, including particulars of the name and Australian Company Number of the corporation.

7. Rule - Share Certificates

7.1 Every person whose name is entered as a member in the register of members shall be entitled without payment to receive a certificate ("Share Certificate"), in accordance with the provisions of section 1087 of the *Corporations Law*, specifying the shares held by that member. In the case of a share or shares held jointly by several persons, the Company shall not be bound to issue more than one Share Certificate, and delivery of a Share Certificate to one of several joint shareholders shall be sufficient delivery to all such shareholders. If a Share Certificate is defaced, lost or destroyed then that Share Certificate shall be replaced in accordance with the provisions of section 1089 of the *Corporations Law*.

8. Rule 8 - Lien on Shares

- 8.1** The Company shall have a first and paramount lien on every share (not being a fully paid share) for all money (whether presently payable or not) called or payable at a fixed time in respect of that share, and the Company shall also have a first and paramount lien on all shares (other than fully paid shares) registered in the name of a sole holder for all money presently payable by him or her or his or her estate to the Company.
- 8.2** The Directors may at any time declare any share to be wholly or in part exempt from the provisions of Rule 7.1.
- 8.3** The Company's lien, if any, on a share shall extend to all dividends payable thereon.
- 8.4** The Company may sell, in such manner as the directors think fit, any shares on which the Company has a lien, but no sale shall be made unless:
- a) a sum in respect of which the lien exists is presently payable; and
 - b) the Company has not less than 14 days before the date of the sale, given to the registered holder for the time being of the share or the person entitled to the share by reason of the death or bankruptcy of the registered holder a notice in writing setting out, and demanding payment of, such part of the amount in respect of which the lien exists as is presently payable.
- 8.5** To give effect to a sale, referred to in Rule 8.4 the directors of the Company may authorise a person to transfer the shares sold to the purchaser of the shares ("the Purchaser").
- 8.6** The Company shall register the Purchaser as the holder of the shares ("the Shareholder") comprised in any such transfer.
- 8.7** The Shareholder is not bound to see to the application of the purchase money, nor shall the Shareholder's title to the shares be affected by any irregularity or invalidity in connection with the sale.
- 8.8** The proceeds of a sale referred to in Rule 8.4, shall be applied by the Company in payment of such part of the amount in respect of which the lien exists as is presently payable, and the residue, if any, shall (subject to any like lien for sums not presently payable that existed upon the shares before the sale) be paid to the person entitled to the shares at the date of the sale.

9. Rule 9 - Calls on Shares

- 9.1** The directors may if shares in the Company are partly-paid, make calls upon the members in respect of any money unpaid on those shares, either in accordance with the terms on which the shares are on issue or in accordance with the Rule set out hereunder.

- 9.2** Each member shall, upon receiving 14 days' notice specifying the time or times and place of payment, pay to the Company the amount called on that Member's shares.
- 9.3** The directors may revoke or postpone a call.
- 9.4** A call shall be deemed to have been made at the time when the resolution of the directors authorising the call was passed and may be required to be paid by instalments.
- 9.5** The joint holders of a share are jointly and severally liable to pay all calls in respect of the share.
- 9.6** If a sum called in respect of a share is not paid before or on the day appointed for payment of the sum, the person from whom the sum is due shall pay interest on the sum from the day appointed for payment of the sum to the time of actual payment at such rate not exceeding 8% per annum as the directors may determine, but the directors may waive payment of that interest wholly or in part.
- 9.7** Any sum that, by the terms of issue of a share, becomes payable on allotment or at a fixed date, shall for the purpose of these Rules be deemed to be a call duly made and payable on the date on which by the terms of issue the sum becomes payable, and, in case of non-payment, all the relevant provisions of these Rules or where applicable, the Corporations Law, as to payment of interest and expenses, forfeiture, or otherwise apply as if the sum has become payable by virtue of a call duly made and notified.
- 9.8** The directors may, on the issue of shares, differentiate between the holders as to the amount of calls to be paid and the times of payment.
- 9.9** The directors may accept from a Member the whole or part of the amount unpaid on a share although no part of that amount has been called up.
- 9.10** The directors may authorise payment by the Company of interest upon the whole or any part of an amount accepted pursuant to Rule 8.6, until the amount becomes payable, at such rate, not exceeding the prescribed rate as is agreed upon between the directors and the Member paying the sum in advance.
- 9.11** For the purposes of Rule 9.10, the prescribed rate of interest is
- a) if the Company has, by resolution, fixed a rate - the rate so fixed; and
 - b) in any other case - 8% per annum.

10. Rule 10 - Transfer of Shares

- 10.1** Subject to these Rules any Member may transfer all or any of his, her or its shares by instrument in writing ("Instrument of Transfer") in any usual or common form or in any other form that the directors

approve. The Instrument of Transfer shall be executed by or on behalf of both the transferor and the transferee.

- 10.2** A transferor of shares remains the holder of the shares transferred until the transfer is registered and the name of the transferee is entered in the register of members in respect of the shares.
- 10.3** The Instrument of Transfer must be left for registration at the registered office of the Company together with such fee (if any) not exceeding \$1.00 as the directors require, accompanied by the certificate of shares to which it relates and such other information as the directors properly require to show the right of the transferor to make the transfer, and thereupon the Company shall subject to the powers vested in the directors by these Rules, register the transferee as a shareholder.
- 10.4** The directors may refuse to register a transfer of shares in the Company if the shares are not fully-paid; or the Company has a lien on the shares.
- 10.5** The directors may suspend registration of transfers of shares in the Company at the times and for the periods they determine. The periods of suspension must not exceed 30 days in any one calendar year.
- 10.6** The directors of the Company may refuse to register a transfer of shares in the Company for any reason.
- 10.7** Before any Member or any person entitled to an interest in shares of the Company, such as a trustee in bankruptcy or Legal Personal Representative, sells or transfers any shares in the Company, that Member or trustee or Legal Personal Representative, must give notice in writing to the directors that he, she or it desires to make such a sale or transfer. Such notice shall appoint the directors of the Company as the agents of the Member or trustee or Legal Personal Representative for the purposes of the sale or transfer. The price at which the shares are to be sold or transferred, shall be agreed upon by the directors and the Member or trustee or Legal Personal Representative or where no agreement as to price can be reached, at a price determined by the Auditor of the Company or if there is no Auditor by an independent expert valuer whose appointment is mutually agreed upon by the directors and the Member or trustee or Legal Personal Representative.
- 10.8** The purchaser or transferee of the shares must be approved of by all the directors. Where approval of the purchaser or transferee is not unanimous the Managing Director shall offer on behalf of the Member or trustee or Legal Personal Representative the shares for sale at the agreed or determined price, to the other Members of the Company. In the event of all or any of the shares not being sold pursuant to this Rule the Member or trustee or Legal Personal Representative may sell or transfer those shares to any person as he, she or it sees fit.

10.9 Any shareholder, being a natural person, may transfer any share, which he or she holds, to his or her wife, husband, son or daughter. The provisions of Rules 10.7 and 10.8 do not apply to a transfer under this Rule.

11 Rule 11 - Transmission of Shares

On Death

11.1 If a shareholder who does not own shares jointly dies, the Company will recognise only the Legal Personal Representative of the deceased shareholder as being entitled to the deceased shareholder's interest in the shares.

11.2 If the Legal Personal Representative gives the directors the information they reasonably require to establish the representative's entitlement to be registered as holder of the shares:

- a) the Legal Personal Representative may by giving a written and signed notice to the Company, elect to be registered as the holder of the shares; and
- b) the Legal Personal Representative is entitled, whether or not registered as the holder of the shares, to the same rights as the deceased shareholder.

11.3 On receiving an election under Rule 11.2 a), the Company must register the Legal Personal Representative as the holder of the shares.

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

On Bankruptcy

11.5 If a person entitled to shares because of the bankruptcy of a shareholder gives the directors the information they reasonably require to establish the person's entitlement to be registered as holder of the shares, the person may by giving a written and signed notice to the Company, elect to be registered as the holder of the shares.

11.6 On receiving an election under Rule 11.5, the Company must register the person as the holder of the shares.

11.7 Rules 11.5 and 11.6 have effect subject to the *Bankruptcy Act 1966* (Cth).

On Mental Incapacity

11.8 If a person entitled to shares because of the mental incapacity of a shareholder gives the directors the information they reasonably require to establish the person's entitlement to be registered as the holder of the shares.

- a) the person may by giving a written and signed notice to the Company, elect to be registered as the holder of the shares; and
- b) the person is entitled, whether or not registered as the holder of the shares, to the same rights as the shareholder.

11.9 On receiving an election under Rule 11.8 a), the Company must register the person as the holder of the shares.

12. Rule 12 - Forfeiture of Shares

12.1 If a Member fails to pay a call or instalment of a call on the day appointed for payment of the call or instalment, the directors of the Company may, at any time thereafter during such time as any part of the call or instalment remains unpaid, serve a notice on the member requiring payment of so much of the call or instalment as is unpaid, together with any interest that has accrued.

12.2 The notice shall name a further day (not earlier than the expiration of 14 days from the date of service of the notice) on or before which the payment required by the notice is to be made and shall state that, in the event of non-payment at or before the time appointed, the shares in respect of which the call was made will be liable to the forfeiture.

12.3 If the requirements of a notice served pursuant to Rules 12.1 and 12.2 are not complied with, any share in respect of which the notice has been given may at any time thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the directors of the Company to that effect. Such a forfeiture shall include all dividends declared in respect of the forfeited shares and not actually paid before the forfeiture.

12.4 A forfeited share may be sold or otherwise disposed of on such terms and in such manner as the directors of the Company think fit, and, at any time before a sale or disposition the forfeiture may be cancelled on such terms as the directors think fit.

12.5 A person whose shares have been forfeited shall cease to be a Member in respect of the forfeited shares, but remains liable to pay to the Company all money that, at the date of forfeiture, was payable by him or her to the Company in respect of the shares (including interest at the rate of 8% per annum from the date of forfeiture on the money for the time being unpaid if the directors think fit to enforce payment of the interest), but his or her liability ceases if and when the Company receives payment in full of all the money (including interest) so payable in respect of the shares.

12.6 A statement in writing declaring that the person making the statement is a director or a secretary of the Company, and that a share in the Company has been duly forfeited on a date stated in the statement, is prima facie evidence of the facts stated in the statement as against all persons claiming to be entitled to the share.

- 12.7** The Company may receive the consideration (if any) given for a forfeited share on any sale or disposition of the share and may execute a transfer of the share in favour of the person to whom the share is sold or disposed of.
- 12.8** Upon the execution of the transfer, the transferee shall be registered as the holder of the share, and is not be bound to see to the application of any money paid as consideration.
- 12.9** The title of the transferee to the share is not affected by an irregularity or invalidity in connection with the forfeiture, sale or disposal of the share.
- 12.10** The provisions of these Rules as to forfeiture apply in the case of non-payment of any sum that, by the terms of issue of a share, becomes payable at a fixed time, as if that sum had been payable by virtue of a call duly made and notified.

PART 3 - MEETINGS OF MEMBERS

13. Rule 13 - Calling a Meeting of Members

- 13.1** A director may call a meeting of the Company's Members.
- 13.2** Meetings of the Company's Members may also be called in accordance with the provisions of sections 249D to 249F of the *Corporations Law*.
- 13.3** At least 21 days' notice must be given of a meeting of the Company's Members and such notice must be given in accordance with the provisions of sections 249H to 249L of the *Corporations Law*.
- 13.4** When a meeting of the Company's Members is adjourned, new notice of the resumed meeting must be given if the meeting is adjourned for one month or more.

14. Rule 14 - Quorum at a Meeting of Members

- 14.1** Where the Company has ONE Member, ONE Member in person shall be quorum. Where the Company has two or more Members ALL Members must be present in person. For the purposes of this regulation "Member" includes a person attending as a Proxy or attorney or as representing a corporation which is a Member or other duly authorised representative.
- 14.2** In determining whether a quorum is present, individuals attending as Proxies or body corporate representatives are to be counted. However, if a Member has appointed more than one Proxy or representative, then only one of them is to be counted. If an individual is attending both as a Member and as a Proxy or body corporate representative, that individual is only to be counted once.

14.3 A meeting of the Company's Members, that does not have a quorum present within 30 minutes after the time for the meeting set out in the notice of meeting, is adjourned to the date, time and place the directors specify. If the directors do not specify one or more of those things, the meeting is adjourned to:

- a) if the date is not specified - the same day in the next week; and
- b) if the time is not specified - the same time; and
- c) if the place is not specified - the same place.

14.4 If no quorum is present at the resumed meeting of the Company's Members within 30 minutes after the time for the meeting, the meeting is dissolved.

15. Rule 15 - Chairing a Meeting of Members

15.1 The directors may elect an individual to chair Meetings of the Company's Members.

15.2 The directors at a meeting of the Company's Members must elect an individual present to chair the meeting (or part of it) if an individual has not already been elected by the directors to chair it or, having been elected, is not available to chair it, or declines to act, for the meeting (or part of the meeting).

15.3 The Members at a meeting of the Company's Members must elect a Member present to chair the meeting (or part of it) if:

- a) a chairman has not previously been elected by the directors to chair the meeting; or
- b) a previously elected chairman is not available, or declines to act, for the meeting (or part of the meeting).

15.4 The chairman must adjourn a meeting of the Company's Members if the Members present with a majority of votes at the meeting agree or direct that the chairman must do so.

16. Rule 16 - Proxies

16.1 A Member of the Company who is entitled to attend and cast a vote at a meeting of the Company's Members may appoint a person as the Member's Proxy to attend and vote for the Member at the meeting.

16.2 The appointment of a Proxy may specify the proportion or number of votes that the Proxy may exercise.

16.3 Each Member may appoint a Proxy. If the Member is entitled to cast two or more votes at the meeting, he or she may appoint two Proxies. If the Member appoints two Proxies and the appointment does not specify the proportion or number of the Member's votes each Proxy may exercise, each Proxy may exercise half of the votes.

16.4 Any fractions of votes resulting from the application of Rules 16.2 and 16.3 are to be disregarded.

16.5 A Proxy appointed to attend and vote for a Member has the same rights as that Member, except where those rights are qualified by the appointment.

17. Rule 17 - Notice of a Meeting of Members

17.1 The Company must, when a meeting of the Members is called, send to each Member, along with the notice of the meeting, a Proxy appointment form and a notice as to the appointment of Proxies which:

- a) advises that for the appointment of a Proxy to be effective the proxy appointment form and if the appointment is signed by the appointer's attorney - the authority under which the appointment was signed or a certified copy of the authority, must be received at least 48 hours before the meeting; and
- b) refers to the relevant Sections of the *Corporations Law* that deal with the appointment of proxies, the rights of proxies, proxy documents and the validity of proxy votes, namely sections 249X to 250C of the *Corporations Law*.

17.2 Unless the Company has received written notice of the matter before the start or resumption of the meeting at which a Proxy votes, a vote cast by the Proxy will be valid even if, before the Proxy votes:

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

18. Rule 18 - Voting at a Meeting of Members.

18.1 At a meeting of the Members of the Company, but subject to any rights or restrictions attached to any class of shares:

- a) each Member has, on a show of hands, one vote;
- b) each Member has, on a poll, one vote for each share held; and
- c) each body corporate representative has, unless otherwise specified in his or her appointment, all the powers that a body corporate has as a Member (including the power to vote on a show of hands).

18.2 The chairman of a meeting of the Company's Members shall not have a second or casting vote.

18.3 If a share is held jointly and more than one Member votes in respect of that share at a meeting of the Company's Members, only the vote of the Member whose name appears first in the register of members counts.

18.4 A challenge to a right to vote at a meeting of the Company's Members:

- a) may only be made at the meeting; and
- b) must be determined by the chairman, whose decision is final.

18.5 A resolution put to the vote at a meeting of the Company's Members shall be carried solely by majority.

18.6 On a show of hands at a meeting of the Company's Members, a declaration by the chairman is conclusive evidence of the result. Neither the chairman nor the minutes need to state the number or proportion of the votes recorded in favour or against.

18.7 At any meeting of the Company's Members, a poll may be demanded, in accordance with the provisions of section 250L of the *Corporations Law*, on any resolution, other than a resolution concerning the election of the chairman of the meeting or a resolution concerning the adjournment of the meeting.

18.8 A poll demanded must be taken when and in the manner the chairman directs.

19. Rule 19 - Minutes of Meeting of Members

19.1 Minutes of all meetings of the Company must be taken and recorded in accordance with the provisions of section 251A of the *Corporations Law*.

PART 4 - DIRECTORS

20. Rule 20 - Appointment, Termination and Resignation of Directors and Alternate Directors.

20.1 Until otherwise determined by the Company in a General Meeting, the company may have ONE director or up to but no more than eight directors.

20.2 The Company may appoint a person as a director by resolution passed in General Meeting.

20.3 All directors are required to hold shares in the company to qualify for appointment as directors of the Company and all shareholders must be directors of the Company.

20.4 Where there are two or more directors of the company, any resolutions must be unanimously approved.

20.5 If a person is appointed under Rule 20.2 as a director of the Company, the Company must confirm the appointment by resolution within two (2) months after the appointment is made. If the appointment

is not confirmed, the person ceases to be a director of the Company at the end of those two (2) months.

20.6 A director may, with the approval of the other directors of the Company, appoint an alternate director to exercise some or all of the director's powers for a specified period.

20.7 All directors and alternate directors of the Company are required to obtain a Director Identification Number in accordance with Part 9.1A of the Corporations Act 2001 (Cth) and within the time prescribed by the regulations made thereunder.

20.8 If the appointing director requests the Company to give the alternate director notice of directors' meetings, the Company must do so.

20.9 When an alternate director exercises the director's powers, the exercise of the power is just as effective as if the powers were exercised by the director.

20.10 The appointing director may terminate the alternate director's appointment at any time.

20.11 The Company:

- a) may by resolution remove a director from office; and
- b) may by resolution appoint another person as a director instead.

20.12 An appointment of, or termination of the appointment of, or resignation of, a director or an alternate director must be in writing. A copy of the written appointment, or termination, or resignation, must be given to the Company at its registered office.

20.13 The Company must give the Australian Securities and Investments Commission notice of the appointment, or termination of the appointment, or resignation of a director or an alternate director, in accordance with the provisions of section 242 of the *Corporations Law*.

20.14 Section 224A of the *Corporations Law* applies in the event of the death or bankruptcy of a director who is the only director and is also the only Member of the Company.

21. Rule 21 - Powers and Duties of Directors

21.1 The business of the Company is to be managed by or under the direction of the directors.

21.2 The directors may exercise all the powers of the Company except any powers that the *Corporations Law* or this Constitution require the Company to exercise in General Meeting.

21.3 Any two directors of the Company may sign, draw, accept, endorse or otherwise execute a negotiable instrument.

21.4 Notwithstanding Rule 21.3, the directors of the Company may determine that a negotiable instrument may be signed, drawn, accepted, endorsed or otherwise executed in a different way.

22. Rule 22 - Managing Director

22.1 The directors of the Company may appoint one or more of themselves to the office of Managing Director of the Company for the period, and on the terms (including as to remuneration), as the directors see fit.

22.2 A person ceases to be the Managing Director of the Company, if he or she ceases to be a director of the Company.

22.3 The directors of the Company may confer on the Managing Director any of the powers that the directors can exercise.

22.4 The directors of the Company may revoke or vary:

- a) the appointment of the Managing Director; or
- b) any of the powers conferred on the Managing Director.

23. Rule 23 - Committee of Directors

23.1 The directors of the Company may delegate any of their powers to a committee of directors.

23.2 A committee of directors must exercise the powers delegated to it in accordance with any directions of the directors of the Company. The effect of the committee exercising a power in this way is the same as if the directors exercised it.

23.3 The delegation, by the directors of the Company, of powers to a committee of directors must, in accordance with the provisions of section 251A of the *Corporations Law*, be recorded in the Company's minute book.

24. Rule 24 - Director's Interest in Contract with the Company.

24.1 If a director of the Company has an interest in a contract or proposed contract with the Company (other than as a Member) and the director discloses the nature and extent of the interest at a meeting of the directors:

- a) the director may vote on whether the Company enters into the contract; and
- b) the contract may be entered into; and
- c) the director may vote on matters involving the contract; and

- d) if the disclosure is made before the contract is entered into:
 - (i) the director may retain benefits under the contract even though the director has an interest in the contract; and
 - (ii) the Company cannot avoid the contract merely because of the existence of the interest.

25. Rule 25 - Directors' Remuneration and Expenses

25.1 The directors of the Company are to be paid the remuneration that the Company determines by resolution.

25.2 The Company may also pay the directors' travelling and other expenses that they properly incur:

- a) in attending directors' meetings or any meetings of a committee of directors; and
- b) in attending any General Meetings of the Company; and
- c) in connection with the Company's business.

PART 5 - DIRECTORS' MEETINGS

26. Rule 26 - Resolutions Without A Directors' Meeting

26.1 The directors of the Company may pass a resolution without a directors' meeting being held if all the directors entitled to vote on the resolution sign a document containing a statement that they are in favour of the resolution set out in the document.

26.2 Separate copies of a document may be used for signing by the directors of the Company, if the wording of the resolution and statement is identical in each copy.

26.3 The resolution is passed when the last director signs.

27. Rule 27 - Calling Directors' Meetings

27.1 A directors' meeting may be called by a director giving reasonable notice individually to every other director.

28. Rule 28 - Chairing Directors' Meetings

28.1 The directors may elect a director to chair their meetings. The directors may determine the period for which the director is to be the chairman.

28.2 The chairman shall not have a second or casting vote.

29. Rule 29 - Quorum at Directors' Meetings

29.1 Where there is only one director of the company one director shall be quorum. Where there are two or more directors all directors must be present at every meeting of directors and all resolutions passed unanimously.

30. Rule 30 - Passing Of Directors' Resolutions

30.1 A resolution of the directors must be passed by all directors entitled to vote on the resolution.

30.2 In the event that the Company has only one director and that director records his or her decision or declaration to that particular effect, the recording of the decision or declaration in writing shall be deemed to be a resolution passed at a meeting of the Company's directors.

30.3 Minutes of all meetings of directors must be taken and recorded in accordance with the provisions of section 251A of the *Corporations Law*.

PART 6 - MISCELLANEOUS

31. Rule 31 - Secretary

31.1 The directors of the Company, in accordance with the provisions of section 240 of the *Corporations Law*, must appoint at least one secretary and may appoint one or more assistant or deputy secretaries.

31.2 A secretary or an assistant or deputy secretary holds office on the terms and conditions (including as to remuneration) that the directors determine.

32. Rule 32 - Inspection of Books

32.1 The directors of the Company, or the Company by a resolution passed at a General Meeting, may authorise a Member to inspect books of the Company.

33. Rule 33 - Payment of Dividends

33.1 In accordance with the provisions of section 254T of the *Corporations Law* a dividend may only be paid out of profits of the Company.

33.2 The directors of the Company may determine that a dividend is payable and fix:

- a) the amount; and
- b) the time for payment; and
- c) the method of payment.

33.3 The methods of payment may include the payment of cash, the issue of shares, the grant of options and the transfer of assets.

33.4 Interest is not payable on a dividend.

33.5 The directors of the Company may pay dividends as they see fit, subject to Rules 33.1 to 33.2 and subject to the terms on which shares in the Company are on issue.

33.6 The directors of the Company may deduct from any dividend payable to a Member all sums of money, if any, presently payable by that member to the Company on account of calls or otherwise in relation to shares in the Company.

33.7 Any dividend may be paid by cheque sent through the post directed to:

- a) the address of the holder as shown in the register of Members, or in the case of joint holders to the address shown in the register of Members as the address of the joint holder first named in that register; or
- b) to such other address as the holder or joint holders in writing directs or direct.

34. Rule 34 - Indemnity

34.1 Every officer, auditor or agent of the Company shall be indemnified out of the property of the Company against any liability incurred by him or her in his or her capacity as officer, auditor or agent in defending any proceedings, whether civil or criminal, in which judgment is given in his or her favour or in which he or she is acquitted or in connection with any application in relation to any such proceedings in which relief is, under the *Corporations Law*, granted to him or her by a court.

35. Rule 35 – Signing of Documents

35.1 Where this Constitution requires a document to be signed, it may be signed by either signing a physical form of the document by hand, or by signing an electronic form of the document using electronic means, in accordance with section 110A of the Corporations Act 2001 (Cth) as amended from time to time.

SCHEDULE

Class	Meeting	Voting	Dividends	Winding up	Subject to redemption
Ord	Yes	Yes	Yes	Yes	No
A	Yes	Yes	Yes	Yes	No
B	Yes	Yes	Yes	Paid price only	No
C	Yes	Yes	No	Paid price only	No
D	Yes	Yes	No	Yes	No
E	No	No	Yes	Paid price only	No
F	No	No	Yes	Yes	No
G	Yes	No	No	Yes	No
H	Yes	No	No	Paid price only	No
I	Yes	No	5% Non-cumulative on issue price	Paid price only	Yes
J	Yes	No	Yes	Paid price only	Yes
K	Yes	Yes	Yes	Paid price only	Yes

Meeting = the right to attend meetings of shareholders.

Vote = the right to one vote per share held at all meetings of the company.

Dividends = the right to participate in dividends (if any) determined by the directors to pay on that share.

Winding up = the right to repayment of the paid issue price of the share and participate in the division of surplus assets or profits of the company.

Redemption = the company at its discretion, may redeem the shares for the paid price with seven days' notice.

AGREEMENT TO THE TERMS OF THIS CONSTITUTION

Each of the persons named below as a member consents to becoming a member of the Company, agrees to the terms of the Constitution and agrees to take up the number of the class of shares set out against the member's name for the amounts specified.

Details and signature of member	Number and class of shares	Amount to be paid per share
John Smith	6 shares	\$1.00
Smith Investments Pty Ltd ATF Smith Family Trust	6 shares	\$1.00