

# **DB CAPITAL PTY LTD (ACN 609 301 377)**

## **Statement of Members in Favour of Special Resolution**

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Members: Desmond Besanko for DIB Trust

The members listed above being all the members of the Company hereby state that they are in favour of the resolution set out below with the intent that the resolution be passed as a special resolution upon that date that the last member signs this statement.

### **Special Resolution**

That the constitution of the Company be amended by inserting Rule 8A after Rule 8 as follows:

#### **8A Non-voting Redeemable Preference Shares**

##### **1. Issue of Non-voting Redeemable Preference Shares**

The Directors of the Company may issue non-voting redeemable preference shares (in this Rule called 'Preference Shares') at an Issue Price determined by the Directors for each Preference Share.

##### **2. Limit on Number that may be Issued**

The Directors may issue no more than 3,000,000 Preference Shares.

##### **3. Share Capital Account**

The Company must credit all monies paid on the issue of Preference Shares to the share capital account.

##### **4. Entitlement to Preferred Dividend**

Subject to the Corporations Act 2001 and the Tax Act the holder of a Preference Share during a Financial Year is entitled to receive a Preferred Dividend in respect of that Financial Year as described in this Rule.

##### **5. Preferred Dividend**

The Preferred Dividend payable in respect of each \$1 Preference Share is equal to 6.525% per annum, paid monthly in arrears, per \$1 from the annual net taxable profit of the Company during the relevant Financial Year as determined by the Company Accountants.

##### **6. Entitlement of Holder on Redemption Date**

The Preferred Dividend is payable to the person registered as the holder of the Preference Share at any given time during a Financial Year, but only payable for the period in which they are held.

##### **7. Rights on Winding Up**

Upon any return of capital on winding up of the Company, the holder of a Preference Share is entitled to receive out of the assets of the Company available for distribution to shareholders, in respect of each Preference Share held, a sum equal to the Issue Price for the Preference Share before any return of capital is made to holders of other shares. The holder of a Preference Share is not entitled to share in any surplus assets after repayment of capital available on winding up of the Company.

## **8. Terms of Redemption**

Subject to the Corporations Act 2001, this Rule applies to the redemption of the Preference Shares. Where a Preference Share is redeemed the amount payable to the holder of a Preference Share is the Issue Price for the Preference Share.

## **9. Redemption at Option of Holder of Preference Share**

Preference Shares are redeemable at the option of the holder of the Preference Shares. The holder of a Preference Share must give at least 3 months written notice to the Company, unless otherwise agreed, of their intention to have some or all Preference Shares held by the holder redeemed by the Company. The Company may elect to pay the proceeds of those Preference shares so elected for redemption over a period not exceeding 3 months but will continue to pay dividends on a pro rata basis.

## **10. Redemption at Option of the Board**

Preference Shares are also redeemable by the Company at the option of the Board. The Board must give at least 3 months written notice to the holder of a Preference Share, unless otherwise agreed, of the Board's intention to have some or all Preference Shares held by the holder redeemed by the Company.

## **11. Redemption Date**

The written notice requiring Preference Shares to be redeemed is called the Redemption Notice. The Redemption Notice will state the date on which the Preference Shares are to be redeemed ('Redemption Date').

## **12. Application of Company Funds for the Purpose of Redemption**

Redemption will be effected by the Company making payment to the holder of the Preference Share being redeemed the Issue Price for that Preference Share, as directed by the holder of the Preference Share.

## **13. No Right to Notice of or Attend Meetings**

A holder of Preference Shares has no right to receive notices of meetings of Members nor any right to attend general meetings of the Company except where the resolution to be considered specifically requires the consent or consideration of Preference Shareholders.

## **14. Voting Rights**

A holder of Preference Shares has no right to vote in respect to their Preference Shares at any general meeting of the Company except where the resolution to be considered specifically requires the consent or consideration of Preference Share holders in which case each parcel of Preference Shares held will entitle the holder to one vote.

## **15. Transfer of the Preference Shares**

The Preference Shares are transferable in accordance with the constitution of the Company.

## **16. Review of Accounts**

The company must make available to the preference shareholder half yearly 'highend' or summarised profit and loss statements and balance sheets.

## **17. Conflict with Shareholder agreements and constitution**

Where the terms of this resolution conflict with other terms of the constitution or shareholder agreements these terms shall prevail.

## **18. Variation of terms**

The terms of the preference shares may only be changed with the consent of the preference shareholder.

## **19. Change of shareholders or Directors**

Any change of directors or Ordinary shareholding shall be communicated to the remaining shareholders including the preference shareholders with 7 days of the change being registered with ASIC.

## **20. Breach of Constitution**

The directors shall notify the holder of the preference shares of any breach of the company constitution.

## **21. Definitions**

In this Rule, unless the context requires otherwise:

- 21.1. 'Company' means DB CAPITAL PTY LTD (ACN 609 301 377);
- 21.2. 'Company Accountants' means MacKenzie Advisory or such other accounting firm as is determined by the Board of Directors from time to time;
- 21.3. 'Financial Year' means each period of twelve months ending on the 30th day of June in each year provided that:
  - (a) The period commencing from the date of incorporation of the Company and ending on the next 30th June shall be a Financial Year; and
  - (b) The period commencing on the 1st July prior to the winding up or deregistration of the Company shall be a Financial Year.
- 21.4. 'Issue Price' means the price paid or payable by an applicant for each Preference Share;
- 21.5. 'Preference Share' means a Non-voting Redeemable Preference Share issued by the Directors under this Rule;
- 21.6. 'Preferred Dividend' means the dividend calculated in accordance with Sub-Rule 5;
- 21.7. 'Redemption Date' means the date set out in the Redemption Notice;
- 21.8. 'Redemption Notice' means the notice provided in Sub-Rule 11;

21.9. 'Tax Act' means the income Tax Assessment Act 1939 and Income Tax Assessment Act 1997.

**Unanimous Resolution of Existing Shareholders**

The only shares issued by the Company as at the date of this resolution are One (1) Ordinary Class share. The Ordinary class shareholder consents to the Director issuing 3,000,000 Preference Shares at an Issue Price of \$1 per share.



23 September 2019

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Signature of Shareholder

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Date of signing