

TEE SQUARED SUPER PTY LTD
A.C.N. 604 943 768

**Company
Constitution**

Corporations Act

*A Proprietary
Company Limited by
Shares*

Supplied By

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Certificate of Registration of a Company

This is to certify that

TEE SQUARED SUPER PTY LTD

Australian Company Number 604 943 768

is a registered company under the Corporations Act 2001 and
is taken to be registered in Victoria.

The company **is limited by shares.**

The company is a **proprietary** company.

The day of commencement of registration is
the twenty-fourth day of March 2015.



ASIC

Australian Securities & Investments Commission

Issued by the
Australian Securities and Investments Commission
on this twenty-fourth day of March, 2015.

A handwritten signature in black ink, appearing to read 'G. Medcraft'.

Greg Medcraft
Chairman

CERTIFICATE

Table of Contents

Heading	Page #
I. Preliminary	5
II. Definitions and interpretation	5
III. Powers of the company	7
IV. Issue of classes of shares to members	7
V. Calls & lien on shares	12
VI. Transfer and transmission of shares	14
VII. Appointment, resignation & removal of directors	15
VIII. Powers and duties of directors	18
IX. Alternate directors	19
X. Company secretary	19
XI. Managing director	19
XII. Execution of documents	20
XIII. Inspection of books	20
XIV. Directors meetings	21
XV. General meetings	23
XVI. Capital and profits	28
XVII. Notice and payments	29
XVIII. Winding up	30
XIX. Indemnity	30
XX. Loans to members	31
Schedule 1: List of initial directors & classes of shares, rights & restrictions attaching to shares	32
Schedule 2: Default loan agreement	33
Execution	40

**Corporations Act
A Company Limited by Shares**

Constitution of

TEE SQUARED SUPER PTY LTD

A.C.N. 604 943 768

I. Preliminary

1. This document is the constitution of **TEE SQUARED SUPER PTY LTD** (“**the company**”), which is a proprietary company limited by shares. The rules contained in the “Replaceable Rules” as set out in the Corporations Act 2001 shall not apply to the company but this constitution will apply to the company.
2. The company shall not engage in any activity (other than an offer to existing members of the company or employees of the company or a subsidiary of the company) that will compel disclosure to investors with ASIC under Chapter 6D of the *Corporations Act 2001* (Cth) (“**Corporations Act**”).
3. The liability of the members is limited. All members of the company have liability limited to that amount, if any, that is owed on their issued shares. The company shall have a minimum of one member. The company may not have more than 50 members who are not also group employees (where “member” includes joint holders of one share as a single member).
4. All words defined in the Corporations Act have the same meaning if used in this constitution unless the context otherwise requires.
5. The directors may pay out of the moneys of the company in their hands for formation and registration of the company and must vest the assets acquired by them.

II. Definitions and interpretation

6. In this constitution, unless the context otherwise requires:

Act means the Corporations Act 2001 and expressions defined or used in the Act have the meanings in which they are defined in the Act.

Address of member means the address of a member as stated in the register or if he or she has given notice in writing to the company of a changed address, the last address of which he or she has given such notice.

Alternate or **Alternate director** means a person who holds office for the time being as an alternative director under this constitution.

Auditor means the auditor for the time being of the company as defined in the Act.

Business day means a day from Monday to Friday excluding public holidays in the jurisdiction where the company is registered.

Company secretary or **secretary** includes an assistant and an acting company secretary.

Corporations Act means the *Corporations Act 2001* (Cth) and any regulations made under it.

Call (or any amount called in respect of a share) includes any amount that must be paid at a fixed time or fixed times under the terms of issue of the share.

- References to any officer of the company include any person acting for the time being as such officer.
- The provisions contained in this constitution shall be read and construed subject to the provisions contained in shareholders agreement entered into between each of the members of the company, if any.
- The headings and table of contents of this constitution shall not effect the construction of the terms of the constitution.

III. Powers of company

8. The company possesses all powers of a natural person, subject to any restrictions in the Corporations Act, except that it is not permitted to distribute the company's income or property to its members. The sole purpose of the company is to act as the trustee of a regulated superannuation fund within the meaning of section 19 of the *Superannuation Industry (Supervision) Act 1993*.

IV. Issue of classes of shares to members

9. At any time, the directors may allot and issue unissued shares subject to clause 8, or grant options over unissued shares, on any condition and at any time they see fit, taking care to preserve any special rights conferred on existing shareholders. Consideration for such shares shall be as resolved by the directors. No director may issue bearer shares or stock. No director may convert shares to stock. Such share issues or allotments by the directors may be as fully or partly paid or as payment. The amount of calls or timing of calls to be paid may be differentiated as between individual shareholders. Conditions as to any special rights privileges, conditions, restrictions or limitations in regard to distributions, dividends, capital returns or voting, whether deferred, qualified, preferred, or guaranteed, may be imposed by the directors.
10. The directors may grant options on shares. Issued shares may be of any class authorised by this constitution (for table summary see Schedule 1).
11. The rights, privileges and conditions attaching to Ordinary, "A" and "B" Class shares are as follows:
 - They shall confer to the holders thereof the right to receive notice of and to attend any meeting of the company's members
 - They shall confer the right to attend any meeting of members and to exercise one vote for every share held.
 - They shall confer to the holders thereof the right to participate in any dividends declared and payable by the company on the class of share held.
 - Upon a winding up of the company they shall confer to the holders thereof the right to repayment of capital paid upon such shares.
 - Upon a winding up of the company they shall confer to the holders thereof the right to participate in any distribution of surplus assets or profits of the company.
12. The rights, privileges and conditions attaching to "C" Class shares are as follows:
 - They shall confer to the holders thereof the right to receive notice of and to attend any meeting of the company's members.
 - They shall not confer the right to attend any meeting of Members and to exercise one vote for every share held.
 - They shall not confer to the holders thereof the right to participate in any dividends declared and payable by the company on the class of share held.
 - Upon a winding up of the company they shall not confer to the holders thereof the right to repayment of capital paid upon such shares.
 - Upon a winding up of the company they shall not confer to the holders thereof the right to participate in any distribution of surplus assets or profits of the company.

17. The rights, privileges and conditions attaching to “H” Class shares are as follows:
- They shall not confer to the holders thereof the right to receive notice of and to attend any meeting of the company’s members.
 - They shall not confer the right to attend any meeting of members and to exercise one vote for every share held.
 - They shall not confer to the holders thereof the right to participate in any dividends declared and payable by the company on the class of share held.
 - Upon a winding up of the company they shall confer to the holders thereof the right to repayment of capital paid upon such shares.
 - Upon a winding up of the company they shall confer to the holders thereof the right to participate in any distribution of surplus assets or profits of the company.
18. The rights, privileges and conditions attaching to “I” Class shares are as follows:
- They shall not confer to the holders thereof the right to receive notice of and to attend any meeting of the company’s members.
 - They shall not confer the right to attend any meeting of members and to exercise one vote for every share held.
 - They shall confer to the holders thereof the right to participate in any dividends declared and payable by the company on the class of share held.
 - Upon a winding up of the company they shall not confer to the holders thereof the right to repayment of capital paid upon such shares.
 - Upon a winding up of the company they shall confer to the holders thereof the right to participate in any distribution of surplus assets or profits of the company.
19. The rights, privileges and conditions attaching to “J” Class shares are as follows:
- They shall not confer to the holders thereof the right to receive notice of and to attend any meeting of the company’s members.
 - They shall not confer the right to attend any meeting of members and to exercise one vote for every share held.
 - They shall confer to the holders thereof the right to participate in any dividends declared and payable by the company on the class of share held.
 - Upon a winding up of the company they shall confer to the holders thereof the right to repayment of capital paid upon such shares.
 - Upon a winding up of the company they shall not confer to the holders thereof the right to participate in any distribution of surplus assets or profits of the company.
20. The rights, privileges and conditions attaching to “K” Class shares are as follows:
- They shall not confer to the holders thereof the right to receive notice of and to attend any meeting of the company’s members.
 - They shall not confer the right to attend any meeting of members and to exercise one vote for every share held.
 - They shall confer to the holders thereof the right to participate in any dividends declared and payable by the company on the class of share held.
 - Upon a winding up of the company they shall not confer to the holders thereof the right to repayment of capital paid upon such shares.
 - Upon a winding up of the company they shall not confer to the holders thereof the right to participate in any distribution of surplus assets or profits of the company.

24. No share may be issued unless the directors first offer them to the existing holders of shares of that class. The company may pass a resolution at a general meeting authorising the directors to issue shares without complying with this rule.
- To the extent that is reasonably practicable, such an offer to a shareholder ought to be of a number of shares that is proportionate to the number of shares of that class already held.
 - The offer must give the shareholders a statement setting out terms of the offer, including the number of shares being offered and the period for which the offer shall remain open.
 - Shares not accepted within 21 days of the receipt of the offer shall then be issued to members wanting a number of shares exceeding their offer. If the number of shares is too small to cover the desired additional shares, then they shall be distributed as nearly as possible to the proportional numbers of additional shares demanded.
 - If the number of shares exceeds the desired additional shares, then the excess may be distributed to members or non-members as the directors see fit, insofar as the person is willing to meet the issue price.
 - Any shares so offered and not taken up may then be issued by the directors as they see fit. The price of issued shares shall be determined by the directors.
25. The directors may allot and issue redeemable or non-redeemable preference shares in accordance with the Corporations Act. The directors may convert preference shares into ordinary shares. The directors may issue preference shares that are liable to be redeemed, whether at the option of the company or not. No non-redeemable share may be converted to a redeemable share. All rights attached to the preference shares must be set out in this constitution or approved by special resolution if the rights deal with the following:
- voting;
 - capital repayment;
 - priority of payment of dividends and capital in relation to company property or other shares;
 - dividends, whether cumulative or non-cumulative; and
 - participation in surplus profits and assets.
26. A general meeting of shareholders may pass an ordinary resolution converting any of the company's shares to a larger or smaller number of shares and cancel the shares that have been forfeited under the terms on which the shares are on issue. The company, subject to the law may reduce its share capital in any manner and / or buy back its own shares.
27. No rights of holders of shares of classes with special rights are varied or cancelled by the mere creation of more shares that are equivalent to the shares of that class. No such rights of such holders may be varied or cancelled except by special resolution of the company and either the written consent of members holding at least 75% of that class of shares, or a special resolution at a general meeting of members holding that class of shares.
28. Commission and brokerage may be paid by the company by paying shares and/or allotting shares in accordance with the Corporations Act.
29. All shareholders must be issued one share certificate, free of charge, for all the shares registered in their name and in the form stipulated by directors in accordance with the Corporations Act. Joint shareholders are entitled to only one share certificate between them, and delivery of the certificate to one of them counts as delivery to all of them.
30. Subject to the Corporations Act, directors may cancel and replace for a fee any share certificate that has become illegible, and must replace for a fee any destroyed or missing share certificate. The directors must also issue a replacement certificate for any share certificate that the company receives and cancels.

- a date and time no earlier than 10 working days after the service of the notice on or before which the payment is required, and the place where the payment must be made; and
 - the fact that the shares will be liable to be forfeited if the amount is not paid as required.
41. Upon forfeiture, the directors must enter it and its date in the share register. The company must give notice in writing to members holding forfeited shares. The mere failure to do so does not in itself affect the validity of the forfeiture. Such forfeiture shall include all dividends.
 42. Forfeiture extinguishes all interests in the shares of the former member. The member has no claim against the company in respect of the shares. The member remains liable to pay the outstanding amount, as well as all calls, instalments, interest and expenses in respect of the forfeited share as of the time of forfeiture; and is also liable to pay interest commencing at the time of forfeiture until and inclusive of the date of payment of the amounts, calculated as in clause 37, if the directors see fit. The directors themselves have no obligation to enforce the repayment.
 43. Sufficient evidence of forfeiture is the right and title of the company to sell, dispose and reissue the shares is provided by a certificate in writing issued by the company and signed by an officer stating that the share is forfeited and providing the date on which it was forfeited.
 44. Forfeited shares may be sold or disposed of or reissued by the company in any way and by any means the directors see fit. The company may transfer the forfeited share to a person on receipt of consideration for it. The person becomes registered as the holder of that share, but has no responsibility over what is done with the consideration. Irregularities or invalidities in the initial forfeiture or the disposal procedure shall not affect such later entitlement to the share.
 45. The person who lost the forfeited share shall be entitled to the balance of the proceeds of sale over the amount outstanding on the share if the share is disposed of under clause 44.
 46. On each share registered to a member, the proceeds of sale of such a share, all dividends payable in respect of the share, unpaid due calls or instalments on the share, all amounts the company has paid under requirements of law in respect of the share or its forfeiture or sale, and all interest and expenses due and payable to the company in respect of the share, the company has a first and paramount lien. The directors may exempt a share from such a lien; and any registration of transfer of such a share waives the company's lien in respect of that share unless the directors decide otherwise.
 47. If, under Australian or other law, the company becomes subject to any liability or requirement to make payment in respect of registered shares or amounts payable to members in respect of those shares (whether held solely or jointly), including payment of tax, then the company is entitled to an indemnity against it by the relevant members. This shall not affect any other rights the company has in respect of the liability or requirement.
 48. The company shall have a lien on any such shares or amount of money for the amount of the liability or requirement, plus any interest calculated as per clause 37 from the time the company pays the liability or requirement until the member indemnifies the company. The directors may waive payment of interest under clause 37. The company may deduct any amount it owes to a member to the extent the member owes an amount due under such an indemnity.
 49. Holders of shares over which the company holds a lien may not exercise any rights the holders have in respect of those shares.

62. If a shareholder dies, and the shareholder owns shares jointly, only the surviving joint holder of the appropriate shares shall be recognised by the company as being entitled to the deceased's interest in the shares. The estate of the deceased shall not then be released from any liability in respect of the shares.
63. A person entitled to be registered as shareholder upon the death of the original shareholder shall be entitled to receive payments in respect of the relevant shares, including dividends, to which the original holder would have been entitled had the holder not died. Before this takes place, the person must furnish the directors with any information they properly require. The person shall not be entitled to any of the other rights attached to the shares until registration of that person.
64. Subject to the *Bankruptcy Act 1966*, if a person becomes entitled to shares because of the shareholder's bankruptcy, and the person gives the directors of the company all information they reasonably require to establish the person's entitlement to be registered as the holder of the shares, that person may elect to be registered as the holder of the shares by giving written and signed notice to the company (upon which the company must register the personal representative as the holder of the shares); and may elect to transfer the shares to another person by giving a completed transfer form to the company (such a transfer being subject to the same rules as apply to share transfers generally).
65. If a person becomes entitled to shares due to the mental incapacity of a shareholder, that person may elect to be registered as the holder of the shares by giving written and signed notice to the company (upon which the company must register the personal representative as the holder of the shares); and may elect to transfer the shares to another person by giving a completed transfer form to the company (such a transfer being subject to the same rules as apply to share transfers generally), so long as the person gives the directors all reasonably required information for establishing that person's entitlement to be registered as holder of the shares. The person shall be entitled to the same rights as the original shareholder, whether or not registered as the holder of the shares.
66. The transferor of any shares in the company remains the holder of the shares until the registration of the transfer and the entering of the name of the transferee in the register in respect of the shares.
67. The directors may not refuse to register any share transfer or transmission of shares if :
 - the transfer and share certificate (if any) are lodged at the registered office; and
 - the fee (if any) for registration is paid; and
 - the directors have been given the reasonably required further information (if any) to establish the right of the transferor to make the transfer.
68. The directors may refuse to register a transfer of shares if:
 - the shares are not fully-paid; or
 - the company has a lien on the shares.

VII. Appointment, resignation & removal of directors

69. The company must always have at least one director. The number of directors of the company must never exceed 4. Any member (shareholder) of the company can also act as Director of the company. In a one member (shareholder) company the member must also act as Director of the company.

- the director or their estate becomes liable to be dealt with under mental health law;
 - the directors declare the director's office vacant for the reason that he or she fails to attend director meetings for six consecutive months without some special leave from the other directors; or
 - the director fails to pay any call on the director's shares until a month or some longer period allowed by the directors has passed since that call.
80. Directors of the company shall be paid the remuneration that is decided upon by a resolution of a general meeting of the company, or by resolution of the directors until such time as the general meeting can reasonably pass such a resolution.
81. The company may pay directors' expenses, including travel and accommodation expenses, where the director incurs such expenses in attending directors' meetings, committee meetings, general meetings, or otherwise in connection with the company's business.
82. If the directors do not set different fee amounts for different directors, then all the fees must be equal. Directors' fees accrue daily.
83. Directors are entitled to be remunerated for other work (including professional work) for the company, and are entitled to hold another office with the company. The exception is that no director may hold an office of auditor or do auditing work for the company.
84. If a director of the company has a material personal interest in a matter that relates to the affairs of the company, that director shall notify the other directors of the company of that interest in accordance with Section 191(1) of the Corporations Act if Section 191 of the Corporations Act so requires.
85. If a director of the company has a material personal interest in a matter that relates to the affairs of the company, and:
- the director does not need to disclose the nature and extent of that interest under Section 191 of the Corporations Act; or
 - the director discloses, at a director meeting, the nature and extent of the interest and its relation to the affairs of the company, in accordance with Section 191 of the Corporations Act; then:
 - the director is permitted to vote on matters relating to the interest;
 - the transactions relating to that interest may proceed;
 - the director may benefit from the transaction, and does not have to account to the company for any profits arising therefrom;
 - the director shall not be disqualified from office for the reason only that such a personal interest exists; and
 - the company is not permitted to avoid the transaction for the reason only that such a personal interest exists.
86. General notice that a director is an officer or member of any specified firm or corporation or has some interest therein may be given by the director at the registered office. That notice thereafter becomes effective as disclosure of that interest in any subsequent matter involving the company and that firm or corporation; but only to the extent that the director's interest does not at that subsequent time exceed the interest stated in that general notice. The general notice must accurately set out the extent and nature of the interests, as well as their existence.
87. A person who is a director of the company, at the time the company incurs any liability in the course of acting or purporting to act as a trustee, shall be liable to discharge the whole or part of that liability under the following circumstances:

IX. Alternate directors

94. Any director of the company may, with the approval of the other directors, appoint an alternate director to exercise some or all of the director's powers for any specified period. The appointment must be in writing. The alternate must be given notice of directors' meetings if the appointing director so requests.
95. The exercise of powers by an alternate director shall be just as effective as if the powers were exercised by the director for whom they act as alternate director.
96. An alternate director need not be paid any remuneration by the company beyond reasonable travelling, accommodation and similar expenses incurred in attending meetings of directors, meetings of members, meetings of committees of directors, or otherwise in connection with company business.
97. An alternate director is never the agent of the appointing director and remains personally responsible for their conduct. The alternate director may exercise the same powers on the same conditions as the appointing director, including voting powers at meetings, and has all the same rights as the appointing director.
98. If the appointing director so requests, their alternate may be entitled to notice of director meetings. Resignation of alternate director takes place immediately upon notice being given to the registered office. The appointment of the alternate director ceases if the appointing director ceases to be a director in the company. The other directors may dismiss the appointment of alternative director in a general meeting after giving the appointing director a notice before the general meeting.

X. Company secretary

99. A company secretary holds the office of company secretary only on the terms and conditions determined by the directors, including terms of remuneration. The company secretary acts as in accordance with the Corporations Act and acts as the company's public officer.
100. At any time, without cause, the directors may remove a company secretary or vary or revoke the appointment of the company secretary.

XI. Managing director

101. The directors of the company may appoint one or more of their number to the office of managing director (MD) of the company. The directors of the company are permitted to decide upon the period and terms (including as to remuneration) of the appointment. For so long as MD is the director of the company, he will be the chairperson of every meeting of members of the company.
102. The MD of the directors of the company may confer any powers exercisable by the directors. Any powers so conferred may be concurrent with, or be to the exclusion of, the powers of the directors.
103. Any person may be appointed by the directors as temporary MD upon the MD being unable to act in that office. Multiple MDs shall hold the office jointly.
104. The resignation, disqualification or removal of an MD shall take place in similar manner as with other directors, with any necessary modifications. Any removal of an MD from office must accord with any employment contract between the company and the MD. The appointment of any MD shall automatically terminate if he ceases to be a director of the company.

116. Proper financial records and accounts must be maintained by the directors. Financial and directors' reports must be distributed as specified in the Corporations Act.
117. A register of mortgages and charges specifically affecting the property of the company must be kept by the company as stipulated in the Corporations Act.
118. No member who is not a director is entitled to any information concerning the business, trading or customers of the company, or any confidential information of the company. A member may be authorised to inspect the books of the company by the directors of the company or by a resolution passed at a general meeting of the company.

XIV. Director meeting

119. Any director may, by giving reasonable written or oral notice to all other directors, call a directors' meeting at any time. Directors may have meetings, adjourn meetings and regulate the meetings in any way they see fit.
120. No defect in the appointment to or continuance in any office of any person, and no person's disqualification from or disentitlement to vote, shall cause any action done by that person at a director meeting or committee or by that person claiming to act as director or under the company's power of attorney, to be invalid, provided this is not discovered until after the action is taken.
121. A sole director may pass resolutions by means of a written record of that resolution signed by the sole director.
122. Where there is more than one director of the company, the directors may pass a resolution without a director's meeting being held. All the directors entitled to vote on the resolution must sign a document containing a statement that they favour the resolution set out in the document. All directors must be given reasonable notice of the resolution. If separate copies of such a document are signed, they must all be identical in the wording of the resolution and the statement. The resolution shall be passed at the time that the last of the directors signs the resolution. The minutes of the meetings of directors must duly note the resolution.
123. Upon consent by a majority of directors, director meetings may take place using some technological medium. This consent may only be withdrawn a reasonable time before such a meeting is to take place. A technological medium used for such a meeting must be capable of giving all participants a reasonable opportunity to participate in the meeting.
124. The location of the meeting shall be deemed to be the place where the largest number of participants is located; or if there is no such place, then the place where the chair is located. Upon any failure of the technology such as to deprive any director of a reasonable participation, then the chair must announce the adjournment of the meeting until the problem is fixed, or, if the problem is not fixed within one hour, then until such a date and time as the chair believes all the directors will be able to participate.
125. A director's meeting of the type detailed in clause 124 may not be held if any director withdraws their consent to the meeting at least 48 hours before the meeting.
126. Any director who leaves a meeting of the type detailed in clause 124 but does not obtain the express consent of the chair before doing so, shall be presumed to have been present throughout the meeting, but only for the purpose of deciding whether the quorum was met.
127. The directors may appoint one of their number as a chair for directors' meetings. The directors may determine the period for which the director is to be the chair. Where a chair is unavailable or declines to act for any part of a directors' meeting, or no chair has been elected for the meeting, the directors must elect a director present to be the chair.

136. The rules applicable to minutes of director meetings apply to committee minutes, with any necessary modifications. If the committee consists of one person, then a minute signed by that person counts as a minute of the committee.

XV. General meetings

137. At any time a director may call a general meeting of the members of the company. A general meeting shall be convened by the directors on request of the Members in accordance with Section 249D of the law. Members of the company may convene a meeting in accordance with the Corporations Act (Section 249E and 249F). Directors may not compulsorily convene an annual general meeting of the company.
138. Technological media may be used to allow a meeting to take place in multiple locations simultaneously, provided the medium allows all the participating members reasonable opportunity to participate in the meeting, and allows the chair to be fully aware of the proceedings. The technology must permit all participating members to vote by means of a show of hands or poll.

Such a meeting is deemed to take place where the largest number of members is located; or, if there is no such place, then the place where the chair is present. Upon any failure of the technology such as to deprive any member of a reasonable participation, then the chair must announce the adjournment of the meeting until the problem is fixed, or, if the problem is not fixed within one hour, then until such a date and time as the chair believes all the members will be able to participate.

139. Those persons entitled under the Corporations Act to receive a notice of a general meeting must be given at least 21 days' notice, unless consent for shorter notice is given in accordance with the Corporations Act. Shorter notice may be given for an annual general meeting if all members entitled to vote at the meeting agree beforehand.
140. Notice of a general meeting must specify:
- the time and location of the meeting and if the meeting is to be held in two or more places, the technology that will be used to facilitate this;
 - the general nature of the intended business to be transacted;
 - details of special resolutions intended to be passed;
 - any technological medium to be used;
 - the right to appoint proxies if a member is entitled to 2 or more votes;
 - that any member who appoints 2 proxies must specify what proportion of the member's votes each proxy will be appointed to exercise; and
 - any further information stipulated by the Corporations Act.

Even if such notice is not given, or is not received, to any person entitled to the notice, the validity of the proceedings or resolutions passed at the proceedings shall not be affected, so long as this failure was accidental.

141. The directors have the power to cancel any meeting that was convened by them. If a meeting was convened by members, then the directors may only cancel it if they receive a signed notice from all the relevant members withdrawing the request for a meeting.

152. At a general meeting of the company's members a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before a vote is taken or before or immediately after the declaration of the result of the show of hands) demanded by the chairperson or by at least two members entitled to vote in the resolution or by a member or members with at least 5% of the votes that may be cast on the resolution on a poll.
- A demand for a poll may only be withdrawn prior to the poll.
 - A poll demanded on the election of a chair or on adjournment must be taken immediately; all other polls may be taken in whatever manner and at whatever time the chair directs.
153. At a general meeting:
- each member has one vote on a show of hands; and
 - each member has one vote for each share they hold on a poll (unless the shares are of a particular class whose rights supersede this).
154. In the case of an equality of votes on a resolution, by show of hands or on a poll, the chairperson of the meeting of the company's members at which the show of hands takes place or at which the poll is demanded, has a casting vote in addition to any vote the chairperson may have in his capacity of being a member.
155. If a share is held jointly, and more than one holder of that share attempts to vote in respect of that share, the vote that counts is the vote of the member whose name appears first in the register of members' counts.
156. A challenge to the right to vote at a general meeting must be made only at that meeting. The chair determines the challenge, and the chair's decision is final.
157. Members who are minors, or of unsound mind, or whose estates are, liable to be dealt with in any way under any law relating to mental health, may vote instead by the person or body who has management or guardianship of the person or the estate. If this second person or body wishes to vote by a representative or proxy, they must first satisfy the directors that they themselves have the right to vote under this clause.
158. No member is entitled to vote or be present at a general meeting if they have not yet paid in full all calls and other payable amounts in respect to their shares.
159. If a vote is allowed by the chair, then it shall be deemed valid for all purposes. All objections to any person's right to vote or the validity of any person's vote at a general meeting must be raised at that meeting. Any such objection shall be referred to the chairperson of the meeting, whose decision is final. A vote not disallowed pursuant to any objection is a valid vote for all purposes.
160. The chair must inform the general meeting if any proxy votes have been received in respect of that meeting, and how the proxy votes are to be cast. The chair must inform the general meeting of this before any vote is taken at that meeting.
161. Subject to any rights or restrictions attached to any class or classes of shares:
- at any meeting each member is entitled to vote may vote in person or by proxy or by a representative or by attorney; and

168. The following is a form that may be used for proxy appointments:

<p>PROXY FORM [Company name and ACN]</p>
<p>Meeting Date Place Time</p>
<p>I/We, [names and addresses of member(s)] am/are a member/members of [company name and ACN]. I/We appoint the following person/persons as proxy/proxies to vote at the specified meeting and any adjournments on my/our behalf:</p>
<p>[name and address of proxy or office of proxy]</p>
<p>I/We appoint the following alternate person/persons as proxy/proxies to vote at the specified meeting and any adjournments on my/our behalf if the appointed proxy/proxies is/are unable to vote:</p>
<p>[name and address of proxy/proxies]</p>
<p>The following are instructions regarding the voting of the proxy/proxies:</p>
<p>[instructions]</p>
<p>Signed, [signature/signatures of member/members making appointment]</p>

169. The member who has appointed a proxy may also revoke that appointment at any time by providing notice to the company in writing. The mere attendance of the member at the same meeting with their proxy does not itself revoke the appointment; however, the proxy is not permitted to vote in such a situation unless the appointing member refrains from voting.
170. No authority to exercise a member's voting rights at a general meeting shall be valid unless the company's registered office or other place specified in the notice of meeting is given at least 48 hours' notice before the appointed commencement of the relevant meeting or adjourned meeting. Faxed documents may be sent. Any proxy or power of attorney must be accompanied by the authority under which the proxy was signed or a certified copy of the relevant power of attorney.
171. At a general meeting, anyone appointed to exercise the voting rights of a member shall have the same rights to speak and vote as the appointing member, except at such times when the appointing member is physically present at the meeting. Proxies or other appointed persons must obey directions when voting. If no direction exists, the person may vote only if they are separately entitled to vote on the resolution. Such persons are permitted to demand a poll as if they were members.
172. Votes by persons having the authority of a member shall not have their validity affected by the following unless the registered office is notified of the fact at least 48 hours in advance of the commencement of the relevant meeting or adjourned meeting:

- dividing or combining shares, upon which any amount unpaid on the shares is divided equally among their successor shares;
 - cancelling forfeited shares; and
 - converting shares from one class to another.
181. The company has the power to reduce share capital in accordance with the Corporations Act. The company has the power to do a share buyback in accordance with the Corporations Act.
182. The company must not distribute income of the company or pay dividends to member.

XVII. Notice and payments

183. Notice from the company to members may be given by the following methods:
- personal service on the member;
 - posting it to the member's address as shown on the share register, or at any alternative address for notice that is supplied by the member; and
 - faxing or sending the notice electronically to any electronic address or fax number for notice that has been supplied by the member.
184. Notice to the first named joint holder in the share register is deemed to be given to all that holder's joint holders.
185. If a person becomes entitled to shares when a member dies or becomes bankrupt or becomes entitled to the shares under any law relating to mental health, then notice may be given to that person by the following means:
- personal service on the person;
 - posting it to any address supplied by the person; and
 - by any means that would have been permissible in serving notice on the original member.
186. The following persons must be given notice of a general meeting:
- all members;
 - all directors; and
 - all persons who become entitled to shares when a member dies or becomes bankrupt or become entitled to the shares under any law relating to mental health.
187. No person without an address in the share register shall be entitled to be given notice, unless they have supplied an address or number for the giving of such notice.
188. The time at which notice is taken to be given is:
- if the notice is of a meeting, then the business day after it is posted if it is posted to an Australian address, or 5 business days after it is posted if it is posted to a foreign address;
 - if the notice is of any other type, then it is taken to be given at the time it would be delivered in the normal course of posting; and
 - a notice sent by fax is taken to be given on the business day on which it was sent, so long as the sender receives a transmission report confirming that the entire message was sent to the correct number.

198. If clause 195 is deleted or changed, then it only continues to apply in relation to any acts or omissions from before that date.

XX. Loans to members

199. The company may loan amounts to members by way of a resolution passed by the directors.
200. Unless a written agreement by both the company and member involved states otherwise, such loans shall be governed by the Default Loan Agreement as per schedule 2. The member continues to be bound by the Default Loan Agreement even upon ceasing to be a member.
201. If a person or associate becomes a member only after borrowing money from the company, then the Default Loan Agreement will likewise apply from the date of registration, unless a written agreement by both the company and member involved states otherwise.
202. “Associate” and “Loan” in the preceding two clauses shall have the same meaning as in the Default Loan Agreement.

Schedule 2

Default Loan Agreement

LOAN FACILITY AGREEMENT made at
on / /

PARTIES

BETWEEN:
TEE SQUARED SUPER PTY LTD (the "Lender")
A.C.N. 604 943 768

AND:

The member or members ("Borrower")

RECITALS:

The Lender has agreed to provide a loan facility to the Borrower in accordance with this Agreement.

THE PARTIES AGREE:

Definitions for Default Loan Agreement

In this Agreement, unless the context or subject matter otherwise require:

Act means the Income Tax Assessment Act 1936 and 1997, as amended, consolidated, rewritten or re-enacted from time to time, and includes any regulations made pursuant to that Act;

Advance means any advance or loan made to the Borrower by the Lender after the date of this Agreement;

Agreement means this loan facility agreement (including the recitals);

Amalgamated loan means the total of all the loans made under this agreement that are made in a particular year of income and are not repaid by the end of that year.

Associate means what it means in Division 7A of the ITAA 1936.

Authorised Representative means:

- in respect of a party which is a corporation:
 - a company secretary or director or any officer of the corporation whose title or office includes the words "manager" or "director"; or
 - a person acting with the title or in the office of manager or director; and
- in respect of each party, a solicitor of that party or a person nominated by Notice to the other party as an authorised representative;

The facility

The Term

The term for each Advance shall be deemed to have commenced on the date the Advance was made, and the Due Date for each Advance shall be one business day before the date on which the Term expires.

Interest

A member must pay interest at the benchmark interest rate as defined in the ITAA 1936 Sec 109N(2) from 1 July following the loan being made by the company to that member. The Interest Rate must be determined afresh at the beginning of each Year, but thereafter remains constant throughout the Year. Interest shall be calculated daily by applying the Interest Rate to the Outstanding Balance (less any Advances made during the current Year). Interest shall become payable on the last day of each Year.

Minimum repayments

Members must at least meet the annual minimum repayments, with interest by its due date or as defined in Section 109E(5) of the ITAA 1936, by 30th June every year.

Repayment

All loans must be repaid by the member to the company by the end of the term, including any interest, by no later than 7 years from the date the loan was made or deemed to have been made under the ITAA 1936 Section 109N(3)(b).

The Borrower shall make one repayment in respect of the entire Outstanding Balance on or before the last day of each Year. The amount of this repayment shall be the minimum amount necessary to prevent the Outstanding Balance being treated as a dividend by reason of Section 109E of the Act.

The parties acknowledge that unless and until Section 109E of the Act is amended, or any regulations are made hereunder, the amount referred to in paragraph above is the minimum yearly repayment worked out in accordance with Section 109E(6) of the Act.

Capitalising interest

If any interest is due on a loan and unpaid, the company may choose to capitalise it. This capitalised portion counts as part of the loan, backdated to the date the interest became due.

Security

Reasonable security for obligations of members to the company may at any time be requested by the company.

Costs

All costs reasonably incurred by the company in connection with this agreement, and any security the member offers or provide under this agreement, must be paid by the member to the company. This shall include stamp duty costs.

Default

Acceleration of amounts

In the following circumstances the company may choose to treat loans to the member as payable automatically and immediately (including any interest):

- An amount payable under this agreement is not paid by the member.
- Any of the member's property is assigned to the benefit of creditors or a class of creditors.

General

Warranties

The Borrower warrants to the Lender that:

- it has full legal capacity and power to enter into, exercise its rights and perform its obligations under this Agreement;
- all conditions and things required by applicable law to be fulfilled or done in order:
 - to enable it lawfully to enter into, and exercise its rights and perform its obligations under, this agreement;
 - to make this agreement admissible in evidence in the courts in this jurisdiction;
 - have been fulfilled or done;
- this Agreement constitutes its valid and legally binding obligations, enforceable against it in accordance with their respective terms except to the extent limited by equitable principles and laws affecting creditors' rights generally;
- no litigation, arbitration or administrative proceedings are taking place, pending or, to the knowledge of the borrower, threatened against it or any of its property which, if adversely determined, could have, either separately or in aggregate, a material adverse effect on it;

Payment

If the company so wishes, it may inform the member in writing that payment under this agreement must be made in a specified way.

Liability

Where a member comprises multiple persons, any obligations imposed by this agreement on that member shall be imposed on those persons individually and jointly. A breach by any one of those persons is deemed to be a breach by all of them.

Costs

The Borrower shall pay to the Lender all stamp duty payable on or in respect of this Agreement, all legal and other costs, charges and expenses incurred or paid by the Lender relating to the negotiation, preparation, execution and enforcement of this Agreement.

Waiver

A waiver of the exercise of a right or performance of a duty under this agreement may only occur when and to the extent that it is specifically waived in writing by the lender. A right may only be waived by Notice, signed by the party (or its Authorised Representative) to be bound by the waiver.

Severability

If anything in this agreement is unenforceable, then it is severed to that extent. All provisions not severed are unaffected by this severance. Provisions in this agreement are to be interpreted in a manner that makes them enforceable.

Assignment

No party shall be entitled to assign its rights or obligations under this Agreement without the prior written consent of the other parties, which consent may be given or withheld, or given on conditions, in the absolute discretion of the other parties.

Notices

Notices given under this Agreement shall be:

- in writing; and
- signed by the party giving the Notice or by that party's Authorised

Execution

I (name of member) agree to abide to the terms and conditions of this Loan Agreement

Member's Signatures

Witness Signatures

Directors Signature

Witness Signature

Execution

I/We, the person(s) specified in the application for the Company's registration are the person(s) who consent to become a Member(s) of the Company, agree to the terms of the foregoing Constitution.

Thanh Tran

Witness Signature

Dated

Witness Name

Thao Tran

Witness Signature

Dated

Witness Name