

Certificate of Registration of a Company

This is to certify that

LMCB SUPERANNUATION PTY LTD

Australian Company Number 613 080 363

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

The company is **limited by shares**.

The company is a **proprietary** company.

The day of commencement of registration is
the seventeenth day of June 2016.



ASIC

Australian Securities & Investments Commission

CERTIFICATE

Issued by the
Australian Securities and Investments Commission
on this seventeenth day of June, 2016.

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

Greg Medcraft
Chairman

ASIC

Australian Securities and Investments Commission

Application for registration as an Australian company

Form 201 - Corporations Act 2001

1 State/territory of registration

I/We apply for registration of the company under the Corporations Act 2001, and nominate the State or Territory in which the company will be taken to be registered.

2 Details of the company

Does the company have a proposed company name?

If yes, the proposed company name is

name reservation number (if any)

no

The company name on registration will be its Australian Company Number (ACN)

Tick the legal elements to apply

Pty.

Ltd.

Proprietary

Limited

No-liability

NL

no legal elements
(s.150 coys only)

Continues on next page...

Is the proposed name identical to a registered business name(s)?

yes no

If yes, I declare that I hold, or am registering the company for the holder(s) of the identical business name(s), the registration details of which are listed below.

ABN

or

Previous Business number	Previous State/Territory of registration

Type and class of company	<p>Type of company</p> <p><input checked="" type="checkbox"/> proprietary company</p> <p><input type="checkbox"/> public company</p>	<p>Class of company</p> <p><input checked="" type="checkbox"/> limited by shares</p> <p><input type="checkbox"/> unlimited with a share capital</p> <hr/> <p><input type="checkbox"/> limited by shares</p> <p><input type="checkbox"/> limited by guarantee</p> <p><input type="checkbox"/> unlimited with a share capital</p> <p><input type="checkbox"/> no-liability</p>	<p>Special purpose</p> <p><input type="checkbox"/> home unit (HUNT)</p> <p><input checked="" type="checkbox"/> super trustee (PSTC)</p> <p><input type="checkbox"/> charitable purpose only (PNPC)</p> <hr/> <p><input type="checkbox"/> super trustee (ULSS)</p> <p><input type="checkbox"/> charitable purpose only (ULSN)</p> <p><input type="checkbox"/> s150 company</p>
Special purpose company	<p><input checked="" type="checkbox"/> I DECLARE that this company is a special purpose company as defined under Regulation 3 of the Corporations (Review Fees) Regulations 2003.</p>		

Governance of a public company

- The company will rely entirely on replaceable rules.
- The company has a constitution.

A proposed public company which has adopted a 'Constitution' must lodge a copy of the Constitution with this application

If the proposed company is to be a public company limited by guarantee state the amount of the guarantee that each member agrees to in writing

The amount of the member's guarantee is:

Registered office

At the office of, Cl- (if applicable)

Office, unit, level and building name

Street Number and Street name

Suburb/City State / Territory

Postcode Country (if not Australia)

Continues on next page...

2 Continued ... Provide details of the company

Does the company occupy these premises?

yes

no

if no, name of occupier

The Macro Group

occupier's consent

The occupier of the premises has consented in writing to the use of the specified address as the address of the registered office of the company and has not withdrawn that consent.

Office hours
for a public company

a Registered office of a public company is open to the public each business day from at 10 am to 12 noon and 2pm to 4pm

Registered office of a public company is open to the public for at least 3 hours between 9am and 5pm.

if (b), insert hours open

from

to

Principal place of business in
Australia

At the office of, C/- (if applicable)

The Macro Group

Office, unit, level and building name

SUITE 10,

Street Number and Street name

205 MONTAGUE ROAD

Suburb/City

SOUTH BRISBANE

State / Territory

QLD

Postcode

4101

Country (if not Australia)

3 Identify ultimate holding company

Will the company have an ultimate holding company upon registration?

yes

If yes, provide the following details of the ultimate holding company

Company Name

ACN/ARBNIABN

Country (if not Australia)

no

4. Appoint officeholder

Give details below of the person(s) who have consented in writing to become a director/secretary of the company.

A public company must have a minimum of 3 directors (2 resident in Australia) and 1 secretary (resident in Australia). A proprietary company must have a minimum of 1 director (resident in Australia). The office of secretary is optional, but if appointed one must reside in Australia. Officeholder(s) appointment date shall be effective from the beginning of the day on which the company becomes registered.

The officeholder's residential address is required

office held

director

secretary

family name

BOWMAN

given names

CHRISTOPHER HUGH

former name

care of

unit, floor, building name

LEVEL 1,

street number and name

60 EDWARD STREET

suburb/city

BRISBANE

State / Territory

QLD

postcode

4000

country (if not Australia)

date of birth

04/12/1958

place of birth

HOME HILL

state/country

QLD

4.Continued ... Appoint additional officeholder

office held

director

secretary

family name

MARTIN

given names

LEXIE MARGARET

former name

care of

unit, floor, building name

LEVEL 1,

street number and name

60 EDWARD STREET

suburb/city

BRISBANE

State / Territory

QLD

postcode

4000

country (if not Australia)

date of birth

29/10/1968

place of birth

TOWNSVILLE

state/country

QLD

5.Share Structure table

Details of shares issued by the company. Please show all details of shares that the company has on issue as the time of this application.

Standard share codes

Refer to the following table for the share class codes for section 4

share class code	full title	share class code	full title
A	A	PRF	preference
B	Betc	CUMP	cumulative preference
EMP	employee's	NCP	non-cumulative preference
FOU	founder's	REDP	redeemable preference
LG	life governors	NRP	non-redeemable preference
MAN	management	CRP	cumulative redeemable preference
ORD	ordinary	NCRP	non-cumulative redeemable preference
RED	redeemable	PARP	participative preference
SPE	special		

share class code	full title	Total number issued	Total amount paid on these shares	Total amount unpaid on these shares
ORD	Ordinary Shares	2	\$2.00	\$0.00

Are any of these shares issued other than for cash?

- if yes, will some or all of the shares be issued under a written contract?
 if no, continue to Section 6 Details of members.
- yes if yes, **Proprietary companies**
 Lodge a Form 207Z certifying that all stamp duties have been paid.
Public companies
 Lodge a Form 207Z and either a Form 208 or a copy of the contract
- no if no, **Proprietary companies**
 Continue to Section 6 Details of members.
Public companies
 Lodge a Form 208

6 Details of members

Use this section to notify the name and address of each person who consents to become a member.

If shares are jointly owned, provide names and addresses of all joint owners on a separate sheet, clearly indicating the share class and with whom the shares are jointly owned.

Member details and shareholdings

Family name
BOWMAN

Given names
CHRISTOPHER HUGH

OR

Company name

ACN/ARBN/ABN

care of

Office, unit, level or PO box number
LEVEL 1,

Street number and name
60 EDWARD STREET

suburb/city
BRISBANE

State/Territory
QLD

postcode
4000

country (If not Australia)

Share class code	Number of shares taken up	Amount agreed to pay per share	Total \$ paid on these shares	Amount unpaid per share	Total \$ unpaid on these	Fully paid ? (y/n)	Beneficially held (y/n)
ORD	1	\$1.0000	\$1.00	\$0.0000	\$0.00	Y	Y

6 Continued... Details of another member

Member details and shareholdings

Family name
 MARTIN

Given names
 LEXIE MARGARET

OR

Company name

ACN/ARBN/ABN

care of

Office, unit, level or PO box number
 LEVEL 1,

Street number and name
 60 EDWARD STREET

suburb/city
 BRISBANE

State/Territory
 QLD

postcode
 4000

country (if not Australia)

Share class code	Number of shares taken up	Amount agreed to pay per share	Total \$ paid on these shares	Amount unpaid per share	Total \$ unpaid on these	Fully paid ? (y/n)	Beneficially held (y/n)
ORD	1	\$1.0000	\$1.00	\$0.0000	\$0.00	Y	Y

Declaration by applicant

I/we apply for registration of a company on the basis of the information in this form and any attachments. I/we have the necessary written consents and agreements referred to in the application concerning the member and officeholders and I/we shall give the consents and agreements to the company after the company becomes registered. The information provided in this application and in any annexures is true and correct at the time of signing.

Signature of applicant

Name of applicant

LEGAL EASE SERVICES PTY. LTD. 080 584 407

Capacity of applicant

Natural person

Corporation

Name of Officeholder

Agent for natural person or corporation

Name of Agent

HALLAM, CATHERINE ANN

Signature of applicant

Date Signed

17/06/2016

Lodging party details

Registered Agent details

ASIC registered agent name

LEGAL EASE SERVICES

ASIC registered agent number

17083

Office, unit, level or PO Box number

LEVEL 1

Street number and Street Name

142 BUNDALL ROAD

Suburb/City

BUNDALL

State/Territory

QLD

Postcode

4217

DX Number

DX City/suburb

Telephone number

(07)5574-2212

CONSENT OF SECRETARY

I, the undersigned, hereby consent to act as Secretary of the Company LMCB Superannuation Pty Ltd as from the date hereof:

Full Name:	LEXIE MARGARET MARTIN
Former Name:	
Address:	LEVEL 1, 60 EDWARD STREET BRISBANE QLD 4000
Date of Birth:	29th October 1968
Place of Birth:	TOWNSVILLE QLD
Business Occupation:	
Other Directorships:	

(in Public Companies / Subsidiaries of Public Companies)


.....
LEXIE MARGARET MARTIN

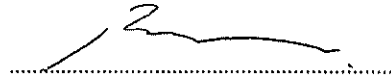
Dated this 17th day of June 2016.

APPLICATION FOR SHARES

I, CHRISTOPHER HUGH BOWMAN, of LEVEL 1, 60 EDWARD STREET BRISBANE in the State of Queensland hereby apply for 1 Ordinary Share in the company known as LMCB Superannuation Pty Ltd hereinafter referred to as the "Company", to be acquired and paid for on the 17th day of June 2016.

I request that my application for Shares be granted and that my name be entered in the Register of members of the Company.

Dated this 17th day of June 2016.



CHRISTOPHER HUGH BOWMAN

Result of Application

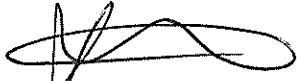
Application for Allotment Granted ?	Yes
Number of Shares:-	One (1)
Class of Shares:-	Ordinary Share
Date Share Application approved:-	17 June, 2016
Share Certificate issued?:-	Yes

APPLICATION FOR SHARES

I, LEXIE MARGARET MARTIN, of LEVEL 1, 60 EDWARD STREET BRISBANE in the State of Queensland hereby apply for 1 Ordinary Share in the company known as LMCB Superannuation Pty Ltd hereinafter referred to as the "Company", to be acquired and paid for on the 17th day of June 2016.

I request that my application for Shares be granted and that my name be entered in the Register of members of the Company.

Dated this 17th day of June 2016.



.....
LEXIE MARGARET MARTIN


Result of Application

Application for Allotment Granted ?	Yes
Number of Shares:-	One (1)
Class of Shares:-	Ordinary Share
Date Share Application approved:-	17 June, 2016
Share Certificate issued?:-	Yes

CONSENT TO USE AN ADDRESS AS THE REGISTERED OFFICE

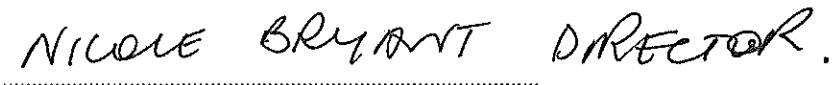
I/We, The Macro Group being the occupier of SUITE 10, 205 MONTAGUE ROAD SOUTH BRISBANE, in the State of Queensland, hereby consent to LMCB Superannuation Pty Ltd using SUITE 10, 205 MONTAGUE ROAD SOUTH BRISBANE, in the State of Queensland as its registered office.

Name of Occupier:- The Macro Group


.....

Signature of Occupier /
Authorised Officer / Agent of Occupier

If Authorised Officer / Agent of Occupier
Name and Position held:-


.....

Dated this 17th day of June 2016.

CONSENT OF DIRECTOR

I, the undersigned, hereby consent to act as Director of the Company LMCB Superannuation Pty Ltd as from the date hereof:

Full Name: LEXIE MARGARET MARTIN

Former Name:

Address: LEVEL 1,
60 EDWARD STREET
BRISBANE QLD 4000

Date of Birth: 29th October 1968

Place of Birth: TOWNSVILLE QLD

Business Occupation:

Other Directorships:

(in Public Companies / Subsidiaries of Public Companies)


.....
LEXIE MARGARET MARTIN

Dated this 17th day of June 2016.

CONSENT OF DIRECTOR

I, the undersigned, hereby consent to act as Director of the Company LMCB Superannuation Pty Ltd as from the date hereof:

Full Name:

CHRISTOPHER HUGH BOWMAN

Former Name:

Address:

LEVEL 1,
60 EDWARD STREET
BRISBANE QLD 4000

Date of Birth:

4th December 1958

Place of Birth:

HOME HILL QLD

Business Occupation:

Other Directorships:

(in Public Companies / Subsidiaries of Public Companies)



CHRISTOPHER HUGH BOWMAN

Dated this 17th day of June 2016.

**MINUTES OF THE FIRST MEETING OF DIRECTORS OF
LMCB Superannuation Pty Ltd
(A.C.N. 613 080 363)
HELD ON THE 17TH DAY OF JUNE 2016
AT SOUTH BRISBANE
IN THE STATE OF QUEENSLAND**

RECORD OF RESOLUTIONS

1. Attendance:- In attendance at the meeting was:-

CHRISTOPHER HUGH BOWMAN

LEXIE MARGARET MARTIN

2. Resolutions:- It was resolved that:-

- A. The Constitution of the Company was tabled, and it was confirmed that all matters in relation to the Registration of the Company had been attended to.
- B. CHRISTOPHER HUGH BOWMAN be appointed as Director of the Company; a signed consent was tabled with respect to same.
- LEXIE MARGARET MARTIN be appointed as Director of the Company; a signed consent was tabled with respect to same.
- C. LEXIE MARGARET MARTIN be appointed Secretary of the Company; a signed consent was tabled with respect to same.
- D. The Registered Office of the Company be situated at SUITE 10, 205 MONTAGUE ROAD SOUTH BRISBANE in the State of Queensland.
- E. An auditor of the Company would not be appointed.
- F. The Secretary be authorised to purchase any necessary books of account for the Company.
- G. That the following be entered in the Register of Members with respect to the following shareholding allotted on incorporation:-

MEMBERS	NO. OF SHARES	CLASS
CHRISTOPHER HUGH BOWMAN	1	\$1.00 Ordinary Shares

LEXIE MARGARET MARTIN

1 \$1.00 Ordinary
Shares

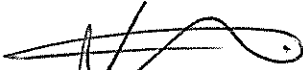
H. The draft form of Share Certificate submitted was adopted.

3. Closure:- There being no further business the meeting closed.

Signed as a true and correct record of the resolutions passed on the 17th day of
June 2016.



CHRISTOPHER HUGH BOWMAN
(Director)



LEXIE MARGARET MARTIN
(Director)

LMCB Superannuation Pty Ltd

A.C.N. 613 080 363

NOTICE OF APPOINTMENT OF PUBLIC OFFICER

Pursuant to Section 252 of the
INCOME TAX ASSESSMENT ACT 1936

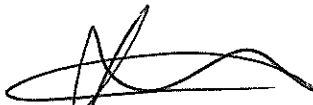
I advise that in accordance with a resolution of Directors,

LEXIE MARGARET MARTIN

was appointed Public Officer of LMCB Superannuation Pty Ltd in accordance with the provisions of Section 252 of the Income Tax Assessment Act 1936.

I further advise that the address for the service of notices in respect of the Company is as follows:-

The Macro Group
SUITE 10,
205 MONTAGUE ROAD
SOUTH BRISBANE QLD 4101



.....
LEXIE MARGARET MARTIN

MINUTES OF A MEETING OF DIRECTORS OF
LMCB Superannuation Pty Ltd
(A.C.N. 613 080 363)
HELD ON THE DAY OF 201 AT .

Signed as a true and correct record on the day of 201 .

.....

Position:-

Name:-

Share Certificate

LMCB Superannuation Pty Ltd
(A.C.N. 613 080 363)
(Registered under the Corporations Act 2001)

Registered Office:- SUITE 10, 205 MONTAGUE ROAD SOUTH BRISBANE IN
THE STATE OF QUEENSLAND.

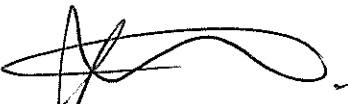
Certificate Number:- Two (2), for 1 Share.

This is to certify that CHRISTOPHER HUGH BOWMAN of LEVEL 1, 60 EDWARD STREET BRISBANE in the State of Queensland is the Registered Holder of 1 Share, as described below, and that the sum of \$1.00 has been paid with respect to that Share:-

Number of Shares	Class of Share	From - To
1	Ordinary Shares	2 to 2

This certificate is given by the Company, LMCB Superannuation Pty Ltd (A.C.N. 613 080 363) with the authority of, and pursuant to a resolution made by the Directors of the Company, LMCB Superannuation Pty Ltd (A.C.N. 613 080 363).

Dated this 17th day of June 2016.


.....
Director

.....
Director / Secretary

Share Certificate

LMCB Superannuation Pty Ltd
(A.C.N. 613 080 363)
(Registered under the Corporations Act 2001)

Registered Office:- SUITE 10, 205 MONTAGUE ROAD SOUTH BRISBANE IN
THE STATE OF QUEENSLAND.

Certificate Number:- One (1), for 1 Share.

This is to certify that LEXIE MARGARET MARTIN of LEVEL 1, 60 EDWARD STREET
BRISBANE in the State of Queensland is the Registered Holder of 1 Share, as
described below, and that the sum of \$1.00 has been paid with respect to that Share:-

Number of Shares	Class of Share	From - To
1	Ordinary Shares	1 to 1

This certificate is given by the Company, LMCB Superannuation Pty Ltd (A.C.N. 613
080 363) with the authority of, and pursuant to a resolution made by the Directors of
the Company, LMCB Superannuation Pty Ltd (A.C.N. 613 080 363).

Dated this 17th day of June 2016.


.....
Director

.....
Director / Secretary

MINUTES OF A MEETING OF MEMBERS OF
LMCB Superannuation Pty Ltd

(A.C.N. 613 080 363)

HELD ON THE DAY OF AT

Signed as a true and correct record on the day of 201 .

.....

Position:-

Name:-

CONSENT OF DIRECTOR

I, the undersigned, hereby consent to act as Director of the Company LMCB Superannuation Pty Ltd as from the date hereof:

Full Name:

Former Name:

Address:

Date of Birth:

Place of Birth:

Business Occupation:

Other Directorships:

(In Public Companies/Subsidiaries of Public Companies)

.....

Full Name:-

Dated this day of , 201 .

CONSENT OF SECRETARY

I, the undersigned, hereby consent to act as Secretary of the Company LMCB Superannuation Pty Ltd as from the date hereof:

Full Name:

Former Name:

Address:

Date of Birth:

Place of Birth:

Business Occupation:

Other Directorships:

(In Public Companies/Subsidiaries of Public Companies)

.....
Full Name:-

Dated this day of , 201 .

DIRECTOR'S RESIGNATION

I, _____ of _____
In the State of _____, tender my resignation from the office of
Director effectively immediately.

.....
Name:-

Position:- Director

Date:-

SECRETARY'S RESIGNATION

I, _____ of _____
In the State of _____, tender my resignation from the office of
Secretary effectively immediately.

.....
Name:-

Position:- Secretary

Date:-

SHARE ALLOTMENT REGISTER

NAME:- LEXIE MARGARET MARTIN

DATE:- 17/06/2016

ALLOTMENT APPROVED? :- YES

NUMBER OF SHARES	CLASS	CERTIFICATE NUMBER	FROM - TO	AMOUNT PAID ON SHARES	BALANCE UNPAID
1	Ordinary Shares	One (1)	1 to 1	\$1.00	NIL

NAME:- CHRISTOPHER HUGH BOWMAN

DATE:- 17/06/2016

ALLOTMENT APPROVED? :- YES

NUMBER OF SHARES	CLASS	CERTIFICATE NUMBER	FROM - TO	AMOUNT PAID ON SHARES	BALANCE UNPAID
1	Ordinary Shares	Two (2)	2 to 2	\$1.00	NIL

NAME:-

DATE:-

ALLOTMENT APPROVED? :- YES / NO

NUMBER OF SHARES	CLASS	CERTIFICATE NUMBER	FROM - TO	AMOUNT PAID ON SHARES	BALANCE UNPAID

SHARE ALLOTMENT REGISTER

NAME:-

DATE:-

ALLOTMENT APPROVED? :- YES / NO

NUMBER OF SHARES	CLASS	CERTIFICATE NUMBER	FROM - TO	AMOUNT PAID ON SHARES	BALANCE PAID

NAME:-

DATE:-

ALLOTMENT APPROVED? :- YES / NO

NUMBER OF SHARES	CLASS	CERTIFICATE NUMBER	FROM - TO	AMOUNT PAID ON SHARES	BALANCE PAID

NAME:-

DATE:-

ALLOTMENT APPROVED? :- YES / NO

NUMBER OF SHARES	CLASS	CERTIFICATE NUMBER	FROM - TO	AMOUNT PAID ON SHARES	BALANCE PAID

SHARE TRANSFER REGISTER

NAME OF TRANSFEROR:-

NAME OF TRANSFEREE:-

DATE OF TRANSFER:-

TRANSFER APPROVED ? :- YES / NO

PURCHASE PRICE	AMOUNT PAID UP PER SHARE	NUMBER OF SHARES	CLASS

NAME OF TRANSFEROR:-

NAME OF TRANSFEREE:-

DATE OF TRANSFER:-

TRANSFER APPROVED ? :- YES / NO

PURCHASE PRICE	AMOUNT PAID UP PER SHARE	NUMBER OF SHARES	CLASS

NAME OF TRANSFEROR:-

NAME OF TRANSFEREE:-

DATE OF TRANSFER:-

TRANSFER APPROVED ? :- YES / NO

PURCHASE PRICE	AMOUNT PAID UP PER SHARE	NUMBER OF SHARES	CLASS

Share Certificate

LMCB Superannuation Pty Ltd
(A.C.N. 613 080 363)
(Registered under the Corporations Act 2001)

Registered Office:- SUITE 10, 205 MONTAGUE ROAD SOUTH BRISBANE in
the State of Queensland.

Certificate Number:- , for Share/s.

This is to certify that of is the
Registered Holder of Share/s, as described below, and that the sum
of has been paid with respect to that / those Share/s:-

Number of Shares	Class of Share	From - To

This certificate is given by the Company, LMCB Superannuation Pty Ltd (A.C.N. 613 080 363) with the authority of, and pursuant to a resolution made by, the Directors of the Company, LMCB Superannuation Pty Ltd (A.C.N. 613 080 363).

Dated this day of , .

.....
Director

.....
Director / Secretary

LMCB Superannuation Pty Ltd

A.C.N. 613 080 363

REGISTER OF CHARGES GRANTED

Pursuant to Section 271 of the
Corporations Act 2001

Date of Creation of Charge or Acquisition of Property	ASIC Registered Number	Description of Liability Secured by the Charge	Description of the Property Charged	Name and Address of Trustee for Debenture Holders or Chargee	Name and Address of Holder of Charge	Date of Release of Charge

LMCB Superannuation Pty Ltd

A.C.N. 613 080 363

REGISTER OF DEBENTURE HOLDERS

Pursuant to Section 171 of the
Corporations Act 2001

Full Name & Address of Debenture Holder	Date of Allotment/ Transfer	Description of Holdings	Movement			Price or Consid.	Date Redeemed
			Acquired	Disposed	Balance		

Member resolution



LMCB Superannuation Pty Ltd ACN 613 080 363

Constitution

- 1 The Company wishes to adopt a constitution in the form contained in Annexure 1.

Resolution

- 2 In accordance with section 136(1)(b) of the *Corporations Act 2001* (Cth), it is resolved to adopt a constitution in the form contained in Annexure 1 as the constitution for the Company.
- 3 It is resolved that the sole purpose of the Company is to act as trustee of a self-managed superannuation fund.

<i>Member Name</i>	<i>Signature</i>	<i>Date</i>
Lexie Margaret Martin		22/6/16
Christopher Hugh Bowman		22/6/16

ANNEXURE 1

Constitution

LMCB Superannuation Pty Ltd ACN 613 080 363



Constitution – LMCB Superannuation Pty Ltd ACN 613 080 363

Definitions

In this document:

Term	Definition
Act	Means <i>Corporations Act 2001</i> (Cth).
ASIC	Means the Australian Securities and Investments Commission.
Bankruptcy Act	Means the <i>Bankruptcy Act 1966</i> (Cth).
Business Day	Means a day on which banks are open for general banking in the capital city of the state where the contract or act is being performed.
Circular Resolution	Means documents that: <ul style="list-style-type: none"> (a) are be signed by each person entitled to vote (including each joint Member); (b) are passed when the last person signs; (c) may be deemed to be signed by email; and (d) are valid if signed in counterpart if the wording of the resolution is identical on each copy.
Company	Means LMCB Superannuation Pty Ltd ACN 613 080 363.
Default Interest Rate	Means: <ul style="list-style-type: none"> (a) if the Company has fixed a rate – the rate so fixed; and (b) in any other case – 12% per annum, accruing daily, calculated and payable at the end of each monthly period.
Directors	Means the directors of the Company, including alternate directors where applicable.
Event of Disqualification	Means: <ul style="list-style-type: none"> (a) death; (b) the loss of lawful capacity through age, accident, or illness (evidence of which is by certificate of a registered medical practitioner); (c) the committing an ‘act of bankruptcy’ within the meaning of section 40 of the Bankruptcy Act (excluding section 40(b) of the Bankruptcy Act); (d) a sequestration order being made against the person under

Term	Definition
	<p>section 43 of the Bankruptcy Act;</p> <p>(e) the person presenting a declaration of their intention to present a debtor's petition under section 54A of the Bankruptcy Act;</p> <p>(f) the person presenting a petition against themselves under section 55 of the Bankruptcy Act;</p> <p>(g) the person entering into a part X personal insolvency agreement under the Bankruptcy Act;</p> <p>(h) the person entering into a part IX debt agreement under the Bankruptcy Act;</p> <p>(i) if the person is a director of any company, the company being wound up by order of a court on the grounds of insolvency;</p> <p>(j) the appointment of an administrator of the person under section 436A or section 436C of the Act;</p> <p>(k) an order for the winding up of the person being made under sections 233, 459A, 459B or 461 of the Act;</p> <p>(l) a resolution being passed for the winding up of the person under section 491 of the Act;</p> <p>(m) the person being deregistered under sections 601AB or 601AC of the Act; or</p> <p>(n) judgement being entered against the person.</p>
Executive Officer	Means a person who is concerned in, or takes part in, the management of the Company (regardless of the person's designation and whether or not the person is a Director of the Company).
General Meeting	Means a meeting under rule 15 and any special meeting of any class of Members under these rules or the Act.
Legal Personal Representative	Has the same meaning as in the Tax Act.
Liability	Includes any claim, action, suit, proceeding, investigation, inquiry, damage, loss, cost or expense.
Member	Means a registered holder of shares in the Company including persons who are recognised as such, if a Member suffers an Event of Disqualification.
Officer	<p>Means:</p> <p>(a) a Director or Secretary of the Company;</p> <p>(b) an Executive Officer;</p> <p>(c) an employee who:</p> <p>(i) makes, or participates in making, decisions that affect the whole, or a substantial part, of the business of the</p>

Term	Definition
	<p>Company; or</p> <p>(ii) has the capacity to affect significantly the Company's financial standing; or</p> <p>(iii) the Directors are accustomed to acting in accordance with the instructions or wishes of (excluding advice given by the person in the proper performance of functions attaching to the person's professional capacity or their business relationship with the Directors or the Company)</p>
Ordinary Resolution	Means a resolution approved by more than 50% of Members entitled to vote at a General Meeting.
Related Body Corporate	Has the same meaning as in the Act.
Replaceable Rules	Means the replaceable rules contained in the Act from time to time.
Seal	Means the common seal of the Company, if any, and includes any certificate seal of the Company.
Secretary	Means any person appointed to perform the duties of a secretary of the Company.
SIS Act	Means <i>Superannuation Industry (Supervision) Act 1993</i> (Cth).
SMSF	Means a complying regulated self managed superannuation fund, as defined under section 19 of the SIS Act.
Special Resolution	Has the same meaning as in the Act.
Tax Act	Means (as the context requires) either or both the <i>Income Tax Assessment Act 1936</i> (Cth) and the <i>Income Tax Assessment Act 1997</i> (Cth).

Agreed terms

1 Replaceable Rules

- 1.1 The Replaceable Rules do not apply to the Company, instead the Rules contained in this document apply.

2 Inconsistency

- 2.1 Where any provision of this document conflicts, or is inconsistent with, any provision of the Act, this document will apply to the extent permitted by law.

3 Liability of Members

- 3.1 The Liability of Members is limited.

4 Company acting as trustee of SMSF

4.1 If the Directors resolve that the Company's sole purpose is to act as the trustee of a SMSF, then while that is the Company's sole purpose:

- (a) if, in order for the SMSF to qualify as a complying superannuation fund under the SIS Act, the Company's constitution must:
 - (i) prohibit an act from being done, then the act must not be done;
 - (ii) require an act to be done, then authority is given for that act to be done;
 - (iii) contain a provision and it does not otherwise contain that provision, then it is deemed to be included; or
 - (iv) not to contain a provision and it contains that provision, then it is deemed to be removed;
- (b) if any provision of this document is, or becomes, inconsistent with the SIS Act or the SMSF qualifying as a complying superannuation fund, this document is deemed not to contain that provision;
- (c) this rule may only be amended if the amendment complies with the Act and SIS Act.

5 Share classes

5.1 Holders of ordinary shares have the right:

- (a) to receive notice of, attend and vote at a General Meeting of the Company, on the basis of one vote for each share held;
- (b) in a winding up or reduction of capital of the Company to repayment of the capital paid up on that share and to participate in the distribution of the surplus assets of the Company; and
- (c) to receive dividends as determined from time to time by the Directors to be payable to the holders of ordinary shares.

5.2 Holders of A shares have the right:

- (a) to receive notice, attend and vote at a General Meeting of the Company, on the basis of one vote for each share held; and
- (b) in a winding up or reduction of capital of the Company to repayment of the capital paid up on that share and to participate in the distribution of the surplus assets of the Company,

but do not have the right:

- (c) to receive dividends.

5.3 Holders of B shares have the right:

- (a) to receive notice of and to attend General Meetings of the Company;
- (b) in a winding up or reduction of capital of the Company to repayment of the capital paid up on that share and to participate in the distribution of the surplus assets of the Company; and

- (c) to receive dividends as determined from time to time by the Directors to be payable to the holders of B shares,

but do not have the right:

- (d) to vote at a General Meeting of the Company.

5.4 Holders of C shares have the right:

- (a) to receive notice of, attend and vote at a General Meeting of the Company, on the basis of one vote for each share held;

- (b) in a winding up or reduction of capital of the Company to repayment of the capital paid up on that share; and

- (c) to receive dividends as determined from time to time by the Directors to be payable to the holders of C shares,

but do not have the right:

- (d) in a winding up or reduction of capital of the Company to participate in the distribution of the surplus assets of the Company.

6 Power to issue shares and vary rights

6.1 Subject to the Act and any rights previously conferred on the holders of any existing share the Directors may issue shares with any other rights and terms they determine in their absolute discretion.

6.2 Subject to the terms of issue of each class of share, the Directors may resolve to vary the rights attaching to any class of shares, with a Special Resolution of Members in the relevant class consenting to the variation.

6.3 The rights conferred upon the holders of the shares of any class issued with preferred or other rights are deemed not to be varied by the creation or issue of further shares ranking equally with the first mentioned shares.

6.4 The Company may pay brokerage or commission in accordance with the Act by way of any combination of:

- (a) cash;
- (b) allotment of fully paid shares; or
- (c) allotment of partly paid shares.

6.5 Unless required by law, or as otherwise provided for in these rules, the Company need only to recognise absolute rights of share ownership, and can therefore ignore (for example) any equitable, contingent, future or partial interest in any share.

7 Share certificates

7.1 The Company need only to provide a share certificate if a Member requests in writing. If so requested, the Company must:

- (a) provide it within 20 Business Days;
- (b) without charge; and

- (c) on the basis that one certificate for all shares registered in the requesting Member's name and the provision of one certificate for any shares held in joint names is sufficient.

8 Loans to Members

- 8.1 The Company may make loans to Members, and unless otherwise agreed in writing any unsecured loan by the Company to a Member, to the extent there is a distributable surplus as defined under the Tax Act, will be deemed to have been made on the terms of the document set out in Schedule 1.

9 Calls

- 9.1 To the extent not otherwise set out in the terms of issue, the Directors may resolve to make calls on Members in respect of any money unpaid on shares.
- 9.2 The Directors must provide at least 10 Business Days' notice to Members confirming the amount and due dates of the call.
- 9.3 The Directors may differentiate between Members as to the amount of calls to be paid and the times of payment.
- 9.4 The Directors in their discretion may revoke or postpone a call at any time before the due date.
- 9.5 Members who own shares jointly are jointly and severally liable in relation to calls.
- 9.6 If a called sum is not paid by the due date, the Directors in their discretion may charge interest from the due date until payment at the Default Interest Rate.
- 9.7 Where the terms of issue of a share require a payment of a sum then:
 - (a) for the purposes of these rules, it is deemed to be a call duly made and payable on the due date set; and
 - (b) in case of non-payment, these rules apply as if the sum had become payable by virtue of a call made.
- 9.8 The Directors may accept from a Member any amount unpaid on a share, regardless of whether it has been called.
- 9.9 The Directors may authorise payment by the Company of interest at the Default Interest Rate on any amount so accepted, until the relevant amount becomes payable.

10 Lien over shares

- 10.1 The Company, subject to the discretion of the Directors, has a first priority lien on every share that is not fully paid for all money, whether presently payable or not, and extending to all dividends payable whether:
 - (a) called or payable; or
 - (b) presently payable by sole or joint holders or their Legal Personal Representative.
- 10.2 The Company, at the Director's discretion, may sell any shares which are the subject of a lien where:
 - (a) any amount relating to the lien is presently payable;

- (b) the Company has given the Member 10 Business Days written notice demanding payment.

10.3 Any sale under this rule:

- (a) may be authorised on behalf of the Member by the Directors;
- (b) must be registered by the Company;
- (c) gives title in the shares to the purchaser, regardless of any irregularity or invalidity in connection with the transfer;
- (d) must result in the proceeds being applied by the Company in payment of all expenses in relation to the transfer, the amount presently payable with the residue (if any) paid to the Member immediately prior to the sale.

11 Forfeiture

11.1 If a Member fails to pay any amount of a call, the Directors may serve a notice on the Member requiring payment.

11.2 The notice must:

- (a) confirm the amounts outstanding;
- (b) provide at least 10 Business Days for payment;
- (c) confirm that if the amount remains unpaid at the expiration of the period, the shares in respect of which the call was made are liable to be forfeited;
- (d) confirm that while the amount is unpaid, the Member may not vote at General Meetings.

11.3 The Directors may forfeit any shares once rule 11.1 has been followed and a forfeited share:

- (a) includes all unpaid dividends;
- (b) can be sold, disposed of or cancelled as the Directors determine.

11.4 A person whose shares have been forfeited:

- (a) ceases to be a Member in respect of the forfeited shares;
- (b) remains liable to pay to the Company all money that, at the date of forfeiture, was payable by them to the Company in respect of the shares until paid.

11.5 A written notice by a Director of the Company to a Member that a share in the Company has been forfeited is conclusive evidence against all persons claiming to be entitled to the share.

11.6 The provisions of these rules in relation to forfeiture apply to 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 made.

12 Transfers

12.1 Subject to these rules a Member may transfer all or any of their shares:

- (a) by instrument in writing; and

- (b) in a form determined by the Directors signed by (or on behalf) of the transferor and the transferee.

12.2 In relation to any share transfer:

- (a) the transferor remains the holder of the shares until the transfer is registered and the transferee is entered in the register of Members;
- (b) all fees (if any) as the Directors determine and any stamp duty must be paid by the transferee; and
- (c) the registration of any transfer may be suspended as the Directors determine.

13 Transmission

13.1 The only persons recognised by the Company as having title to shares (including at a General Meeting) if an Event of Disqualification happens in relation to:

- (a) a joint holder (as joint tenants) of shares, are the remaining joint holders; and
- (b) a sole Member (or a joint holder as tenants in common) is the Legal Personal Representative of that Member.

13.2 Following an Event of Disqualification, the persons entitled to transmission of the shares must provide all information and sign all documentation required by the Directors and then elect:

- (a) to be registered themselves as holder; or
- (b) to have some other person nominated by them registered as holder.

13.3 All other provisions of these rules relating share rights and share transfers apply in relation to transmissions under this rule.

14 Inspection of records

14.1 Subject to the Act:

- (a) only Directors have a right to inspect any records of the Company; and
- (b) the Directors may determine the basis, if any, on which Members can inspect records of the Company.

15 General Meetings

15.1 Any Director may in their discretion call, cancel or postpone a General Meeting.

15.2 The Members may call a General Meeting as provided by the Act.

15.3 A notice of a General Meeting must specify:

- (a) the date, place and time of meeting;
- (b) the general nature of the business to be transacted at the meeting;
- (c) any matters required to be specified by the Act; and
- (d) if the meeting is to be held at two or more places, details of the technology that will be used.

- 15.4 No business may be transacted at any General Meeting unless a quorum of Members is present at all times.
- 15.5 A quorum is:
- (a) where the Company has only one Member, that Member;
 - (b) in all other circumstances, two Members present who between them may exercise at least one-half of the votes that may be cast on a resolution at a General Meeting.
 - (c) For the purpose of determining whether a quorum is present, a person attending as a proxy, or an attorney or as a representative of a corporation that is a Member, is deemed to be a Member.
- 15.6 If a quorum is not present within one hour from the time appointed for the meeting:
- (a) where the meeting was called by Members the meeting will be dissolved; or
 - (b) where the meeting was called by the Directors:
 - (i) the meeting stands adjourned, as the Directors determine or, if no determination, to the same day in the next week at the same time and place; and
 - (ii) if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting:
 - (A) two Members constitute a quorum; or
 - (B) if only one Member is present the meeting is to be dissolved.

16 Notices of General Meeting

- 16.1 Notice of every General Meeting is to be given in the manner authorised by this document to:
- (a) each Member individually who is entitled to vote at General Meetings of the Company;
 - (b) each Director;
 - (c) each person entitled to a share in consequence of the death or bankruptcy of a Member who, but for their death or bankruptcy, would be entitled to receive notice of the meeting; and
 - (d) any auditor of the Company.
- 16.2 No other person is entitled to receive notices of General Meetings.

17 Chairman

- 17.1 The sole Director or, any Director elected as chairman of their meetings, is to preside as chairman at every General Meeting.
- 17.2 Where a General Meeting is held and:
- (a) there is no chairman; or
 - (b) the chairman is not present within 15 minutes after the start time of the meeting or is unwilling to act,

the Directors present must elect another Director to be chairman of the meeting.

- 17.3 If no Directors will act as chairman of the meeting then the Members present may elect a Member to be chairman of the meeting.
- 17.4 The chairman can, and must, if the Members by Ordinary Resolution direct, adjourn a meeting.
- 17.5 No notices are required in relation to an adjourned meeting unless the meeting is adjourned more than 20 Business Days, in which case, the notice provisions in this document must be followed.

18 Voting at General Meetings

- 18.1 Unless a Special Resolution is required by the Act, all decisions at General Meetings may be made by an Ordinary Resolution of Members present.
- 18.2 Resolutions are decided on a show of hands unless, a poll is demanded by:
 - (a) the chairman;
 - (b) at least three Members entitled to vote on the resolution; or
 - (c) Members with at least 5% of the votes that may be cast on the resolution on a poll.
- 18.3 A declaration by the chairman in the minute book is conclusive evidence of the decision without recording the number or proportion of votes recorded in favour of or against the resolution.
- 18.4 If a poll is duly demanded:
 - (a) on the election of a chairman or on a question of adjournment – it is to be taken immediately;
 - (b) for any other question - it is to be taken as determined by the chairman in such manner and either at once or after an interval or adjournment or otherwise as the chairman directs, and the result of the poll is the resolution of the meeting at which the poll was demanded.
- 18.5 The chairman only has a deliberative vote (if any) and no casting vote.
- 18.6 Subject to the rights attaching to the shares of Members:
 - (a) each Member entitled to vote may vote in person or by proxy or attorney;
 - (b) on a show of hands every person present who is a Member (or a representative of a Member) has one vote; and
 - (c) on a poll every person present in person or by proxy or attorney has one vote for each share they hold.
- 18.7 In the case of joint holders only the vote of the Member whose name appears first on the register of Members is counted.
- 18.8 An objection may be raised to the qualification of a vote only at the meeting.
- 18.9 Any such objection is to be determined by the chairman in their discretion.
- 18.10 A vote permitted following an objection is valid for all purposes.

19 Appointment of proxies

19.1 The appointment of proxy or attorney must be:

- (a) in writing;
- (b) legally valid;
- (c) specific whether the proxy or attorney:
 - (i) has discretion as to how votes must be cast; or
 - (ii) must vote in a specific manner;
- (d) structured so as to confirm whether the person appointed has the authority to speak on behalf of the appointor to the extent permitted by law.

19.2 Where a Member appoints two proxies or attorneys:

- (a) each proxy or attorney appointed may exercise half of the Member's voting rights unless the appointment specifies otherwise;
- (b) on a show of hands, only one proxy or attorney can vote if the instrument appointing the proxy or attorney confirms who is authorised to vote;
- (c) on a poll, each proxy or attorney may only exercise the voting rights the proxy or attorney represents.

19.3 An instrument appointing a proxy or attorney is not effective unless original or certified copies of the instrument (and any authority under which it is signed) are provided to the Company at least one Business Day before the meeting.

19.4 Where an Event of Disqualification has revoked the appointment of a proxy or attorney, any vote given under it is deemed to be valid unless notice has been provided to the Company at least one Business Day before the meeting.

20 Circular Resolutions

20.1 The Directors may pass any Ordinary Resolution or Special Resolution of the Company in the form of a Circular Resolution.

20.2 The Members may pass any Ordinary Resolution or Special Resolution in the form of a Circular Resolution.

21 Directors

21.1 The names of the initial Directors are those persons listed as consenting to act as Directors in the application for registration of the Company.

21.2 The Company may have one or more Directors, appointed by Ordinary Resolution of the Members or Directors.

21.3 A Director continues to hold office until the Director:

- (a) is removed by Ordinary Resolution of the Members;
- (b) resigns; or
- (c) suffers an Event of Disqualification.

- 21.4 A Director is entitled to be paid such remuneration, accruing day to day, as determined by an Ordinary Resolution of the Company.
- 21.5 The Directors are to be paid all travelling and other expenses properly incurred by them in attending and returning from meetings of:
- (a) the Directors;
 - (b) any committees of the Directors;
 - (c) General Meetings of the Company;
 - (d) otherwise in connection with the business of the Company.
- 21.6 Directors do not need to own shares in the Company to be a Director, unless an Ordinary Resolution of the Members so requires.
- 21.7 The Directors may appoint one or more persons as a Secretary of the Company.

22 Powers and duties of Directors

- 22.1 Subject to the Act and these rules:
- (a) the business of the Company is to be managed by the Directors;
 - (b) all costs the Directors incur informing the Company must be reimbursed by the Company;
 - (c) the Directors may exercise all such powers of the Company not otherwise required to be exercised by the Company in General Meeting.
- 22.2 The Directors may appoint an attorney or attorneys of the Company on whatever terms they determine.
- 22.3 The Directors may determine how to sign all documents, including any form of negotiable instrument, on behalf of the Company.

23 Proceedings of Directors

- 23.1 The Directors may meet as they determine appropriate.
- 23.2 Each Director must be given at least one Business Day notice of meetings of the Directors.
- 23.3 The Directors may meet either in person or by any technology consented to by all Directors subject, to the right of a Director to withdraw consent by notice to the Company at least one Business Day before a meeting.
- 23.4 Questions arising at a meeting of Directors are decided by a majority of votes of Directors present and entitled to vote and once made are deemed to be a decision of the Directors.
- 23.5 The chairman of a meeting has only a deliberative vote, and no casting vote.
- 23.6 Subject to:
- (a) the Act; and
 - (b) a Director disclosing the nature and extent of any interest,
- a Director may do any of the following in relation to the Company or any Related Bodies Corporate:

- (c) enter into any arrangement with the Company;
- (d) retain any profits arising out of any arrangement with the Company;
- (e) vote at a meeting of the Directors and be counted in a quorum present at a meeting dealing with any arrangement between the Director and the Company;
- (f) execute any document notwithstanding any interest which the Director has in the arrangement the subject of the instrument.

23.7 Unless there is a sole Director, the number of Directors for a quorum is two Directors.

23.8 The Directors must elect a chairman of meetings by Ordinary Resolution.

23.9 Where a meeting of Directors is held and:

- (a) a chairman has not been elected; or
- (b) the chairman is not present within thirty minutes after the time appointed for the holding of the meeting or is unwilling to act,

the Directors present must elect a chairman of the meeting by Ordinary Resolution.

23.10 A Circular Resolution of Directors is as valid and effective as if it had been passed at a meeting of the Directors duly called and constituted.

24 Alternate directors

24.1 A Director may appoint any person (regardless of whether they own a share in the Company) to be an alternate Director in their place and any appointment:

- (a) is for any period the appointor determines;
- (b) entitles the appointee to exercise all powers that the appointor may exercise and the exercise of the power is deemed to be the exercise of the power by the appointor;
- (c) can be terminated at any time by the appointor and terminates automatically if the appointor ceases to be a Director; and
- (d) is terminated by a notice to the Company.

25 Committees

25.1 The Directors may delegate any of their powers to committees consisting of as many Directors as determined.

25.2 A committee to which any powers have been delegated exercise the powers delegated in accordance with any directions of the Directors and a power so exercised is deemed to have been exercised by the Directors.

26 Sole director resolutions

26.1 A sole director can:

- (a) pass a resolution; or
 - (b) make a declaration,
- by recording and signing the document.

27 Managing director

27.1 The Directors may appoint one or more Directors as a managing Director on whatever terms determined.

28 Nominee directors

28.1 If at any time the Company is a wholly owned subsidiary of a corporation then the Directors appointed by that corporation to the board of the Company may take into account the interests of the appointor corporation when acting as Directors of the Company.

29 Delegation

29.1 The Directors may delegate any of their powers to one Director.

29.2 A Director to whom any powers have been so delegated must exercise those powers in accordance with any directions of the Directors and any power so exercised is deemed to have been exercised by the Directors.

29.3 Any act by a person acting as a Director, or by a meeting of Directors or a committee of Directors attended by a person acting as a Director is valid, even if:

- (a) it was defective in the appointment of the person as a Director;
- (b) the person was disqualified to be a Director;
- (c) the person had vacated office;
- (d) the person was not entitled to vote,

so long as the issue was unknown to the Directors when the act was done.

30 Execution of documents

30.1 The Company may have a Seal, and if it does:

- (a) the Directors must provide for the secure storage of the Seal;
- (b) the Seal can only be used by the authority of the Directors (or of a committee of the Directors authorised by the Directors);
- (c) the Seal must comply with the Act.

30.2 If the Company does not have a Seal, the Company may execute a document by having it signed by:

- (a) two Directors;
- (b) a Director and a Secretary; or
- (c) if the Company has a sole Director, that Director.

30.3 The Company may execute documents in any other manner permitted by law.

31 Dividends and reserves

31.1 Subject to the Act, the Directors may:

- (a) pay any interim and final dividends that, in their judgment, the financial position of the Company justifies;

- (b) rescind a decision to pay a dividend if they determine, before the payment date, that the Company's financial position no longer justifies the payment; and
 - (c) pay any dividend required to be paid under the terms of issue of a share.
- 31.2 The Directors may:
 - (a) set aside out of profits, amounts as reserves;
 - (b) apply any amounts previously reserved; or
 - (c) carry forward any profits specifically setting them aside as a reserve.
- 31.3 Setting aside an amount as a reserve does not require the Directors to keep the amount separate from the Company's other assets or prevent the amount being used in the Company's business or being invested as the Directors decide.
- 31.4 Subject to the rights of Members owning shares with special rights as to dividends (if any), all dividends are to be paid proportionately according to the amounts paid, or credited as paid, on the relevant shares.
- 31.5 An amount paid or credited as paid on a share in advance of a call is not to be taken for the purposes of this rule.
- 31.6 The Directors may deduct from any dividend to be paid to any Member any sums of money payable by the Member to the Company on account of unpaid calls.
- 31.7 The Directors may fix a record date for a dividend, with or without suspending the registration of transfers from that date.
- 31.8 A dividend must be paid to the person who is registered, as a Member:
 - (a) where the Directors have fixed a record date for the dividend, on that date; or
 - (b) where the Directors have not fixed a record date for that dividend, on the date fixed for payment of the dividend,and a transfer of a share that is not registered, on or before that date is not effective, as against the Company, to pass any right to the dividend.
- 31.9 Interest is not payable by the Company in respect of any declared but unpaid dividend.
- 31.10 The Directors may pay dividends by any method the Directors determine.
- 31.11 Different methods of payment may apply to different Members or groups of Members.
- 31.12 The Directors may distribute specific assets (including paid-up shares or other securities of the Company or of another Related Body Corporate) to Members as direct payment of a dividend however they determine.
- 31.13 The Directors may permit the Members or any class of Members to:
 - (a) reinvest cash dividends by subscribing for shares or other securities in the Company or Related Bodies Corporate; and
 - (b) forgo the right to receive cash dividends and receive instead some other form of distribution of entitlement (including securities),as they determine.

31.14 Unclaimed dividends may be invested by the Directors as they determine for the benefit of the Company until claimed or until required to be dealt with under the law.

32 Capitalisation of profits

32.1 The Directors may resolve to capitalise any amount standing to the credit of any reserve or otherwise available for distribution to Members. Any amount may be applied in the proportions Members would have been entitled to a dividend, by either or both paying up:

- (a) any amounts unpaid on shares held by Members; or
- (b) in full unissued shares or debentures, to be issued to Members fully paid.

32.2 The Directors may do all things necessary to give effect to a resolution to capitalise profits, including:

- (a) adjusting the rights of the Members among themselves;
- (b) issuing fractional certificates or making cash payments where shares or debentures become issuable in fractions; and
- (c) authorising any person to make (on behalf of all the Members entitled to any further shares or debentures upon the capitalisation) an agreement with the Company providing for:
 - (i) the issue, credited as fully paid up, of further shares or debentures; or
 - (ii) the payment by the Company on their behalf of the amounts (or any part of the amounts remaining unpaid) on their existing shares by the application of their respective proportions of the sum resolved to be capitalised.

33 Winding up

33.1 If the Company is wound up, the liquidator may, following a Special Resolution of the Members:

- (a) divide among the Members in kind the whole, or any part, of the property of the Company;
- (b) determine the value of any property to be so divided;
- (c) determine how the division is to be carried out as between the Members or different classes of Members;
- (d) vest the whole, or any part of the property of the Company, in trustees upon such trusts for the benefit of the contributories as the liquidator determines, provided no Member is compelled to accept any shares or other securities in respect of which there is any outstanding liability.

34 Indemnity and insurance

34.1 Subject to the Act, the Company indemnifies each Officer to the maximum extent permitted by law, against any Liability incurred by them by virtue of their holding office as, and acting in the capacity of an Officer of the Company, other than a Liability:

- (a) owed to the Company or Related Bodies Corporate of the Company;

- (b) for a pecuniary penalty order under the Act or a compensation order under the Act; or
 - (c) owed to a person other than the Company that arose out of conduct that was not in good faith.
- 34.2 The Company indemnifies each Officer to the maximum extent permitted by law, against any Liability for legal costs incurred by them in respect of a Liability incurred by them by virtue of their holding office as, and acting in the capacity of, an Officer of the Company other than for legal costs incurred concerning proceedings:
 - (a) in which the Officer is found to have a Liability for which they could not be indemnified under rule 34.1;
 - (b) that are criminal in nature and in which the Officer is found guilty; or
 - (c) brought by the ASIC or a liquidator for a court order if the grounds for making the order are found by the court to have been established (however this rule does not apply to deny indemnity for costs incurred in responding to actions taken by the ASIC or a liquidator as part of an investigation before commencing proceedings for the court order are commenced).
- 34.3 Subject to the Act, the Company may pay a premium for a contract insuring a person who is or has been an Officer of the Company acting in that capacity against:
 - (a) costs and expenses in defending any proceedings, whether civil or criminal, whatever their outcome; or
 - (b) a Liability arising from negligence or other conduct.
- 34.4 The Company shall not pay, nor agree to pay, a premium for a contract insuring an Officer of the Company, against a Liability (other than one for legal costs) arising out of:
 - (a) conduct involving a wilful breach of duty in relation to the Company; or
 - (b) a contravention of section 182 or section 183 of the Act.

35 Governing jurisdiction

- 35.1 This document is governed by and is to be construed in accordance with the laws of Queensland.

36 Interpretation

- 36.1 In this document:
 - (a) singular words include the plural, and vice versa;
 - (b) each word suggesting a gender includes all other genders, including neutral gender;
 - (c) a reference to a person includes natural persons, firms, Companies and any form of a corporation, trustee, trust, partnership, associations, unincorporated body, government and local authority or agency, or any other entity whether or not it comprises a separate legal entity;
 - (d) a reference to a clause, schedule or annexure are references to this document and references to this document include every clause, the matters set out in the Overview and any schedules or annexures;

- (e) a reference to a document or agreement (including a reference to this document) means that entire document or agreement (including all schedules or annexures) as amended, supplemented, novated, varied or replaced;
- (f) a reference to a person includes that person's estate successors, Legal Personal Representatives, executors, administrators, permitted substitutes and permitted assigns;
- (g) where any word or phrase is defined in this document, its other grammatical forms have a corresponding meaning;
- (h) a reference to this document includes the agreement recorded by this document;
- (i) headings and any table of contents are not to be taken into account in the construction of this document;
- (j) a reference to legislation or to a modified, rewritten, consolidated provision or section of legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
- (k) the applicable time zone for any action required under this document is the one applying in the situs of the person responsible for performing the action;
- (l) a reference to writing includes printing, typing, copying, facsimile, and any other method of representing words, symbols, figures or drawings in a visible and tangible manner or electronically;
- (m) if any part of this document is illegal or unenforceable it can be severed, with the remaining clauses (or parts of the clause) remaining in force;
- (n) if any part of this document is illegal or unenforceable in any jurisdiction, it can be severed in the relevant jurisdiction, with the remaining clauses (or parts of the clause) remaining in force;
- (o) unless this document provides for a notice or communication to be given orally, any notice or other communication must be in writing and signed by the person giving the notice and be addressed to the address of the person to whom it is to be given;
- (p) a reference to 'month' means a calendar month;
- (q) if any provision of this document is ambiguous, it is to be interpreted broadly to widen and not restrict the provisions;
- (r) where an expression is defined anywhere in this document, it has the same meaning throughout; and
- (s) a reference to 'dollars' or '\$' is to an amount in Australian currency.

Notices

36.2 A notice or other communication is deemed to be received:

- (a) in the case of a posted letter, on the second Business Day after posting;
- (b) in the case of delivery by generally recognised overnight courier, on the next Business Day after dispatch with that courier;
- (c) in the case of personal delivery, on the date of delivery;

- (d) in the case of facsimile transmission, at the time recorded on the transmission report from the machine from which the facsimile was sent; and
- (e) in the case of transmission by email, on the day of transmission if there is confirmation that the transmission was completed before 5.00pm on a Business Day, and alternatively, on the next Business Day. Email service is effective only if there is confirmation that it was sent in full and without error and the message is not rejected or undeliverable as evidenced by a message to that effect received by the sender.

Schedule 1 - Division 7A agreement

1 Definitions

1.1 In this schedule all terms defined in the Constitution have the same meanings and:

<i>Term</i>	<i>Definition</i>
Borrower	Means a Member of the Company.
Default Event	Means: <ul style="list-style-type: none"> (a) the Borrower failing to make a payment required under this document to the Lender by the required time; (b) the Borrower failing to provide adequate security to the Lender for the Outstanding Amount, if requested by the Lender under this document; (c) the Borrower failing to comply with any of its obligations under this document; (d) the death of the Borrower; (e) the committing of an 'act of bankruptcy' within the meaning of section 40 of the Bankruptcy Act (excluding section 40(b) of the Bankruptcy Act) by the Borrower; (f) a sequestration order being made against the Borrower under section 43 of the Bankruptcy Act; (g) the Borrower presenting a declaration of their intention to present a debtor's petition under section 54A of the Bankruptcy Act; (h) the Borrower presenting a petition against themselves under section 55 of the Bankruptcy Act; (i) the Borrower entering into a part X personal insolvency agreement under the Bankruptcy Act; (j) the Borrower entering into a part IX debt agreement under the Bankruptcy Act; (k) if the Borrower is a director of a company, the company being wound up by order of a court on the grounds of insolvency; (l) the appointment of an administrator of the Borrower under section 436A or section 436C of the Corporations Act; (m) an order for the winding up of the Borrower being made under sections 233, 459A, 459B or 461 of the Corporations Act; (n) a resolution being passed for the winding up of the Borrower under section 491 of the Corporations Act;

Term	Definition
	<p>(o) the Borrower being deregistered under sections 601AB or 601AC of the Corporations Act; or</p> <p>(p) judgment being entered against the Borrower.</p>
Interest Rate	Has the meaning given to the term 'benchmark interest rate' in section 109N(2) of the Tax Act (1936).
Lender	Means the Company.
Lodgement Day	Has the meaning given to that term in section 109D(6) of the Tax Act (1936).
Outstanding Amount	Means, on any day, the total of all money owing, payable or contingently payable to the Lender under this document.
PPSA	Means the <i>Personal Property Securities Act 2009</i> (Cth).
Principal Sum for each Yearly Period	Means the total of all amounts lent by the Lender to the Borrower in each Yearly Period under this document less any of those amounts which are fully repaid by the Lodgement Day.
Secured Loan	Means a loan where: <ul style="list-style-type: none"> (a) 100% of the loan is secured by registered mortgage over real property; and (b) the market value of the mortgaged property (after deducting any mortgages on the property which have a priority) is at least 110% of the amount lent at the time the loan is made.
Security Interest	Has the meaning given to that term under the PPSA.
Tax Act (1936)	Means <i>Income Tax Assessment Act 1936</i> (Cth).
Term	Means the period commencing on the date the first Loan is made and which ends on the final Termination Date, subject to any adjustment pursuant to clause 3.5.
Termination Date	Means: <ul style="list-style-type: none"> (a) for an Unsecured Loan – the date that is seven years from the date the loan was made, or the earlier date upon which the Outstanding Amount becomes payable under this document; and (b) for a Secured Loan – the date that is 25 years from the date the loan was made, or the earlier date upon which the Outstanding Amount becomes payable under this document.
Unsecured Loan	Means a loan that is not a Secured Loan.
Yearly Period	Means a period starting on 1 July in one year and ending on 30 June of the next year.

1.2 In this schedule the interpretation provisions set out in the constitution apply.

2 Loans

- 2.1 The Lender may lend money to the Borrower at the Borrower's request.
- 2.2 This document sets out the terms of all loans made by the Lender to the Borrower unless otherwise agreed by the parties.
- 2.3 The loan dates and amounts recorded in the Lender's general ledger will be conclusive proof of the dates and amounts that the Lender has lent to the Borrower in the absence of a material error.
- 2.4 Each loan to a Borrower is a separate loan and is not to be amalgamated unless the Borrower and Lender agree in writing.

3 Repayment

- 3.1 The Principal Sum for each Yearly Period must be repaid by the Borrower to the Lender on the relevant Termination Date.
- 3.2 The Borrower may repay the Principal Sum for each Yearly Period before the relevant Termination Date for any reason, including to meet the minimum repayment requirements under the Tax Act (1936).
- 3.3 If a Borrower becomes entitled to the payment of any dividend by the Company, then unless the Borrower and Lender otherwise agree in writing, the dividend is to be set off against the amount of any loans, together with any accrued interest outstanding at the date of payment of the dividend.
- 3.4 If a Borrower requests, the Company may convert an Unsecured Loan into a Secured Loan or allow a Secured Loan to be refinanced into an Unsecured Loan.
- 3.5 If the Company agrees to the request, the term of the Secured Loan is as follows:
 - (a) on the conversion of an existing Unsecured Loan into a Secured Loan, 25 years less the period of the term already expired in relation to the existing Unsecured Loan; or
 - (b) on the conversion of an existing Secured Loan into an Unsecured Loan:
 - (i) if the period of the existing Secured Loan is more than 18 years, the maximum Term of the new Unsecured Loan will be the difference between 25 years and the actual period; or
 - (ii) if the actual period is less than 18 years, then the maximum term of the new Unsecured Loan must not exceed 7 years.

4 Interest

- 4.1 Interest on an outstanding Principal Sum for each Yearly Period will accrue from day to day during each Yearly Period on the basis of the actual number of days elapsed in that Yearly Period (while the relevant amount remained outstanding) at the Interest Rate.
- 4.2 Subject to clause 4.3, interest on the Principal Sum for each Yearly Period will be payable by the last day of the relevant Yearly Period.
- 4.3 No interest will be payable on the Principal Sum for the first Yearly Period in which a Loan has been made.

5 Default Event

5.1 If any Default Event occurs:

- (a) the Outstanding Amount is immediately due and payable; and
- (b) the Lender may (without giving any demand or notice to the Borrower):
 - (i) enforce this document;
 - (ii) enforce the Security Interest created under clause 5.2;
 - (iii) if the loan is a Secured Loan, enforce the interests under the registered mortgage; or
 - (iv) exercise or enforce all or any of the Lender's rights, powers or remedies:
 - (A) conferred by law;
 - (B) under or arising in connection with this document or in any other way,

or any combination of the above.

5.2 If the Outstanding Amount remains outstanding then the Borrower must give the Lender any reasonable Security Interest requested by the Lender as security for payment of the Outstanding Amount and such Security Interest will be enforceable against the Borrower until the entire Outstanding Amount is paid.

6 Other terms

- 6.1 Any payments required to be made by the Borrower under this document must be made in the manner specified by the Lender.
- 6.2 The Borrower must pay all costs in relation to the preparation and signing of this document.
- 6.3 The Borrower must pay any tax or stamp duty payable in relation to this document or the transactions contemplated by it.
- 6.4 If a party to this document consists of more than one person, that party's obligations under this document are joint and several obligations of those persons.
- 6.5 This document may only be amended by written agreement between all parties.

7 Governing jurisdiction

7.1 This document is governed by and is to be construed in accordance with the laws of Queensland.

8 Interpretation

- 8.1 In addition to the interpretation provision set out in the constitution, the following provisions apply:
 - (a) it may only be amended in writing with the consent of all parties;
 - (b) a party may assign their rights under this document with the written consent of each other party;

- (c) it embodies the entire agreement between the parties and to the extent permitted by law, no previous statement, representation or promise has any effect unless expressly provided in this document;
- (d) every party to this document confirms they intend to be bound when they sign it;
- (e) in relation to any party to this document, where there is more than one person, and a provision in the document where more than one party is referred to, then:
 - (i) every obligation on those persons is joint and several; and
 - (ii) any rights that those persons have are several;
- (f) there is no merger of the parties' rights and obligations on completion of any transaction contemplated by this document, such that if they have not been fulfilled and satisfied, they will remain in full force and effect;
- (g) a right or remedy under this document may be exercised by a party notwithstanding there is a conflict of interest or the party has a personal interest in exercising the right of remedy;
- (h) the rights and remedies under this document are in addition to any other right or remedy available at law;
- (i) notwithstanding any other provision of this document, any obligation of a party under this document is suspended to the extent it is impossible to act due to any cause beyond its control (including war, riot, natural disaster, labour dispute, or law taking effect) provided that party gives the other parties notice that it is unable to act within 5 Business Days of the cause; and
- (j) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this document or any part of it.

Counterparts

- 8.2 This document may be signed in any number of counterparts and all counterparts together make one document.

Legal advice

- 8.3 Each party acknowledges that it has read and understood this document and has had the opportunity to obtain independent financial and legal advice about its terms, other than from View Legal Pty Ltd.

No waiver

- 8.4 A party may waive all or part of their rights under this document in writing.
- 8.5 A party's failure to require performance of a provision of this document does not alter that party's rights to require subsequent performance of that provision.
- 8.6 Any party's waiver (whether full or partial) of the exercise of a right under this document does not alter that party's entitlement for further exercise of that right.

Method of payment

- 8.7 Any payments required under this document must be paid:
- (a) in cash;

(b) by bank cheque; or

(c) by depositing cleared funds into the recipient's bank account.

Time of the essence

8.8 The parties acknowledge that time is of the essence.

Director resolution


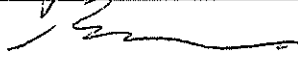
LMCB Superannuation Pty Ltd ACN 613 080 363

Trustee change

- 1 The Company has received a deed of change of trustee for LMM Superannuation Fund.
- 2 The Company proposes to act as trustee of the fund pursuant to the deed.

Resolution

- 3 That the Company consents to act as trustee of LMM Superannuation Fund.
- 4 To execute the deed of change of trustee (at least 2 originals) and authorise any 1 director to sign any ancillary documents.

<i>Director</i>	<i>Signature</i>	<i>Date</i>
Lexie Margaret Martin		22/6/16
Christopher Hugh Bowman		22/6/16

