

# Certificate of Registration of a Company

This is to certify that

**R AND R 1 PTY LTD**

**Australian Company Number 627 598 207**

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 eighteenth day of July 2018.**



**ASIC**

Australian Securities & Investments Commission

Issued by the  
Australian Securities and Investments Commission  
on this eighteenth day of July, 2018.

A handwritten signature in cursive script, reading "James Shipton".

James Shipton  
Chair

CERTIFICATE



# Constitution

of

## R and R 1 Pty Ltd

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194 Quinns Hill Road W

Stapylton, QLD, 4207

**ACN: 627598207**

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new wave business solutions pty ltd  
9/1 Kalimna Drive  
Broadbeach Waters QLD 4218  
Tel: 0406029050  
admin@new-wave.com.au

Maddocks Lawyers  
Tel: 1300 307 343  
(c/- Cleardocs)  
info@maddocks.com.au  
www.maddocks.com.au

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## Overview

This is the Constitution of R and R 1 Pty Ltd

The company is a proprietary company limited by shares. The liability of its members is limited to any amount owing on their shares.

- The company is not allowed to have more than 50 members who are not employees of the company or a subsidiary company or former employees of either who became members during their employment. For this purpose joint holders of particular shares are counted as one member. The company must always have at least one member.
- The company is not allowed to engage in an activity that would require a disclosure document to be lodged under Chapter 6D of the *Corporations Act*. This does not apply to an offer to existing members of the company or to employees of the company or a subsidiary company.

The Constitution sets out the basis on which the company is to be managed. Nothing in the Constitution is intended to derogate from the *Corporations Act*. That Act imposes numerous obligations on the company which are not reproduced in this Constitution. It prevails over anything in this Constitution to the extent that they are inconsistent. This Constitution replaces the replaceable rules in the *Corporations Act*. Words used in the Constitution that have a meaning in the *Corporations Act* have the same meaning in this Constitution.



## **A Management of the company**

### **Company's powers**

- 1 The company has all the powers of a natural person and a body corporate. That includes powers expressly or impliedly conferred by the *Corporations Act* or by law.

### **Company managed by the Board**

- 2 The Board of Directors manages the company. The initial directors are named in the Schedule. A director is not required to own shares in the company.

### **Directors to appoint company secretary**

- 3 The directors may appoint one or more company secretaries in accordance with the *Corporations Act* on the conditions they think fit. The directors may remove a company secretary from office. Unless the directors decide otherwise, the company secretary is also the company's public officer.

### **Directors to appoint public officer**

- 4 The directors must appoint a public officer in accordance with Australian tax law on the conditions they think fit. The directors may remove a public officer from office.

### **Powers of directors**

- 5 Through the Board, the directors have the power and duty to manage and control the business and affairs of the company. They may exercise all the company's powers, except those that are required to be exercised by the company in general meeting.

### **Directors may confer powers on a person**

- 6 The directors may confer on a person (including a director) the power to do specified things on behalf of the company, whether by power of attorney or not. They may confer on that person a power of sub-delegation.
- 7 If they do this, then that action does not exclude its exercise by the directors themselves.

### **Number of directors**

- 8 Subject to clause 9, there must be at least one director of the company and not more than 10.
- 9 The company may change the number of directors above one by passing a resolution at a general meeting of the company. If the number of directors falls below the minimum set by the company in accordance with this clause, the remaining directors for the time being must not take any action as directors other than to:
- appoint additional directors to meet the minimum; or
  - convene a general meeting of the company.

## **Appointment and removal of directors**

- 10 The company or the directors may appoint a director, remove a director, or do both, by passing a resolution to that effect.

The directors may appoint a director either to fill a casual vacancy or to add to their number. A director appointed by the directors ceases to be a director 6 months after the date of his or her appointment unless the company confirms the appointment by passing a resolution at a general meeting.

## **Retirement of directors**

- 11 A director may retire from office by giving written notice to the company at its registered office. The resignation is effective at the time stated in the notice, provided it is after the time the notice was given. If not, the notice is effective immediately it is given.

## **Office of director becomes vacant**

- 12 A director automatically ceases to be a director if the director:
- is prohibited from being a director or ceases to be a director or is removed from being a director by the *Corporations Act* or by an order made under it;
  - becomes insolvent or makes a composition or arrangement with his or her creditors or a class of them;
  - becomes of unsound mind or a person who is, or whose estate is, liable to be dealt with in any way under any law relating to mental health;
  - is absent from meetings of directors for 6 consecutive months without special leave from the directors, and the directors consequently declare his or her office vacant; or
  - fails to pay a call on his or her shares in the company for at least a month after the call was made – or a longer period allowed by the directors.

## **Alternate directors**

- 13 A director may appoint a person to act in his or her place as an alternate for any period the director thinks fit. The appointment must be in writing and must first be approved by a majority of the other directors. The managing director may not appoint an alternate managing director. An alternate does not have to own shares in the company. An alternate may be an alternate for more than one director.

## **Powers of alternate directors**

- 14 In the absence of the appointing director, his or her alternate has all the rights, and may exercise all the powers of, the director (including voting at meetings) on the same conditions as the appointing director. The exercise of rights and powers has the same effect as if the appointing director had exercised them. However, the alternate director is not the appointing director's agent and is personally responsible to the company for his or her conduct.

### **Notice of meetings**

- 15 An alternate is entitled to receive notices of meetings of directors if the appointing director requests it.

### **Resignation of alternate director**

- 16 An alternate may resign by giving the company written notice at its registered office. The resignation takes effect immediately when the notice is given.

### **Termination or suspension of appointment of alternate director**

- 17 An appointing director may immediately terminate the appointment of his or her alternate, or suspend the appointment, by giving the company written notice at the registered office.

The other directors may immediately terminate the appointment of an alternate, or suspend that appointment, by passing a resolution at a meeting of directors after giving the appointing director reasonable written notice.

The appointment of an alternate terminates automatically if the appointing director ceases to be a director, or if anything happens in respect of the alternate which, if it happened to the appointing director, would result in that director ceasing to hold office.

### **Appointment of managing director**

- 18 The directors may appoint one of them to be the company's managing director for the period and on the terms (including terms as to salary and fees) they think fit. If the managing director is unable to act in that office, the directors may appoint a person to act temporarily as managing director.

### **Resignation etc of managing director**

- 19 The clauses in this Constitution that apply in relation to the resignation, disqualification and removal of a director apply to the managing director with any necessary qualifications. The directors may remove the managing director from office, but only in accordance with any contract of employment the company has with that person.

### **Managing director ceasing to hold office**

- 20 The managing director automatically ceases to hold office when he or she ceases to be a director.

### **Powers of managing director**

- 21 The managing director has the powers entrusted to him or her by the directors. The directors may withdraw or vary any power entrusted to the managing director. The entrusting of a power to the managing director does not exclude its exercise by the directors themselves.

## **Remuneration of directors**

- 22      The directors are entitled to be paid directors' fees set by the directors. The directors may set different amounts for different directors. If they don't, each director's fee must be the same as each other director's fee. The directors' fees must not be more in aggregate than the maximum amount approved by the company in general meeting. Directors' fees accrue daily.

## **Expenses**

- 23      In addition to their fees, directors are entitled to be paid or reimbursed for all travelling and other expenses they properly incur in relation to exercising their powers and performing their duties in relation to:
- a meeting of directors;
  - a meeting of a committee of directors;
  - a general meeting of the company; or
  - the business or affairs of the company.

## **Conflict of interests**

- 24      A director is entitled to hold another office with the company, or to be remunerated for other work (including professional work) by the company, despite being a director. This does not apply in relation to the office or work of auditor.

A director is not disqualified from office by reason of entering into a contract or arrangement with the company or having an interest in a contract or arrangement with the company, nor is any such contract or arrangement void or liable to be avoided.

A director does not have to account to the company for any profit arising from a contract or arrangement with the company merely because of being a director and having a fiduciary duty to the company.

## **Disclosure of an interest**

- 25      A director must disclose an interest in any contract or arrangement with the company as required by the *Corporations Act*.

## **General notice of an interest**

- 26      A director may give a general notice to the company at its registered office that he or she is an officer or member of a specified corporation or firm, or has an interest in it in some other way. The notice must set out the nature and extent of the director's interest. The notice is effective on all subsequent occasions as a disclosure of the director's interest in a matter involving the company and that corporation or firm, but only if the director's interest at the time of first consideration of the matter is no greater than as stated in the general notice.

### **Effect of disclosure by a director**

- 27 If a director complies with the law and this Constitution in relation to disclosing an interest:
- the director may vote on whether the company enters into the contract or arrangement;
  - the contract or arrangement may be entered into;
  - the director may participate in the execution of the contract; and
  - the director may vote on matters involving the contract.

## **B Meetings of directors**

### **Directors may regulate meetings**

- 28 The directors may regulate their meetings in the way they think fit.

### **Holding meetings**

- 29 A director may convene a meeting of directors at any time. The company secretary must convene a meeting if requested by a director to do so. The convenor convenes a meeting by giving written or oral notice of it to all directors. The convenor does not have to give notice of a meeting to a director whom the convenor reasonably believes to be outside Australia.

### **Failure to give notice**

- 30 The resolutions passed at a meeting of directors for which notice was not given to all directors, and actions taken to implement those resolutions, are nonetheless valid if each director who was not given notice later agrees to waive the receipt of that notice.

### **Quorum**

- 31 No business may be transacted at any time during a meeting of directors unless a quorum is present. Until the directors decide otherwise, the quorum for a meeting of directors is any 2 directors. If there is only one director, the quorum is that director. The quorum must be present throughout a meeting. An alternate director who is not also a director may be counted in the quorum if the appointing director is not present.

### **Chair**

- 32 The directors may elect one of them to be chair for a specified period. If a meeting of directors is held and no chair has been appointed, or the usual chair is not present within 30 minutes after the scheduled starting time or is unwilling to chair the meeting, the directors present must elect one of them to chair that meeting.

### **Meetings of directors in different places**

- 33 A meeting of directors may be convened at different venues, provided the technology used gives the directors at each venue a reasonable opportunity to participate in the meeting. The meeting is held at the place where the largest number of participating directors is present. If that place cannot be identified, the meeting is held where the chair is present.

If there is a failure in the technology which deprives any director of a reasonable opportunity of participating in the meeting, the chair must adjourn the meeting until the failure is rectified. If the failure is not rectified within one hour, the chair must adjourn the meeting to a date and time when the chair believes all directors will be able to participate.

### **Departure from a meeting of directors in different places**

- 34 A director who wishes to leave a meeting of directors being held even though all directors are not in the same place must obtain the express consent of the chair. A director who fails to do so is conclusively presumed present throughout the meeting for the purposes of the quorum for that meeting.

### **Voting and resolutions at a meeting**

- 35 At a meeting of directors:
- each director who is present has one vote;
  - an alternate director who is also a director has one vote as director and one vote for each appointing director who is absent from the meeting and by whom he or she has been appointed as an alternate; and
  - the chair has a casting as well as a deliberative vote.

A resolution is passed at a meeting of directors if a majority of the votes cast is in favour of it. If there is only one director, he or she may pass a resolution in the way provided for by section 248B of the *Corporations Act*.

### **Resolutions by circular**

- 36 The directors may pass a resolution without holding a meeting in accordance with this clause. The resolution must be signed by all directors entitled to vote on it and must state that they are in favour of it. The resolution is valid from the time the last director signs it and is taken to have been passed at that time. Different directors may sign different documents provided they are identical. All original signed counterparts of this resolution must be retained in the company's books.

### **Minutes of meetings**

- 37 The directors must keep and sign minutes of meetings in accordance with the *Corporations Act* which record all attendees, apologies, orders, resolutions and proceedings of meetings of directors.

### **Committees of directors**

- 38      The directors may delegate any of their powers to a committee of directors they specify. The directors may revoke a delegation. A committee must comply with any conditions on the exercise of its powers that the directors set. A power properly exercised by a committee is exercised by the directors. The clauses that apply in relation to the proceedings of a meeting of directors apply in relation to meetings of a committee of directors (except a committee of one).

### **Minutes of meetings of committees**

- 39      The rules applying to the minutes of meetings of directors and their signing apply, with any necessary changes, to the minutes of meetings of a committee. If a committee consists of only one director, a minute signed by that director recording a decision by him or her as that committee is a minute of that committee.

### **Validation of acts of directors**

- 40      Any act done at a meeting of directors or of a committee of directors, or by any person acting as director, or by a person claiming to act under a power of attorney executed by the company, is valid even if it is later discovered that there was a defect in the person's appointment or continuance in office, or that the person was disqualified from voting or not entitled to vote.

### **Execution of documents**

- 41      In addition to any other way in which the company may execute a document, it may do so by 2 directors signing it, or by one director and a secretary of the company signing it. If there is only one director who is also the sole company secretary, the company may execute a document by that person signing it. If there is only one director and no company secretary, the company may execute a document by that director signing it. Execution under a common seal is not required.

### **Company seal**

- 42      The directors may adopt a company seal, provide for its safe-keeping and adopt rules for its use.

## **C      General meetings of the company**

### **Convening a general meeting**

- 43      A director may convene a general meeting of the company at any time. A member or members may only call for or convene a meeting in accordance with the *Corporations Act*. A meeting may be convened at different venues, provided the technology used gives the members at each venue a reasonable opportunity to participate in the meeting. The meeting is held at the place where the largest number of members is present. If that place cannot be identified, the meeting is held where the chair is present.

If there is a failure in the technology which deprives any member of a reasonable opportunity of participating in the meeting, the chair must adjourn the meeting until the failure is rectified. If the failure is not rectified within one hour, the chair must adjourn the meeting to a date and time when the chair believes all members will be able to participate.

### **Notice of meetings**

- 44 Unless consent is given for shorter notice in accordance with the *Corporations Act*, at least 21 days' notice must be given of a general meeting to those persons entitled to notice under the *Corporations Act*. The notice must specify the information required by the *Corporations Act*.

An accidental failure to give notice to a person, or the non-receipt by that person of the notice, does not affect the validity of the proceedings at the meeting or any resolution passed at it.

### **Cancellation**

- 45 The directors may cancel a general meeting convened by them. If a general meeting is convened by, or on the call of, a member or members, the directors may only cancel the meeting if they have received from that member or members a signed notice withdrawing their request for the meeting.

### **Adjournment**

- 46 The directors may postpone a general meeting or change a venue at which it is to be held. The only business that may be transacted at an adjourned meeting is the business stated in the notice concerning the original meeting.

- If a meeting is cancelled or adjourned, the directors must try to notify in writing each person entitled to receive notice of the fact of its cancellation or adjournment.
- In the case of an adjournment, the notice must state the new time and venue for the meeting.
- An accidental failure to give notice to a person, or the non-receipt by that person of the notice, does not affect the validity of the cancellation or adjournment of the meeting.

### **Quorum**

- 47 No business may be transacted at any time during a general meeting unless a quorum is present. The quorum for a general meeting is 2 members who are present in person or by proxy, representative or attorney and who are entitled to vote. If a proxy, representative or attorney is appointed by more than one member, unless that person is also a member that person may be counted only once for the purpose of calculating the quorum. If that person is also a member, then that person may be counted twice. If the company has only one member, that person is the quorum.



- 47.1 *In the case of a meeting convened or called for by a member or members, if a quorum is not present within 30 minutes after the time appointed for a general meeting to be held, the meeting is automatically abandoned.*
- 47.2 *In the case of a meeting convened by the directors (other than on a member's or members' call), if a quorum is not present within 30 minutes after the time appointed for a general meeting to be held, it automatically stands adjourned to the same day of the following week at the time and venue the directors notify to the members in writing. If a quorum is not present within 30 minutes after the time appointed for the adjourned meeting, the meeting is automatically abandoned.*

## **Chair**

- 48 The chair of meetings of directors is also the chair of a general meeting. If there is no chair, or the chair is unwilling to act as chair, or the chair is not present within 30 minutes after the time appointed for the general meeting to be held, the directors may choose another director to be chair of the meeting. If the directors fail to do so, or all directors present decline to be chair, the members who are present may choose one of them to be chair of the meeting.

## **Chair's rulings final**

- 49 The chair's rulings on any matter relating to the order of business, procedure and conduct of the general meeting are final. No motion of dissent from a ruling will be accepted.

## **Adjournment**

- 50 On the request or on the decision of a majority of members present and entitled to vote, the chair must adjourn a general meeting, or any business, motion, resolution, question, debate, discussion or poll. The adjournment may be until later in the meeting or to an adjourned meeting in accordance with the decision or request and does not affect the conduct of any other business that remains to be conducted at the meeting.

## **Adjourned meetings**

- 51 No notice has to be given of an adjourned meeting or the business to be transacted at it unless the adjournment is for at least 30 days. In that case, the notice requirements relating to the original meeting apply. No business may be transacted at an adjourned meeting except the business from the meeting adjourned. A resolution passed at an adjourned meeting is passed on the day of that adjourned meeting.

## **Voting rights**

- 52 Subject to any rights or restrictions attached at the relevant time to a class or classes of shares, each member of the company, or each member of a class of members, who is entitled to attend and vote may attend a meeting of the company, or of the class of members. An individual member may vote personally or by proxy or attorney. A corporation member may do so by a representative who is an individual. No person who is not a member of the company, or a member of the class of members, or a proxy or

attorney of that member – or, in the case of a corporation member, a representative of that member – may vote at a meeting of members or of a class of members.

## **Votes**

- 53     *On a show of hands*, each member present (including by proxy, representative or attorney) at a meeting of members or of a class of members who is entitled to vote has one vote.

*On a poll*, each member present at a meeting of members or of a class of members who is entitled to vote has one vote for every fully paid up share held.

## **Votes by joint holders**

- 54     Any joint holder of shares may vote at a general meeting. However, if more than one vote is cast, the only one that will be counted is that of the joint holder whose name appears first on the member's register of the company.

## **Members not entitled to vote: minor or incapacity**

- 55     A member who is a minor may vote by the person or body who has the management or guardianship of the member. A member under an incapacity can vote through the person legally entitled to manage their estate.

## **Members not entitled to vote: amount unpaid**

- 56     A member is not entitled to be present or to vote at a general meeting unless all calls and other amounts payable at the time of the meeting in respect of shares held by the member have been paid in full.

## **Objection to vote**

- 57     A challenge to a person's entitlement to vote at a general meeting or to the validity of a vote made at that meeting may only be raised at that meeting. If a vote is allowed by the chair, it is valid for all purposes.

## **Method of voting**

- 58     A resolution at a general meeting is to be decided on a show of hands unless a poll is demanded by any of the following:
- the chair of the meeting;
  - at least 5 members present who are entitled to vote on the resolution;
  - by a member or members who represent at least 10% of the votes that may be cast on the resolution.

### **Chair to declare proxies before taking vote**

- 59 Before taking a vote on a resolution at a general meeting, the chair must inform the meeting whether any proxy votes have been received and how any proxy votes are to be cast.

### **Declaration of result of a vote on a show of hands**

- 60 A declaration by the chair of a general meeting of the result of a vote on a show of hands, and a subsequent entry into the minutes of that meeting confirming that result that is signed by the chair of that meeting or the next general meeting, is by itself conclusive evidence of the declared result.

### **When a poll may be demanded**

- 61 A poll may be demanded before a vote on a resolution is taken, before the result of a vote on a show of hands is declared, or immediately after the result is declared.

### **Demand may be withdrawn**

- 62 A demand for a poll may be withdrawn at any time before the poll is taken.

### **Taking of poll**

- 63 If a poll is demanded, it must be taken in accordance with the directions of the chair. However, if the poll concerns the election of a chair or the adjournment of the meeting, it must be taken immediately. A delayed poll does not affect the transaction of other business. The result of the poll is the resolution of the meeting on that question.

### **Chair's votes**

- 64 In addition to any deliberative vote or votes as a member, the chair of a meeting is entitled to a casting vote in the case of an equality of votes on a show of hands or a poll.

### **Right of non-members to attend general meeting**

- 65 The chair may invite any person who is not a member to attend and address a general meeting, including a director, auditor or company secretary.

### **Resolutions by circular**

- 66 The members may pass a resolution by circular without holding a general meeting. The resolution must be signed by all members entitled to vote on it and must state that they are in favour of it. If there are joint holders of shares entitled to vote on the resolution, each must sign it. The resolution is valid from the time the last member signs it and is taken to have been passed at that time. Different members may sign different documents provided they are identical. Facsimile documents are acceptable. The resolution must be recorded in the minutes of the company's meetings. This does not apply to a resolution to remove an auditor under section 329 of the *Corporations Act*.

## **Resolutions by sole member**

- 67 If the company has only one member, that member may pass a resolution of the company simply by recording it in the minutes of the company's meetings.

## **Proxies**

- 68 A member who is entitled to cast 2 or more votes may appoint no more than 2 proxies. A proxy does not have to be a member of the company. If a member appoints 2 proxies, neither can vote on a show of hands. If the appointment does not specify what proportion of votes each is to be proxy for, each may exercise one half of the member's voting rights. A fraction of a vote is to be disregarded.

## **Appointment of proxy**

- 69 A member may appoint a proxy or attorney. The member, the member's attorney or the corporation member's representative must sign the appointment. The appointment is valid if it contains the information which the *Corporations Act* requires it to contain. At the date of this Constitution, the *Corporations Act* required it to contain each of the following:

- the name and address of the member
- the name of the company
- the proxy's name or the name of the proxy's office
- the meetings at which the proxy is to be used.

An appointment is not invalid merely because it does not specify all this information.

An appointment may be a standing appointment.

An appointment for a meeting is valid for an adjournment of that meeting.

## **Form of proxy**

- 70 The form set out in Schedule 4 may be used for the appointment of a proxy.

## **Revocation of appointment**

- 71 A member who has appointed a proxy may revoke the appointment at any time by giving the company written notice. An appointment is not revoked by the member attending and taking part in a general meeting. However, if the member votes on a resolution, the proxy or other person appointed to exercise a member's voting rights is unable to vote.

## **Lodgement of proxies**

- 72 A proxy, power of attorney or other authority to exercise a member's voting rights at a general meeting is not to be treated as valid unless notice of it is received by the company at its registered office (or another place specified in the notice of meeting) at least 48 hours before the time the meeting (or adjourned meeting) at which it is to be exercised is due to commence. The proxy or power of attorney must be accompanied by the authority under which the proxy was signed or a certified copy of the power of attorney. Facsimile documents are acceptable.

### **Rights of proxies etc**

73 A proxy or other person appointed to exercise a member's voting rights has the same rights as the member to speak and vote at a general meeting. Those rights are suspended while the member is personally present at the meeting. The proxy or other person must vote on a resolution in accordance with any direction in the appointment.

- If there is no direction, and the person is separately entitled to vote on the resolution, the person may vote on it for the member as he or she thinks fit.
- If there is no direction, and the person is *not* separately entitled to vote on the resolution, he or she must abstain from voting on it.

A proxy or other person appointed to exercise a member's voting rights may demand or join in a demand for a poll.

### **Votes by proxy etc remain valid**

74 A vote by proxy, power of attorney or other authority is valid despite any of the following:

- the death of the member or the member ceasing to have mental capacity;
- the bankruptcy or liquidation of the member;
- the revocation of the proxy, power of attorney or other authority;
- the transfer of the share in respect of which the vote was cast.

This does not apply if the company receives notice of the relevant fact at its registered office at least 48 hours before the commencement of the meeting (or adjourned meeting) at which the vote is to be cast.

### **Proxy of joint holders**

75 The vote of a proxy appointed by all the joint holders of a share is to be counted to the exclusion of a vote by any other proxy of any of the joint holders.

### **Chair may require evidence**

76 The chair of a general meeting may require a person acting as a proxy for a member to establish that he or she is the person named in the lodged proxy. If the person cannot do so, he or she may be excluded from voting as proxy for the member.

### **Meetings of members of a class of shares**

77 The rules applying to general meetings of the company apply with any necessary modification to meetings of members holding a class of shares, unless a matter is dealt with specifically by the rules for meetings of class members.

## **D Shares in the company**

### **Power to issue shares**

- 78 The directors may issue shares in the company at any time. They must preserve any special rights conferred on holders of existing shares. The directors may issue shares on any conditions they think fit subject to the *Corporations Act*.
- 79 The directors may issue or allot shares as fully paid or partly paid, or as payment for property acquired by, or services rendered to, the company. They may differentiate between holders, including holders of the same class of shares, in relation to amount of calls or the timing of calls that are to be paid.
- The directors may impose any conditions dealing with preferred, deferred, qualified, guaranteed and other special rights, privileges, conditions, restrictions or limitations in regard to dividend, return of capital, distribution of assets, voting or otherwise that they think fit.
- 80 The directors may grant options to call on the company to issue shares that they think fit.

### **Shares that may be issued**

- 81 The shares issued by the directors must be of a class described in the Schedule or otherwise authorised by this Constitution.

### **Issue price**

- 82 The directors determine the price of any shares they issue.

### **Preference shares**

- 83 Subject to the *Corporations Act*, the directors may issue preference shares that are redeemable or non-redeemable. They must not convert non-redeemable shares into redeemable shares. The directors may issue preference shares that are liable to be redeemed, or preference shares that are liable to be redeemed at the option of the company.
- However, the directors may only issue preference shares if rights with respect to any of the following that are to be attached to the preference shares are either set out in this Constitution or have been approved by special resolution of the company:
- repayment of capital;
  - participation in surplus assets and profits;
  - cumulative and non-cumulative dividends;
  - voting;
  - priority of payment of capital and dividends in relation to other shares or the company's property.

### **Variation of rights**

- 84 The rights of holders of a class of shares to which special rights are attached are not varied or cancelled by the creation of additional shares ranking equally with the shares of that class. They may be cancelled or varied only by a special resolution of the company, and:
- a special resolution at a general meeting of the members holding shares in the relevant class of shares; or
  - with the written consent of members who hold at least 75% of the shares in that class.

### **Variation or cancellation of shares**

- 85 If the capital of the company is divided into different classes of shares, any rights attached to shares of any class may be varied or cancelled:
- with the written consent of the holders of 75% of the issued shares of that class; or
  - with the sanction of a special resolution of the holders of shares in that class passed at a separate general meeting.

In the latter case, the quorum for the meeting is members holding 25% of the issued shares of the relevant class. Any member holding shares of the class may demand a poll.

### **Commission and brokerage**

- 86 The company may pay commission or brokerage as allowed by the *Corporations Act*. It may do so by paying cash, allotting shares, or both.

### **Share certificates**

- 87 The company must issue share certificates to holders of shares. They must be in the form laid down by the directors and in accordance with any requirements in the *Corporations Act*. Each member is entitled to one share certificate, free of charge, for all the shares registered in his or her name. Joint holders of shares are entitled to only one certificate between them.

If a share certificate produced to the directors is worn out or defaced, the directors may order it to be cancelled. On cancellation, they may issue a replacement after being paid a fee set by them. If a share certificate is lost or destroyed, the directors must issue a replacement to the person entitled to the shares after being paid a fee set by the directors.

### **Calls on shares**

- 88 Unless the terms of issue of a share provide otherwise, the directors may at any time make a call, including a call by instalments, in respect of an amount unpaid on the shares of members. A call is made when the directors pass a resolution making it.

## **Notice of a call**

- 89 The company must give at least 14 days' written notice to each member who holds a share in respect of which a call is made. An accidental failure to give notice or the failure of a member to receive it does not affect the validity of the call. However, notice of a call is not required where the terms of issue of a share specifies the time an unpaid amount will fall due.

## **Liability for a call**

- 90 After receiving notice of a call, a member must comply with it. Joint holders are jointly and severally liable.

## **Interest on unpaid calls**

- 91 If a call is not paid on time, the member must pay interest at the daily rate that is equivalent to the annual rate set by the directors (if no rate has been set by them, the last Reserve Bank Official annual cash rate published in the Australian Financial Review) from that time until actual payment, plus any expenses incurred by the company because of the failure to pay. The interest is to be compounded daily. The directors may waive payment of any part of the interest.

## **Proceedings**

- 92 If a call is not paid on time, the directors may proceed to recover the amount, plus any interest and expenses. The exercise of that right does not affect any right of the company to forfeit the relevant shares. In any proceedings, it is sufficient and conclusive to prove that:
- the defendant's name is entered in the member's register as a holder of the shares in respect of which the call was made;
  - the resolution making the call is recorded in the company's minute book; and
  - notice of the call was given to the member; or that the terms on which the shares were issued required payment at or after the relevant fixed or defined time.

Nothing else has to be proved.

## **Prepayment of calls**

- 93 The directors may accept payment of an amount unpaid on a share without a call having been made in respect of any part of it. The directors may authorise the company to pay interest on that amount to the member, at the rate set by the directors (if no rate has been set by them, the last Reserve Bank Official annual cash rate published in the Australian Financial Review), from the time it is paid until the time the amount would have become due under a call. The directors may at any time repay any part of a prepaid amount. They must give the member at least one month's notice of an intention to repay a prepaid amount.



## **Forfeiture of shares**

94 If a member does not pay a call on time, the directors may serve a forfeiture notice on the member requiring payment of the relevant amount, plus interest and expenses. The notice must state:

- a date and time (no earlier than 14 days after the date the notice is served) on or before which payment of the outstanding amount is required, and the place where payment is to be made; and
- that if payment is not made as required, the shares will be liable to forfeiture.

If the member does not comply, the directors may forfeit the shares, including unpaid dividends declared in respect of them. The directors may at any time annul a forfeiture of shares.

## **Notice that forfeiture has taken place**

95 If a share is forfeited, the directors must enter the forfeiture and its date in the member's register of the company. The company must give notice of the forfeiture to the member (or members) in whose name the share was registered. Failure to comply with this clause does not invalidate the forfeiture.

## **Consequences of forfeiture**

96 A person whose shares have been forfeited ceases at the time of forfeiture to be a member in respect of those shares. He or she has no claim against the company in respect of the forfeited shares, but remains liable to pay the company the amount outstanding in respect of them at the date of forfeiture. If the directors think fit, the person must also pay interest on the outstanding amount, at the rate set by the directors (if no rate has been set by them, the last Reserve Bank Official annual cash rate published in the Australian Financial Review), from the time of call of the shares until the outstanding amount is paid. The directors are not under an obligation to enforce the person's obligations.

## **Evidence of forfeiture**

97 A statement in writing by a director or the company secretary that a particular share has been forfeited on a particular date is conclusive evidence of that fact against any person claiming to be entitled to it.

## **Disposal of forfeited shares**

98 The company may sell or dispose in some other way of a forfeited share as the directors think fit. On receipt of any consideration for the disposal, the company may transfer the share to the person to whom it was sold or disposed. That person is then to be registered as the holder of the share, but is not responsible for seeing to what is done with any consideration paid. Entitlement to the share is not affected by any irregularity or invalidity in the forfeiture and disposal procedure.

### **Balance belongs to former member**

- 99 Any balance of the proceeds of sale after payment to the company of the amount outstanding for the share belongs to the person who last held the forfeited share.

### **Company has a lien on shares in respect of amounts payable**

- 100 The company has a first and paramount lien on each share registered (solely or jointly) in the name of a member, and on the proceeds of sale of that share, for all money that is outstanding on it, including an amount the company may be required to pay in respect of it. The lien extends to dividends declared and other entitlements in respect of the share. Unless the directors decide otherwise, the registration of a transfer of a share waives the company's existing lien in respect of it. The directors may exempt a share from the company's lien.

### **Company's indemnity and lien in respect of certain liabilities etc**

- 101 If, under the law of Australia or any other jurisdiction, a liability is imposed on the company, or the company is required to make a payment in respect of any shares registered in the company's member's register or in respect of any dividends or other amounts which are or may become accrued or payable to a member in respect of those shares, then the company is entitled to be indemnified against that liability or requirement by the holder of those shares. In addition:

- The company has a lien on the shares and the dividends or other amounts for the amount of the liability or requirement, plus interest on that amount, at the rate set by the directors (if no rate has been set by them, the last Reserve Bank Official annual cash rate published in the Australian Financial Review), from the time the company pays the amount of the liability or requirement until the time the member indemnifies the company. The directors may waive payment of the interest.
- The company may deduct from any amount payable by it to the member the amount due by the member under the indemnity.

This does not affect any other right the company may have in respect of its payment of the liability or requirement.

### **Suspension of a member's rights**

- 102 While the company holds a lien over shares in respect of an amount which has not been paid on time, the relevant member may not exercise any rights as a member in respect of those shares.

### **Enforcement of a lien**

- 103 The company may enforce a lien in respect of an amount that has not been paid on time by selling the shares in the way the directors think fit. The company must give the member or other person entitled to the shares at least 14 days' written notice, stating the amount due and demanding payment of it.

### **Completion of sale under a lien**

- 104 The directors may authorise a person to effect the transfer to the purchaser of shares which have been sold under the company's lien over them. The purchaser is entitled to be registered as the holder of the shares and is not responsible for seeing to what is done with the consideration paid. The purchaser's entitlement to the shares is not affected by any irregularity or invalidity in connection with the sale. The purchaser is not under any obligation to pay any amount in respect of the shares except the purchase price and any other amount agreed with the company.

### **Proceeds of sale under lien**

- 105 Proceeds received by the company from the sale of shares under a lien are to be applied towards payment of the amount in respect of which the lien existed and any expenses of the company in enforcing the lien. Any balance must be paid to the person entitled to the shares before they were sold under the lien. However, the company may retain any amount that has become payable since the sale in relation to something that occurred before the sale.

### **Transfer of shares**

- 106 A person may transfer shares to another person by a document in the usual or common form or in some other form approved by the directors, signed by both the transferor and the transferee. The transferor remains holder of the shares until the transfer is registered.

### **Registration of transfer**

- 107 For a transfer to be registered, the following documents must be lodged at the company's registered office:
- the transfer itself, duly stamped;
  - the share certificate (if there is one) or evidence satisfactory to the directors of its loss or destruction;
  - any other information the directors require to establish the transferor's right to transfer the beneficial ownership in the shares.

No fee is payable in respect of a transfer.

### **Refusal to register**

- 108 The directors may refuse to register a transfer for any reason they think fit. The company must give written notice to the person who lodged the transfer within 7 days after a refusal to register a transfer. Except in the case of suspected fraud, they must return the transfer to that person.

### **Suspension of transfers**

- 109 The directors may suspend registration of transfers for a specified period at any time, provided the total period of suspension in a calendar year is no more than 30 days.

### **Transmission of shares on the death of a member**

- 110 On the death of a member, a surviving joint holder or the personal representative of a deceased sole holder are the only persons who have any title to the deceased's shares. The estate of a deceased holder remains liable for any liability in respect of the shares held, solely or jointly, at his or her death.

### **Election by a person entitled**

- 111 The directors may require any person who becomes entitled to shares on the death or bankruptcy of a member or under any law relating to mental health to elect, by giving written notice to the company, either to become registered as the holder of the shares or to nominate another person in whose name the shares are to be registered and effecting a transfer to this person.

### **Entitlement before registration**

- 112 A person entitled to be registered as the holder of shares is entitled to receive any dividend or other payment payable in respect of the relevant shares that the member would have been entitled to if he or she had not died. However, that person must first give the directors any information they properly require. The person is not entitled to any other rights until he or she becomes registered as the holder of the shares.

### **Incapacity etc of member**

- 113 If a member becomes incapacitated or his or her person or assets becomes liable to be dealt with in any way under a law that relates to incapacity, the person who becomes legally entitled to manage the member's estate may exercise any rights that the member would have been able to exercise but for the incapacity. However, the person must first give the directors any information they properly require.

## **E Capital and profits of the company**

### **Alteration of capital of the company**

- 114 The company may alter its capital by passing a resolution to that effect in general meeting. It may do so in any of the following ways, provided it does not infringe clause 84:
- by converting any of its shares into larger or smaller numbers, in which case, any amount unpaid on them is to be divided equally among the replacement shares;
  - by cancelling any shares which have been forfeited;
  - by converting a class of shares into another class.

### **Power to reduce capital**

- 115 The company may reduce its share capital in accordance with the *Corporations Act*.

### **Power to buy back shares**

- 116 The company may buy back shares at any time in accordance with the *Corporations Act*.

### **Reserving profits**

- 117 The directors may at any time set aside an amount out of the profits of the company as a reserve. A reserve is to be applied, at the directors' discretion, to any of the purposes for which profits may properly be applied, including the running of the company and investment. Until that is done, the directors may use it for the company's benefit.

### **Carrying forward profits**

- 118 The directors may carry forward any profits rather than reserving them or distributing them through dividends.

### **Capitalising profits**

- 119 Subject to any special rights or restrictions applicable to any shares, the directors, or the members in general meeting, may resolve to capitalise profits in any way for the benefit of members in the proportions in which those members would have been entitled to a dividend from those profits. The directors must do anything necessary to implement the resolution. They may do any of the following:
- make cash payments in a case where securities become issuable in fractions, or decide that fractions are to be disregarded;
  - fix the value for distribution of a specific asset or part of it;
  - vest any cash or specific assets in trustees on trust for all members entitled to a dividend;
  - authorise a person to make an agreement with the company on behalf of members entitled to further securities for the issue of those securities as fully paid up or for the payment of amounts outstanding on their existing shares. That agreement will bind all members.

### **Distribution of capital**

- 120 If there is more than one class of shares on issue, the directors may distribute capital to one class of shares to the exclusion of another class, or to one class of shares at a different rate from that to another class of shares.

### **Declaration of dividends**

- 121 Subject to any special rights or restrictions that apply to any shares, the directors may declare and pay dividends on shares provided that:
- the company's assets exceed its liabilities immediately before the dividend is declared and the excess is sufficient to pay the dividend;
  - the payment of the dividend is fair and reasonable to the company's shareholders as a whole; and

- the payment of the dividend does not materially prejudice the company's ability to pay its creditors.

If there is more than one class of shares on issue, then the directors may declare and pay a dividend on one class of shares:

- to the exclusion of another class; and
- at a different rate from that on another class of shares.

### **Apportioning dividends**

- 122 If shares in the company are partly paid, then dividends are to be credited or paid in respect of particular shares according to the amounts credited or paid on them (subject always to the rights and restrictions attached to those shares). Amounts paid before a call has been made are to be ignored. If the amount paid or credited on a share changed during the relevant period, the dividend on that share will be credited or paid proportionally to the amounts paid or credited on the share for the relevant portions of that period. If a share is issued on the basis that it will rank for dividends as from a particular date, it will rank from that date.

### **Deductions from dividends**

- 123 The directors may deduct from a dividend an amount up to the amount owed by the member to the company on account of the relevant shares, whether on account of calls or otherwise, and may use that amount towards satisfaction of the member's debt.

### **Dividends payable in kind**

- 124 The directors may direct that any part of a dividend is to be paid by the issue of shares or a distribution of specific assets, including fully paid shares in another company. The directors may deal as they think fit with any difficulty in relation to the distribution of specific assets. They may do any of the following:
- fix the value of a specific asset or part of it;
  - decide that cash payments may be made on the basis of their valuation;
  - vest any cash or specific assets in trustees on trust for all members entitled to a dividend.

### **No interest payable**

- 125 No interest is payable by the company on any dividend declared by the directors.

### **Method of payment of dividends**

- 126 The company may pay a dividend or other money that is payable in cash by:
- crediting the amount to the member's loan account with the company;
  - drawing a cheque to the member (or as the member directs) or paying the amount into a bank account nominated by the member;
  - satisfying any amount owed by the member to a third person, as directed by the

member; or

- applying any part of the amount towards satisfaction of money owing by the member to the company on any account.

### **Unclaimed dividends**

- 127 Until a dividend is claimed, the company may use it for the company's benefit in accordance with the *Corporations Act*.

## **F Loans to members**

### **Loans under Division 7A of the Income Tax Assessment Act 1936**

- 128 The company may make one or more loans to a member.
- 129 Any loan by the company to a member will be governed by the Default Loan Agreement, except loans to which the company and the member agree in writing that the Default Loan Agreement is not to apply. Also:
- 129.1 if the member ceases to be a member of the company, the member continues to be bound by the Default Loan Agreement; and
- 129.2 if a person or an associate borrows money from the company and then becomes a member of the company, the Default Loan Agreement will apply as an agreement between the company and that member from the date the member is registered as a member, except where the company and that person have agreed in writing that the Default Loan Agreement is not to apply.
- 130 In this Part F, the terms 'associate' and 'loan' have the same meaning as in the Default Loan Agreement.

## **G Miscellaneous**

### **Corporations Act**

- 131 This Constitution will be read subject to any restrictions in the *Corporations Act*. To the extent of any inconsistency, the provisions of the *Corporations Act* which are not a Replaceable Rule (as that term is defined in section 135 of the *Corporations Act*) will prevail over this Constitution.

### **Display of name**

- 132 The company must display its name prominently at every place at which the company carries on business and that is open to the public. It must display its name and ACN on the first page of all its public documents and negotiable instruments, except in cases (eg, cash register receipts) where that is not required by the *Corporations Act*.

### **Registered office**

- 133 The directors must decide on the place of the company's registered office.

## **Records to be kept**

- 134 The directors must keep proper financial records and accounts. They must distribute copies of financial reports and a directors' report in accordance with the *Corporations Act*. They must decide whether, to what extent, where, when and under what conditions the accounts and records of the company are to be available for inspection to members who are not directors. A member who is not a director is not entitled to inspect accounts and records except as decided by the directors or in accordance with the *Corporations Act*.

## **Register of members and charges**

- 135 The company must keep a register of its members and a register of debenture holders (which includes any mortgages and charges) specifically affecting the company's property and must keep these registers up to date.

## **Confidential information**

- 136 A member who is not a director is not entitled to require or receive from the directors or the company any information concerning the business, trading or customers of the company, or any trade secret, secret process, or other confidential information belonging to or used by the company.

## **Notices**

- 137 The company may give a notice to a member in any of the following ways:
- by serving it on the member personally;
  - by posting it to the member or leaving it at the member's address shown in the member's register, or at a replacement address for giving notices supplied to it by the member;
  - by faxing it or sending it electronically to the fax number or electronic address supplied by the member to the company for the giving of notices; or
  - by notifying the member, using one of the above methods, that the notice (and any other meeting material) is available online and directing the member as to how it may access the notice and material.

## **Time of service**

- 138 A notice is to be treated as received in accordance with the following:
- if it is sent by post in Australia:
    - using regular pre-paid post or registered post, 6 business day after pre-paid posting;
    - using priority pre-paid post or priority registered post, 4 business days after posting;
    - using express post, 2 business days after posting;
  - if it is sent by post to an address outside Australia, 10 business days after posting;



- if it is faxed or sent electronically, on the business day after it is sent.
- if the notice and materials are available online, then notice is only treated as received in accordance with the above, if the material is available online when the notice is received (and, if not so available, then from when it is available.)  
The Company must use all reasonable endeavours to ensure it remains available until the meeting time.

### **Notice to a person entitled on the death etc of a member**

139 The company may give a notice to a person who becomes entitled to shares on the death or bankruptcy of a member or under any law relating to mental health in accordance with the following:

- by serving it on the person personally;
- by posting it to the person at the address supplied to it by that person;
- by giving it in any other way in which it might have been given if the member had not died or become bankrupt or subject to any law relating to mental health.

### **Notice to joint holders**

140 A notice to joint holders is given if the notice is given to the holder first named in the member's register as joint holder.

### **Notice of a general meeting**

141 Notice of a general meeting must be given to each of the following:

- each member;
- each director;
- the auditor of the company;
- each person entitled to shares because of the death or bankruptcy of a member or under any law relating to mental health.

### **Persons not entitled to notice**

142 A person who does not have an address in the member's register and who has not supplied an address or number for the giving of notices is not entitled to be given notice.

### **Winding up of the company**

143 If, on the winding up of the company, the assets are more or less than sufficient to repay the whole of the issued capital of the company, the assets must be distributed so that the profit is made or the loss is borne by members proportionally to the capital which was paid up or which ought to have been paid up on their shares at the commencement of the winding up. Amounts paid in advance of a call are to be ignored.

## **Distribution of the company assets**

144 If the company is wound up, the liquidator may, on a special resolution of the company, divide any part of the assets among members. The liquidator may do any one or more of the following:

- set what he or she regards as fair values on those assets;
- decide on the division between different members or classes of members;
- vest any assets in trustees on trust for the benefit of members as the liquidator thinks fit, but not so that a member would be forced to accept a share or security on which there is any liability.

## **Remuneration in relation to winding up etc**

145 No remuneration may be paid to a director or liquidator from the proceeds of the sale or realisation of the company's property or undertaking, except with the approval of the company in general meeting.

## **H Indemnity for officers etc**

### **Indemnity**

146 Each officer and former officer of the company (and, if the company approves it in general meeting, an employee, authorised agent, auditor or general adviser of the company) is entitled to an indemnity from the company against any liability, loss or expense incurred as an officer of the company (or in the other relevant capacity). However, this indemnity only applies if one of the following conditions is satisfied:

- 146.1 The liability, loss or expense is to another person (except the company or a related body corporate) and does not arise out of conduct involving a lack of good faith.
- 146.2 The liability is for costs and expenses incurred either:
- in defending civil or criminal proceedings in which judgment is given in favour of the person or the person is acquitted; or
  - in connection with an application in relation to those proceedings in which the court grants relief to the person under the *Corporations Act*.

### **Payment for an insurance policy**

147 To the extent permitted by the *Corporations Act*, the company may, at the directors' discretion, enter into and pay for a policy of insurance insuring an officer or former officer against any liability incurred as an officer or employee of the company. However, this does not apply in relation to either of the following liabilities:

- a liability arising out of conduct involving a wilful breach of duty in relation to the company
- a contravention of section 182 or 183 of the *Corporations Act*.

### **Interrelationship between indemnity and policy**

- 148      An officer or former officer who is entitled to an indemnity under the insurance policy entered into by the company is not entitled to an indemnity from the company, except to the extent that the policy does not fully indemnify him or her.

### **Indemnity continues**

- 149      An indemnity given by the company under clause 146 continues to apply after any change to or deletion of that clause, but only in relation to acts and omissions before the change or deletion.

## Definitions

**Call** includes an instalment of a call.

**Corporations Act** means the *Corporations Act 2001* (Cth).

**Default Loan Agreement** means the terms set out in Schedule 3 – Default Loan Agreement (Part F).

**Dividend** includes interim dividends and bonus issues.

**Liability** includes an immediate, future and possible liability.

**Member present** includes a member present by proxy or attorney – or, in the case of a corporation member, by a representative.

**Officer** means what it means in section 9 of the *Corporations Act*.

**Person** includes an entity or group that is not a legal entity.

**Related body corporate** means what it means in the *Corporations Act*.

**Representative** means a person authorised in accordance with section 250D of the *Corporations Act*.

**Secretary** includes an assistant and an acting secretary.

**Writing** includes writing in an electronic form.

## Schedule 1

### Names and usual residential addresses of initial directors

Name of director	Usual residential address of director
Regan Jenaya Johnson	194 Quinns Hill Road W Stapylton, QLD, 4207
Ross Caruso	194 Quinns Hill Road W Stapylton, QLD, 4207

### Classes of shares

Ordinary shares 'A' class shares, 'B' class shares, 'C' class shares, 'D' class shares, 'E' class shares, 'F' class shares, 'G' class shares, 'H' class shares, 'I' class shares, 'J' class shares, 'K' class shares, 'L' class shares, 'M' class shares, Redeemable preference shares.

### Rights and restrictions attached to shares

Holders of classes of shares	Rights and restrictions
Ordinary, 'A', 'B' and 'C'	Right to receive notice of any general meeting of the company
	Voting rights as set out in clause 52
	Dividends as determined
	Right to participate in distribution of surplus assets on winding up
'D', 'E', and 'F'	No right to receive notice of any general meeting of the company
	No right to vote at any general meeting of the company
	Dividends as determined
	No right to participate in distribution of surplus assets on winding up
'G', 'H', and 'I'	Right to receive notice of any general meeting of the company
	Voting rights as set out in clause 52
	Dividends as determined
	No right to participate in distribution of surplus assets on winding up

Holders of classes of shares	Rights and restrictions
'J'	Right to receive notice of any general meeting of the company
	Voting rights as set out in clause 52
	No right to receive dividends as determined
	No right to participate in distribution of surplus assets on winding up
'K'	No right to receive notice of any general meeting of the company
	No right to vote at general meetings of the company
	No right to receive dividends as determined
	Right to participate in distribution of surplus assets on winding up
'L'	No right to receive notice of any general meeting of the company
	No right to vote at general meetings of the company
	Dividends as determined
	Right to participate in distribution of surplus assets on winding up
'M'	Right to receive notice of any general meeting of the company
	Voting rights as set out in clause 52
	No right to receive dividends as determined
	Right to participate in distribution of surplus assets on winding up
Redeemable preference shares	<p>To receive notices and to vote at general meetings of the company as if they were holders of ordinary shares, but only in one or more of the following circumstances:</p> <ul style="list-style-type: none"> <li>• During a period in which a dividend or part of a dividend in respect of the shares is in arrears</li> <li>• On a proposal for a reduction in capital</li> <li>• On a resolution to approve the terms of a buy back agreement</li> <li>• On a proposal that affects rights attached to the shares</li> <li>• On a proposal to wind up the company</li> <li>• On a proposal for the disposal of all the company's business, property and undertaking.</li> </ul> <p>Right to a fixed cumulative dividend at a rate per annum determined</p>

Holders of classes of shares	Rights and restrictions
	<p>by the directors at the date of issue, the cumulative dividend (plus arrears and interest) to rank in priority to dividends to be paid on all other shares of the company on issue</p> <p>On a winding up, and on a return of capital, right to a return of capital (plus dividends which have not been paid) but not to participate in any distribution of surplus assets, in priority to all other shares of the company on issue.</p>

**Additional restriction on redeemable preference shares**

Subject to section 254J and 254K of the *Corporations Act*, the company has the right to redeem preference shares by paying the holders their aggregate issue price plus accumulated dividends before 1 July 2060. The right is to be exercised by notice in writing to holders at their addresses in the member's register, accompanied by the company's cheque for the amount payable.

## Schedule 2

### Statement by persons who have consented to be members of the company

We consent to becoming members of the company. We agree to the form of this Constitution of the company.

Name of member	Usual residential address
Regan Jenaya Johnson	194 Quinns Hill Road W Stapylton, QLD, 4207
Ross Caruso	194 Quinns Hill Road W Stapylton, QLD, 4207



## **Schedule 3 – Default Loan Agreement (Part F)**

### **A The facility**

#### **Interest on loans**

- 1 As from 1 July after a loan is made by the company to a member, the member must pay interest on the outstanding amount of that loan at the Benchmark Interest Rate as defined in the *Income Tax Assessment Act 1936*.

#### **Minimum annual repayment**

- 2 In relation to each amalgamated loan, the member must make annual repayments by 30 June each year that are at least the minimum yearly repayments as defined in section 109E(5) of the *Income Tax Assessment Act 1936*.

#### **Repayment of loan and interest**

- 3 The member must repay each loan to the company, plus all interest that remains unpaid on it, no later than 7 years from the date the loan is made or is deemed by the *Income Tax Assessment Act 1936* to have been made. The member may repay any part of a loan, and any interest on a loan, before that date.

#### **Capitalising interest**

- 4 The company may capitalise any interest that has become due but remains unpaid. That interest is then to be treated as having been added to the amount of the loan as from the date it became due.

#### **Company may require security**

- 5 The company may at any time require the member to provide reasonable security for the performance of the member's obligations under this agreement.

#### **Costs**

- 6 The member must pay the company the costs it reasonably incurs in connection with this agreement, and any security the member offers or provides under it. This includes stamp duty.

### **B Default**

#### **Acceleration of amounts owing under this agreement**

- 7 The company may elect to treat all loans made to the member under this agreement, and any interest that has accrued but remains unpaid, as payable automatically and immediately if any of the following happens:

- The member fails to pay an amount in accordance with this agreement.
- The member assigns any of the member's property for the benefit of creditors or any class of them.
- The member's interest in or under this agreement is attached or is taken in execution under any legal process.
- A mortgagee or person with a similar legal interest in any of the member's assets takes possession of them or takes a step in that direction, or exercises a power of sale over them.
- The member ceases to conduct or suspends the conduct of a major part of its business, or threatens to do so, except for the purpose of a solvent reconstruction or amalgamation that has been approved by the company.
- The member, being a company, disposes of its assets, or threatens to do so, except for the purpose of a solvent reconstruction or amalgamation that has been approved by the company.
- A security interest becomes enforceable or is enforced against the member.
- A distress, attachment or other form of execution is levied or enforced against the member for more than \$1,000.
- The member takes any step to obtain protection under legislation against the member's creditors, or is granted that protection.
- The member commits an act of bankruptcy or becomes insolvent.
- The member passes a resolution to appoint an administrator or an administrator of the member is appointed.
- An order is made that the member be wound-up.
- An order is made appointing a liquidator or a provisional liquidator of the member.
- An order is made or a resolution is passed for the member to enter into any arrangement, compromise or composition with or assignment for the benefit of its creditors or any class of them, except for the purposes of a solvent reconstruction or amalgamation previously approved by the company.
- The member is, or states that it is, or under applicable legislation is taken to be, unable to pay its debts (except as a result of a failure to pay a debt or claim that is the subject of a dispute in good faith) or stops or suspends or threatens to stop or suspend payment of all or a class of its debts.
- A receiver, receiver and manager, administrator, controller or similar officer of any of the assets or the whole or any part of the undertaking of the member is appointed.
- The member is or makes a statement from which it may be reasonably deduced by the company that the party is the subject of an event described in section 459C(2) of the *Corporations Act*.
- An event occurs that is analogous or having a substantially similar effect to any of the events specified in this clause occurs.

## **C      General provisions**

### **Method of payment**

- 8      The company may inform the member in writing that it requires payment under this agreement to be made in a specified way.

### **Joint and individual liability**

- 9      Where a member is comprised of more than one person, the obligations imposed on a borrower by this agreement are imposed on those persons individually as well as jointly. A breach by any of them is a breach by all of them.

### **Waiver**

- 10     The company only waives the exercise of a right or the performance of a duty under this agreement by specifically waiving it in writing, and then only to the extent it is specifically waived. Nothing else suffices.

### **Severability**

- 11     Each provision in this agreement is to be interpreted in a way that makes it enforceable. If anything in this agreement is unenforceable, it is to be disregarded to that extent. All other provisions remain unaffected.

### **Jurisdiction**

- 12     This agreement is governed by the law of the jurisdiction in which the company was incorporated. Each party submits to the jurisdiction of the courts of that jurisdiction. No party may argue, on the basis of the doctrine of forum non conveniens or any other basis, that the courts of that jurisdiction should not exercise jurisdiction.

### **Legislation**

- 13     In this agreement, unless expressed to the contrary, a reference to any legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced and includes any subordinate legislation issued under it.

## Definitions in this Default Loan Agreement

**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 *Income Tax Assessment Act 1936*.

**Company** means the company of whose Constitution this Schedule forms part.

**Loan** means any of the following:

- an advance of money
- a provision of credit or of some other financial accommodation
- a payment of an amount for or on behalf of or at the request of the borrower where there is an express or implied obligation to repay the amount
- a transaction which in substance effects a loan of money
- it includes any of these that is deemed to have been made under the *Income Tax Assessment Act 1936*.

**Member** means any person who is a member of the company at the relevant time.

## Schedule 4

### Proxy Form

R and R 1 Pty Ltd ACN: 627598207

#### Meeting

Place	
Date	
Time	

I/We, *[insert name and address of member/members]*, am/are a member/members of *[insert company name and ACN]*. I appoint the following person/persons as my proxy/proxies to vote on my/our behalf at the specified meeting and any adjournment.

Name or office of proxy	Address

I/We appoint the following alternate person/persons to vote on my/our behalf at that meeting and any adjournment if a person I/we have appointed proxy is/are unable to act.

Name of proxy	Name of alternate	Address of alternate

*[Include any instructions concerning voting in favour of or against particular resolutions]*

#### Signature/signatures of member/members

*[Insert name of member/members appointing proxy]*

## Execution

Date: 18 July 2018

Signature of member:



Regan Jenaya Johnson

Signature of witness:



Name of witness:

Taylo Lincoln

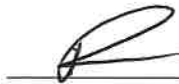
Date: 18 July 2018

Signature of member:



Ross Caruso

Signature of witness:



Name of witness:

Regan Johnson

## R and R 1 Pty Ltd

### Company Registration Package, Part 1

Prepared for **Ross Caruso**  
Matter name **Ross Caruso**  
Prepared by **Reuben Bergola**  
Date downloaded **13 July, 2018 3:38 PM**

#### Contents of document package

Consent to act as Director .....	1
Consent to act as Director .....	1
Application for Shares .....	2
Application for Shares .....	3

#### What to do next

##### Signing the documents and Stage 2: Lodging the Form and receiving the ACN

Before you electronically lodge the registration with ASIC, you need to arrange for the relevant documents to be signed by the directors, secretaries, and shareholders. Then the documents need to be filed in the Company Register.

##### When you're ready to lodge:

- 1 return to <http://www.cleardocs.com/>;
- 2 log in;
- 3 select 'Company Registration' from the 'My Cleardocs' area and select your matter with the 'Review and edit' button. The next screen sets out which stage you are up to and what you have to do next.
- 4 click on "Pay the ASIC fee" to pay by credit card — the Westpac site will return you to Cleardocs.

#### How long does the ASIC process take?

Normally, ASIC will issue the ACN and Certificate of Registration within a few minutes – you can wait at the Cleardocs site for the response.

When ASIC approves the registration Cleardocs completes the documents that need the ACN – eg, the Constitution, minutes of the first directors' meeting, the share certificates, and the public officer documents. You can download them straight away.

ASIC has to review some applications manually but will notify you of this promptly. So if you wait more than a few minutes for a response, it's probably worth logging out and checking again later. Cleardocs will send you an email when ASIC responds.

## Questions or further information

---

If you have any questions, you can call Cleardocs on 1300 307 343.

**Cleardocs** will answer all your administrative queries. These include, queries about our service, our website, registering as a user, payment or feedback.

**Maddocks** will answer all your questions about the nature, content, use, consequences, drafting and effectiveness of our documents.

All the legal information contained in this document is provided by our lawyers at Maddocks.



(To be tabled at first meeting of directors)

To  
R and R 1 Pty Ltd  
194 Quinns Hill Road W  
Stapylton, QLD, 4207

### Consent to act as Director

I consent to act as director of **R and R 1 Pty Ltd** with effect from the date of this consent.

My personal details are as follows:

<b>Full name</b>	Regan Jenaya Johnson
<b>Usual residential address</b>	194 Quinns Hill Road W
<b>Town / State / Postcode</b>	Stapylton, QLD 4207
<b>Place of birth</b>	Greymouth New Zealand
<b>Date of birth</b>	04-07-1978

I give you notice of the following:

No Interests to declare.

Signed:



Regan Jenaya Johnson

Date: 17 July, 2018

(To be tabled at first meeting of directors)

To  
R and R 1 Pty Ltd  
194 Quinns Hill Road W  
Stapylton, QLD, 4207

### Consent to act as Director

I consent to act as director of **R and R 1 Pty Ltd** with effect from the date of this consent.

My personal details are as follows:

<b>Full name</b>	Ross Caruso
<b>Usual residential address</b>	194 Quinns Hill Road W
<b>Town / State / Postcode</b>	Stapylton, QLD 4207
<b>Place of birth</b>	Rockhampton
<b>Date of birth</b>	01-11-1977

I give you notice of the following:

No Interests to declare.

Signed:

  
\_\_\_\_\_  
Ross Caruso

Date: 17 July, 2018

(To be signed and provided to company before Registration Application is submitted)

To the Directors  
R and R 1 Pty Ltd  
194 Quinns Hill Road W  
Stapylton, QLD, 4207  
Australia

## Application for Shares

I apply for the allotment to me of the following shares in the capital of the company:

Type of shares	Number of shares	Amount paid per share	Amount unpaid per share	Total cost of shares
Ordinary	50	\$1.00	\$0.00	\$50.00

I will accept the shares allotted to me and will be bound by the company's Constitution.

I authorise the company to place my name on the Register of Members in respect of the shares.

My personal details are as follows:

Name of Shareholder	Usual residential address of Shareholder
Regan Jenaya Johnson	194 Quinns Hill Road W Stapylton, QLD 4207

Date:

18/7/18

Signed:



Regan Jenaya Johnson

(To be signed and provided to company before Registration Application is submitted)

To the Directors  
R and R 1 Pty Ltd  
194 Quinns Hill Road W  
Stapylton, QLD, 4207  
Australia

## Application for Shares

I apply for the allotment to me of the following shares in the capital of the company:

Type of shares	Number of shares	Amount paid per share	Amount unpaid per share	Total cost of shares
Ordinary	50	\$1.00	\$0.00	\$50.00

I will accept the shares allotted to me and will be bound by the company's Constitution.

I authorise the company to place my name on the Register of Members in respect of the shares.

My personal details are as follows:

Name of Shareholder	Usual residential address of Shareholder
Ross Caruso	194 Quinns Hill Road W Stapylton, QLD 4207

Date: 18/07/2018

Signed:   
Ross Caruso

## Dummy Form 201

This is a dummy form 201 - and is for your reference only. The actual information that will be lodged with ASIC is more accurately reflected in the 'Summary Checklist' that appeared at the end of the online question interface you completed to create these documents.

Message Trace Number : 619632

lodging party or agent name **Ross Caruso**

level/building name/unit

street number & name **194 Quinns Hill Road W**

state/territory

postcode **4207**

DX number

suburb/city **Stapylton**

Australian Securities & Investments Commission

form **201**

**Application for  
registration as an Australian company**

Corporations Act 2001

**100(1)(d), 112-114, 117,  
119-121, 134-136, 147-  
150**

### Application

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

### Proposed details of the company

Does the company have a proposed company name? **Yes**

if yes, the proposed company name is, **R and R 1 Pty Ltd**  
(give name reservation number, if any)

Is the proposed name identical to a registered business name(s)? **No**

type and class of company	type of company	class of company
	proprietary company	limited by shares

### registered office

C/-  
office level building name  
street number & name **194 Quinns Hill Road W**  
suburb/city **Stapylton** State/territory **QLD** postcode **4207**

Does the company occupy these premises **Yes**

if no, name of occupier

occupier's consent

**principal place of business in Australia**

**as above**

## Director and secretary details

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

family name	<b>Johnson</b>	given names	<b>Regan Jenaya</b>
former name			
unit, floor, building name			
street number & name	<b>194 Quinns Hill Road W</b>		
suburb/city	<b>Stapylton</b>	state/territory	<b>QLD</b>
country (if not Australia)		postcode	<b>4207</b>
date of birth	<b>04/ 07/ 1978</b>	place of birth (town/city)	<b>(state/country) New Zealand</b>
			<b>Greymouth</b>
office held	Director - YES	secretary	<b>NO</b>

Is the address shown above the usual residential address of the officeholder? **YES**

family name	<b>Caruso</b>	given names	<b>Ross</b>
former name			
unit, floor, building name			
street number & name	<b>194 Quinns Hill Road W</b>		
suburb/city	<b>Stapylton</b>	state/territory	<b>QLD</b>
country (if not Australia)		postcode	<b>4207</b>
date of birth	<b>01/ 11/ 1977</b>	place of birth (town/city)	<b>(state/country) QLD</b>
			<b>Rockhampton</b>
office held	Director - YES	secretary	<b>NO</b>

Is the address shown above the usual residential address of the officeholder? **YES**

## Share structure

(details of shares issued by the company, not required from a company limited by guarantee)

Code	Full title	Code	Full title	Code	Full title	Code	Full title
A	A	LG	Life governor's	SPC	Special	REDP	Redeemable preference
B	B.. etc	MAN	Management	PRF	Preference	NRP	Non-redeemable preference
EMP	Employees	ORD	Ordinary	CUMP	Cumulative preference	CRP	Cumulative redeemable preference
FOU	Founder's	RED	Redeemable	NCP	Num-cumulative preference	NCRP	Non-cumulative redeemable preference
						PARP	Participative preference

Share class code	Full title	Total number issued	Amount to be paid	Amount to be unpaid
ORD	Ordinary	100	100.00	0.00

If you are using the standard share class codes you do not need to provide a full title for the shares

If you are not using the standard share class codes, enter a code of no more than 4 letters and then show full title.

If shares will be issued for other than cash

Will some or all of the shares be issued under a written contract yes    no

If yes, proprietary companies must also lodge a Form 207Z certifying that all stamp duties have been paid and public companies must also lodge a Form 207Z and either a Form 208 or a copy of the contract

If No, public companies must also lodge a Form 208

## Details of all members

Companies with shares – provide the names and addresses of all persons who have agreed to take up shares, then, for each share class, show the total number of shares that the member will hold, the totals amounts that will be paid and will remain unpaid for those shares, and indicate if the shares are fully paid or beneficially held.

Companies Limited by Guarantee – provide the names and address of all your members.

Name and address of member	Code	Total number Held	Total amount paid	Total amount Unpaid	Fully paid	Beneficially held
Regan Jenaya Johnson 194 Quinns Hill Road W Stapylton, QLD 4207 Australia	Ordinary	50	50.00	0.00	Y	Y
Ross Caruso 194 Quinns Hill Road W Stapylton, QLD 4207 Australia	Ordinary	50	50.00	0.00	Y	Y

---

## Ultimate Holding Company

Will the company have an ultimate holding company upon registration **No**

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

Company name

ACN/ARBN/ABN

Country of incorporation if not Australia

---

## Declaration by applicant

Name **Ross Caruso**

Is the address of the applicant the same as the lodging party? **YES**

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 this application concerning the members 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

If the applicant is a natural person - 1 signature required.


If the applicant is a corporation - at least 1 director or secretary to sign.

If the applicant is acting in the capacity of 'agent' for a natural person or a corporation he/she may sign on their behalf and state their capacity as agent.

name **Ross Caruso**

capacity

sign here



Date: **18/07/2018**



## R and R 1 Pty Ltd

### Company Registration Package, Part 2

Prepared for **Ross Caruso**  
Matter name **Ross Caruso**  
Prepared by **Reuben Bergola**  
Date downloaded **13 July, 2018 3:38 PM**

#### Contents of document package

Minutes of a Meeting of Directors .....	1
Share Certificate for Ordinary Shares .....	2
Share Certificate for Ordinary Shares .....	2
Consent to act as Public Officer .....	3
Register of Options .....	7
Register of Debenture Holders .....	8

#### What to do next

##### Sign the documents and notify the ATO

Congratulations. Your company is registered.

Now you need to arrange for the enclosed documents to be signed. Then you need:

- to give each shareholder their Share Certificate.
- to ensure that the public officer meets the criteria for being a public officer and can satisfy the proof of identity requirements and then arrange for the Notice of Appointment of Public Officer and the relevant proof of identity documents to be sent to the Australian Taxation Office (ATO).
- apply for an ABN and register for GST, if applicable.
- store the other documents (and copies of the Share Certificates and Notice of Appointment of Public Officer) in the company register.

The company's Constitution is in a separate document. You need to arrange for it to be signed. Then you need to give copies of it to each director and each shareholder and store the original in the company register.

#### Questions or further information

If you have any questions, you can call Cleardocs on 1300 307 343.

**Cleardocs** will answer all your administrative queries. These include, queries about our service, our website, registering as a user, payment or feedback.

**Maddocks** will answer all your questions about the nature, content, use, consequences, drafting and effectiveness of our documents.

All the legal information contained in this document is provided by our lawyers at Maddocks.

## R and R 1 Pty Ltd

194 Quinns Hill Road W  
Stapylton, QLD, 4207 Australia  
(ACN 627 598 207)

### Minutes of a Meeting of Directors

Place	194 Quinns Hill Road W, Stapylton QLD 4207
Date	18 July 2018
Time	10:00
Persons present	Ross Caruso Regan Jenaya Johnson

#### Chair

- 1 Ross Caruso took the chair with the approval of the meeting.

#### Notice of meeting

- 2 The meeting **noted** that the requirements for notice of the meeting had been satisfied, and that the directors had approved the holding of the meeting at the date and time specified.

#### Company registered

- 3 The meeting **noted** that R and R 1 Pty Ltd was registered under the *Corporations Act* and is deemed to have been registered in QLD on 18/07/2018. A copy of the Certificate of Registration is attached to these minutes.

#### Directors

- 4 The meeting **noted** that the following persons had been appointed in accordance with the Application for Registration of the Company signed by the applicant as at the date of the company's registration as the first directors of the company and had received and recorded their signed consents to act.

Regan Jenaya Johnson

Ross Caruso

#### Public officer

- 5 The meeting **resolved** to appoint Regan Jenaya Johnson as public officer of the company, and to receive and record the signed Consent to act as Public Officer and to notify the Deputy Commissioner of Taxation of the appointment.

## Registered office

- 6 In accordance with the notification to the Australian Securities and Investments Commission, the meeting **resolved** that, as from the date of registration of the company, the registered office of the company is:

194 Quinns Hill Road W  
Stapylton, QLD 4207  
Australia

## Shareholders

- 7 The meeting **noted** that the following, in accordance with the Application for Registration of the company signed by the applicant and lodged on 18/07/2018 are the first members of the company. Their shares are deemed to have been allotted on the date of registration.

Regan Jenaya Johnson  
Ross Caruso

- 8 The meeting **resolved**:
- to record the names of the members in the Register of Members in accordance with the *Corporations Act*;
  - to prepare numbered Share Certificates in the name of each member recording the number and type of shares allotted to that member; and
  - to execute each Share Certificate in accordance with section 127(1) of the *Corporations Act*.

## Register of option holders

- 9 The meeting **resolved** to establish, and keep up to date, a register of option holders in accordance with sections 168(1)(b) of the *Corporations Act*.

## Register of debenture holders

- 10 The meeting **resolved** to establish, and keep up to date, a register of debenture holders in accordance with sections 168(1)(c) of the *Corporations Act*.

## Financial records

- 11 The meeting **resolved** to do everything necessary to establish, and keep up to date, the financial records of the company, as required by the *Corporations Act*.

## Common seal

- 12 The meeting **resolved** not to adopt a common seal.

## Records

- 13 **Resolved** to notify the relevant authorities and update the company's records in relation to the business transacted at the meeting.

**Closure**

14      The chair declared the meeting closed.

**Signed on 18 July 2018 as a true record of the meeting:**

A handwritten signature in black ink, appearing to be 'R. Caruso', is written above a horizontal line.

Ross Caruso

## Share Certificate for Ordinary Shares

<b>Certificate number</b>	1		
<b>Company name</b>	R and R 1 Pty Ltd	<b>ACN</b>	627 598 207
	The company is registered under the <i>Corporations Act 2001</i> (Cth)		
<b>Registered office</b>	194 Quinns Hill Road W Stapylton, QLD 4207		

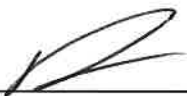
This certifies that (subject to the company's Constitution) Regan Jenaya Johnson of 194 Quinns Hill Road W Stapylton, QLD 4207 is the registered holder of 50 **Ordinary** shares.

The shares are numbered 1 to 50 inclusive.

The total number of shares under this certificate is 50.

Issued on 18 July 2018.

Signed by



Signature of director

Regan Jenaya Johnson



Signature of director

Ross Caruso

## Share Certificate for Ordinary Shares

<b>Certificate number</b>	2		
<b>Company name</b>	R and R 1 Pty Ltd	<b>ACN</b>	627 598 207
	The company is registered under the <i>Corporations Act 2001</i> (Cth)		
<b>Registered office</b>	194 Quinns Hill Road W Stapylton, QLD 4207		

This certifies that (subject to the company's Constitution) Ross Caruso of 194 Quinns Hill Road W Stapylton, QLD 4207 is the registered holder of 50 **Ordinary** shares.

The shares are numbered 51 to 100 inclusive.

The total number of shares under this certificate is 50.

Issued on 18 July 2018.

Signed by



Signature of director

Regan Jenaya Johnson



Signature of director

Ross Caruso

## Consent to act as Public Officer

194 Quinns Hill Road W  
Stapylton, QLD 4207  
Australia

### To the directors

#### R and R 1 Pty Ltd

**ACN** 627 598 207

**Registered office** 194 Quinns Hill Road W  
Stapylton, QLD 4207

I consent to act as public officer of R and R 1 Pty Ltd with effect from the date of this consent.

My personal details are as follows:

<b>Full name</b>	Regan Jenaya Johnson
<b>Former given names and family names (if any)</b>	
<b>Usual residential address</b>	194 Quinns Hill Road W Stapylton, QLD 4207 Australia
<b>Occupation</b>	Clinical Midwife
<b>Date of birth</b>	04-07-1978
<b>Place of birth</b>	Greymouth New Zealand

**Signature:**



Regan Jenaya Johnson

Date: 18/07/2018



## R and R 1 Pty Ltd

194 Quinns Hill Road W  
Stapylton, QLD 4207

(ACN 627 598 207)

Issued on 18 July 2018

Deputy Commissioner of Taxation  
Australian Taxation Office  
PO Box 3373  
Penrith NSW 2740

Dear Deputy Commissioner:

### Notice of appointment of public officer

In accordance with section 252 of the *Income Tax Assessment Act 1936*, we give notice that Regan Jenaya Johnson whose date of birth was 04-07-1978 was appointed public officer of R and R 1 Pty Ltd, ACN 627 598 207 on 18 July 2018.

The registered address and address of service of the company and the officer is:

194 Quinns Hill Road W  
Stapylton, QLD 4207

Other documents regarding the ATO's proof of identity requirements in support of this notice are enclosed.

Yours faithfully,

Signed on behalf of R and R 1 Pty Ltd:

Signature:   
Director

Signed by the public officer:

Signature:   
Regan Jenaya Johnson

## R and R 1 Pty Ltd

**ACN 627 598 207**

### Register of Members

Register of shares issued to, and transferred by, a shareholder (based on Register of Shares allotted and Register of Shares transferred) (Section 169 *Corporations Act 2001*).

**Name of shareholder, and ACN if applicable:** Regan Jenaya Johnson

**Address:** 194 Quinns Hill Road W Stapylton, QLD 4207

Date	Allotment or transfer	Class of share	Certificate number	Serial numbers (from and to)	Shares acquired	Shares transferred	Balance held	Amount paid per share	Amount unpaid per share
18/07/2018	Allotment	Ordinary	1	1 to 50	50	-		1.00	0.00

## **R and R 1 Pty Ltd**

**ACN 627 598 207**

### **Register of Members**

Register of shares issued to, and transferred by, a shareholder (based on Register of Shares allotted and Register of Shares transferred) (Section 169 *Corporations Act 2001*).

**Name of shareholder, and ACN if applicable:** Ross Caruso

**Address:** 194 Quinns Hill Road W Stapylton, QLD 4207

<b>Date</b>	<b>Allotment or transfer</b>	<b>Class of share</b>	<b>Certificate number</b>	<b>Serial numbers (from and to)</b>	<b>Shares acquired</b>	<b>Shares transferred</b>	<b>Balance held</b>	<b>Amount paid per share</b>	<b>Amount unpaid per share</b>
18/07/2018	Allotment	Ordinary	2	51 to 100	50	-		1.00	0.00

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[illegible]

**R and R 1 Pty Ltd**

**ACN 627 598 207**

## Register of Debenture Holders


(Section 171 *Corporations Act* 2001)

[illegible]



# Trustee declaration

To be completed by new trustees and directors of corporate trustees of self-managed super funds.

 Read this declaration in conjunction with *Key messages for self-managed super fund trustees* at [ato.gov.au/smsfessentials](http://ato.gov.au/smsfessentials)



## Who should complete this declaration?

You must complete this declaration if you become a trustee or director of a corporate trustee (trustee) of:

- a new self-managed super fund (SMSF)
- an existing SMSF.

You must sign this declaration within 21 days of becoming a trustee or director of a corporate trustee of an SMSF.

A separate declaration is required to be completed and signed by each and every new trustee.

You must also complete the declaration if you:

- have been directed to do so by us
- are a legal personal representative who has been appointed as trustee on behalf of a:
  - member who is under a legal disability (usually a member under 18 years old)
  - member for whom you hold an enduring power of attorney
  - deceased member.

## Information you need to read

Make sure you read *Key messages for self-managed super fund trustees* at [ato.gov.au/smsfessentials](http://ato.gov.au/smsfessentials). It highlights some of the key points from the declaration and some important messages.

## Before completing this declaration

Before you complete and sign this declaration, make sure you:

- read each section
- understand all the information it contains.

➤ If you have any difficulties completing this declaration or you do not fully understand the information it contains:

- speak to a professional adviser
- visit [ato.gov.au/smsf](http://ato.gov.au/smsf)
- phone us on 13 10 20.

## When completing this declaration

When you complete this declaration, remember to:

- insert the full name of the fund at the beginning
- sign and date it
- ensure it is signed and dated by a witness (anyone 18 years old or over).

## What should you do with the declaration?

You must keep your completed declaration for at least 10 years and make it available to us if we request it.

We recommend that you keep a copy of your completed declaration and refer to it and the information in *Key messages for self-managed super fund trustees* when making important decisions, such as those relating to choosing investments, accepting contributions and paying benefits.

ⓘ Do not send your completed declaration to us.

© Australian Taxation Office for the  
Commonwealth of Australia, 2014

You are free to copy, adapt, modify, transmit and distribute this material as you wish (but not in any way that suggests the ATO or the Commonwealth endorses you or any of your services or products).

### Published by

Australian Taxation Office  
Canberra  
August 2014

JS 32597





## Self-managed super fund trustee declaration

### I understand that as an individual trustee or director of the corporate trustee of

Fund name


I am responsible for ensuring that the fund complies with the *Superannuation Industry (Supervision) Act 1993* (SISA) and other relevant legislation. The Commissioner of Taxation (the Commissioner) has the authority and responsibility for administering the legislation and enforcing the fund's compliance with the law.

I must keep myself informed of changes to the legislation relevant to the operation of my fund and ensure the trust deed is kept up to date in accordance with the law and the needs of the members.

If I do not comply with the legislation, the Commissioner may take the following actions:

- ☐ impose administrative penalties on me
- ☐ give me a written direction to rectify any contraventions or undertake a course of education
- ☐ enter into agreements with me to rectify any contraventions of the legislation
- ☐ disqualify me from being a trustee or director of a corporate trustee of any superannuation fund in the future
- ☐ remove the fund's complying status, which may result in significant adverse tax consequences for the fund
- ☐ prosecute me under the law, which may result in fines or imprisonment.

### Sole purpose

I understand it is my responsibility to ensure the fund is only maintained for the purpose of providing benefits to the members upon their retirement (or attainment of a certain age) or their beneficiaries if a member dies. I understand that I should regularly evaluate whether the fund continues to be the appropriate vehicle to meet this purpose.

### Trustee duties

I understand that by law I must at all times:

- ☐ act honestly in all matters concerning the fund
- ☐ exercise skill, care and diligence in managing the fund
- ☐ act in the best interests of all the members of the fund
- ☐ ensure that members only access their super benefits if they have met a legitimate condition of release
- ☐ refrain from entering into transactions that circumvent restrictions on the payment of benefits
- ☐ ensure that my money and other assets are kept separate from the money and other assets of the fund
- ☐ take appropriate action to protect the fund's assets (for example, have sufficient evidence of the ownership of fund assets)
- ☐ refrain from entering into any contract or do anything that would prevent me from, or hinder me in, properly performing or exercising my functions or powers as a trustee or director of the corporate trustee of the fund
- ☐ allow all members of the fund to have access to information and documents as required, including details about
  - the financial situation of the fund
  - the investments of the fund
  - the members' benefit entitlements.

I also understand that by law I must prepare, implement and regularly review an investment strategy having regard to all the circumstances of the fund, which include, but are not limited to:

- ☐ the risks associated with the fund's investments
- ☐ the likely return from investments, taking into account the fund's objectives and expected cash flow requirements
- ☐ investment diversity and the fund's exposure to risk due to inadequate diversification
- ☐ the liquidity of the fund's investments having regard to the fund's expected cash flow requirements in discharging its existing and prospective liabilities (including benefit payments)
- ☐ whether the trustees of the fund should hold insurance cover for one or more members of the fund.

### Accepting contributions and paying benefits

I understand that I can only accept contributions and pay benefits (income streams or lump sums) to members or their beneficiaries when the conditions specified in the law and the fund trust deed have been met.

### Investment restrictions

I understand that, as a trustee or director of the corporate trustee of the fund, subject to certain limited exceptions specified in the law, I am prohibited from:

- ☐ lending money of the fund to, or providing financial assistance to, a member of the fund or a member's relative (financial assistance means any assistance that improves the financial position of a person directly or indirectly, including the provision of credit)

- acquiring assets (other than business real property, listed securities, certain in-house assets and acquisitions made under mergers allowed by special determinations or acquisitions as a result of a breakdown of a relationship) for the fund from members or other related parties of the fund
- borrowing money (or maintaining an existing borrowing) on behalf of the fund except in certain limited circumstances (while limited recourse borrowing arrangements are permitted, they can be complex and particular conditions must be met to ensure that legal requirements are not breached)
- having more than 5% of the market value of the fund's total assets at the end of the income year as in-house assets (these are loans to, or investments in, related parties of the fund – including trusts – or assets subject to a lease or lease arrangement between the trustee and a member, relative or other related party)
- entering into investments that are not made or maintained on an arm's length (commercial) basis (this ensures the purchase or sale price of the fund's assets and any earnings from those assets reflects their market value).

## Administration

I understand that the trustees of the fund must:

- keep and retain for at least 10 years
  - minutes of all trustee meetings at which matters affecting the fund were considered (this includes investment decisions and decisions to appoint members and trustees)
  - records of all changes of trustees, including directors of the corporate trustee
  - each trustee's consent to be appointed as a trustee of the fund or a director of the corporate trustee
  - all trustee declarations
  - copies of all reports given to members
- ensure that the following are prepared and retained for at least five years
  - an annual statement of the financial position of the fund
  - an annual operating statement
  - copies of all annual returns lodged
  - accounts and statements that accurately record and explain the transactions and financial position of the fund
- appoint an approved SMSF auditor each year, no later than 45 days before the due date for lodgment of the fund's annual return and provide documents to the auditor as requested
- lodge the fund's annual return, completed in its entirety, by the due date
- notify the ATO within 28 days of any changes to the
  - membership of the fund, or trustees or directors of the corporate trustee
  - name of the fund
  - contact person and their contact details
  - postal address, registered address or address for service of notices for the fund
- notify the ATO in writing within 28 days if the fund becomes an Australian Prudential Regulation Authority (APRA) regulated fund.

## DECLARATION

*By signing this declaration I acknowledge that I understand my duties and responsibilities as a trustee or director of the corporate trustee of the self-managed superannuation fund named on this declaration (or if the fund's name changes, that name). I understand that:*

- *I must ensure this document is retained for at least 10 years or while I remain a trustee or director of the corporate trustee (whichever is longer) and, if I fail to do this, penalties may apply.*
- *I may have to make this document available for inspection by a member of staff of the ATO and, if I fail to do this, penalties may apply.*
- *I do not have access to the government's financial assistance program that is available to trustees of APRA regulated funds in the case of financial loss due to fraudulent conduct or theft.*

**Trustee's or director's name**

**Trustee's or director's signature**

Date

Day		Month		Year			

**Witness' name** (witness must be 18 years old or over)


**Witness' signature**

Date

Day		Month		Year			

# Trustee declaration

To be completed by new trustees and directors of corporate trustees of self-managed super funds.

 Read this declaration in conjunction with *Key messages for self-managed super fund trustees* at [ato.gov.au/smsfessentials](http://ato.gov.au/smsfessentials)



## Who should complete this declaration?

You must complete this declaration if you become a trustee or director of a corporate trustee (trustee) of:

- a new self-managed super fund (SMSF)
- an existing SMSF.

You must sign this declaration within 21 days of becoming a trustee or director of a corporate trustee of an SMSF.

A separate declaration is required to be completed and signed by each and every new trustee.

You must also complete the declaration if you:

- have been directed to do so by us
- are a legal personal representative who has been appointed as trustee on behalf of a:
  - member who is under a legal disability (usually a member under 18 years old)
  - member for whom you hold an enduring power of attorney
  - deceased member.

## Information you need to read

Make sure you read *Key messages for self-managed super fund trustees* at [ato.gov.au/smsfessentials](http://ato.gov.au/smsfessentials). It highlights some of the key points from the declaration and some important messages.

## Before completing this declaration

Before you complete and sign this declaration, make sure you:

- read each section
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➤ If you have any difficulties completing this declaration or you do not fully understand the information it contains:

- speak to a professional adviser
- visit [ato.gov.au/smsf](http://ato.gov.au/smsf)
- phone us on 13 10 20.

## When completing this declaration

When you complete this declaration, remember to:

- insert the full name of the fund at the beginning
- sign and date it
- ensure it is signed and dated by a witness (anyone 18 years old or over).

## What should you do with the declaration?

You must keep your completed declaration for at least 10 years and make it available to us if we request it.

We recommend that you keep a copy of your completed declaration and refer to it and the information in *Key messages for self-managed super fund trustees* when making important decisions, such as those relating to choosing investments, accepting contributions and paying benefits.

🚫 Do not send your completed declaration to us.



## Self-managed super fund trustee declaration

### I understand that as an individual trustee or director of the corporate trustee of

Fund name


I am responsible for ensuring that the fund complies with the *Superannuation Industry (Supervision) Act 1993* (SISA) and other relevant legislation. The Commissioner of Taxation (the Commissioner) has the authority and responsibility for administering the legislation and enforcing the fund's compliance with the law.

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If I do not comply with the legislation, the Commissioner may take the following actions:

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- ☐ take appropriate action to protect the fund's assets (for example, have sufficient evidence of the ownership of fund assets)
- ☐ refrain from entering into any contract or do anything that would prevent me from, or hinder me in, properly performing or exercising my functions or powers as a trustee or director of the corporate trustee of the fund
- ☐ allow all members of the fund to have access to information and documents as required, including details about
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- having more than 5% of the market value of the fund's total assets at the end of the income year as in-house assets (these are loans to, or investments in, related parties of the fund – including trusts – or assets subject to a lease or lease arrangement between the trustee and a member, relative or other related party)
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  - all trustee declarations
  - copies of all reports given to members
- ensure that the following are prepared and retained for at least five years
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  - an annual operating statement
  - copies of all annual returns lodged
  - accounts and statements that accurately record and explain the transactions and financial position of the fund
- appoint an approved SMSF auditor each year, no later than 45 days before the due date for lodgment of the fund's annual return and provide documents to the auditor as requested
- lodge the fund's annual return, completed in its entirety, by the due date
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  - membership of the fund, or trustees or directors of the corporate trustee
  - name of the fund
  - contact person and their contact details
  - postal address, registered address or address for service of notices for the fund
- notify the ATO in writing within 28 days if the fund becomes an Australian Prudential Regulation Authority (APRA) regulated fund.

## DECLARATION

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- *I may have to make this document available for inspection by a member of staff of the ATO and, if I fail to do this, penalties may apply.*
- *I do not have access to the government's financial assistance program that is available to trustees of APRA regulated funds in the case of financial loss due to fraudulent conduct or theft.*

**Trustee's or director's name**

**Trustee's or director's signature**

Date

Day	Month	Year
<input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>

**Witness' name** (witness must be 18 years old or over)

**Witness' signature**

Date

Day	Month	Year
<input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>