

Patricia Holdings

ORDER FORM – ADOPTION OF NEW CONSTITUTION

| Firm / Person Placing Order | |
|---------------------------------------|------------------------------|
| Firm Name: | Contact Name: |
| Delivery Address (no PO boxes): | |
| Suburb: | State: Postcode: |
| Phone: | Email: |

| | |
|--------------|---|
| Price | <input type="checkbox"/> PDF* \$154.00 <input type="checkbox"/> Printed** \$286.00 *Minutes and constitution provided in PDF format via email. **We will provide printed Minutes, hole punched Constitution and 2 bound Constitutions via courier or express post. Without resolution: <input type="checkbox"/> PDF \$115.50 <input type="checkbox"/> Printed \$198.00 |
|--------------|---|

| How Will Payment Be Made |
|--|
| <input type="checkbox"/> Account number: |
| <input type="checkbox"/> Direct Deposit: BSB: 062 210 Acct. 1036 0658 (Please use your Company Name as reference) |
| <input type="checkbox"/> Cheque (Must be cleared before processing and made payable to Patricia Holdings) |
| <input type="checkbox"/> Credit Card Number: Expiry Date: |
| Card Holder Name |
| Type of Card: MasterCard <input type="checkbox"/> Visa <input type="checkbox"/> Amex <input type="checkbox"/> (NB: Amex will incur 1.93% incl. GST fee) |
| Signature: |

| Constitution Type |
|---|
| <input type="checkbox"/> Standard single-class Pty Ltd constitution <input type="checkbox"/> Superannuation trustee constitution |
| <input type="checkbox"/> Not-for-profit Pty Ltd constitution |
| <input type="checkbox"/> Multi-class Pty Ltd constitution (See attached constitution excerpt outlining our Multi-class rights. It is important that the class rights in your original constitution are the same as our class rights. If you do not have a copy of your original constitution, please contact us directly). |
| <input type="checkbox"/> Public company limited by shares constitution <input type="checkbox"/> Public company Limited By Guarantee constitution |
| <input type="checkbox"/> Public company Limited By Guarantee constitution (Not-for-profit) |

| | |
|---|-------|
| Company Name: | |
| A.C.N.: | |
| Registered Office: | |
| Date of Members Meeting: | |
| First Members name (chairperson): | |
| Authorised representative if Shareholder is a Company: | |
| *Please attach a copy of the latest Company Statement from ASIC. There will be an extra charge of \$9 (current as at July 2019 and subject to change without notice) where no Company Statement is provided as we will need to do a current ASIC search of your company. If you have the Company's current Memos & Articles or Constitution, please email through. This is especially important for companies with multiple classes of shares to ensure the correct rights are attached to the existing share classes. Patricia Holdings standard share classes and rights on next page. | |

Patricia Holdings – Multi-Class Constitution - Share classes and Rights

- (a) The capital of the company is divided into the following share classes:
- (i). Ordinary Shares;
 - (ii). "A" Class Shares;
 - (iii). "B" Class Shares;
 - (iv). "C" Class Shares;
 - (v). "D" Class Shares;
 - (vi). "E" Class Shares; and
 - (vii). "F" Class Shares.
- (b) Each Ordinary Share, "A" Class Share and "B" Class Share confers upon its holder the right to receive notice of, attend and vote at a meeting of members. Each "C" Class Share, "D" Class Share, "E" Class Share and "F" Class Share confers on its holder no right to receive notice of, attend or vote at a meeting of members.
- (c) Each Ordinary Share, "A" Class Share, "B" Class Share, "C" Class Share, "D" Class Share, "E" Class Share and "F" Class Share confers upon its holder the right, ranking after any Preference Shares but ranking equally with all other classes of Shares, to payment in cash of the amount then paid up on the share on a winding up of the Company.
- (d) Each Ordinary Share, "A" Class Share, "B" Class Share, "C" Class Share, "D" Class Share, "E" Class Share and "F" Class Share confers upon its holder the right, ranking equally with all other classes of Shares, to payment of any dividend determined to be paid on that class by the directors.
- (e) Each Ordinary Share, "A" Class Share, "B" Class Share, "C" Class Share, "D" Class Share, "E" Class Share and "F" Class Share confers upon its holder the right to participate in the surplus assets or profits in the company.

Preference shares

The company may issue preference shares from time to time. Subject to rule 2.3 preference shares have the following rights and restrictions:

- (a) **repayment of capital:** the right in priority to any other class of shares to repayment of the amount paid on the preference share:
- (i). in a winding up or reduction of capital; and
 - (ii). in the case of a redeemable preference share, on redemption;
- (b) **dividends from profits:** the right to payment out of the profits of the company of a cumulative preferential dividend in priority to the payment of a dividend on any other class of shares, accruing from day to day and payable on the amount paid on the preference share at the times and at the rate, which may be fixed or variable;
- (c) **accrued dividends:** the right in priority to any other class of shares to the amount of any dividend accrued but unpaid on the preference share:
- (i). in a winding up or reduction of capital; and
 - (ii). in the case of a redeemable preference share, on redemption;
- (d) **participation in surplus assets and profits:** no rights to participate in the profits or property of the company other than as set out in this rule 2.4 whether on a winding up, reduction of capital or, in the case of a redeemable preference share, on redemption;
- (e) **attending general meetings and receiving documents:** the same right as the holder of an ordinary share to:
- (i). receive notice of a general meeting;
 - (ii). attend the general meeting;
 - (iii). receive notices, reports and accounts;
- (f) **voting:** the right to vote in the following circumstances and in no other circumstances:
- (i). on a proposal to wind up the company or reduce the share capital of the company or on a proposal for the disposal of substantially all of the company's property, business and undertaking;
 - (ii). while a dividend or part of a dividend in respect of the preference share is unpaid;
 - (iii). on a resolution to approve the terms of any buy-back agreement;
 - (iv). on a proposal that affects rights attached to the preference share; or
 - (v). during the winding up of the company;
- (g) **redemption:** in the case of a redeemable preference share the right to require the company to redeem the preference share at the time and place specified in the terms of issue; and
- (h) **restrictions:** the restrictions, if any, specified in the terms of issue.

Patricia Holdings

THINGS TO KNOW

1. NO LEGAL, FINANCIAL OR TAX ADVICE

We do not provide legal, financial or taxation advice and therefore take no responsibility for these matters. You should consult your lawyer, accountant or financial advisor before placing an order with us.

2. THE COMPANY CONSTITUTION

If your company is to be governed by one of our standard Constitutions or by your own constitution (the "Constitution"), the company will need to adopt the Constitution by way of special resolution of the members passed either at a meeting of the members or by way of written resolution (as supplied by us where instructed). Please be aware that under the Corporations Act 2001 (Cth) ("the Act") the Constitution will not apply to your company until such a special resolution is passed and either the old Constitution or Memos & Articles or the Replaceable Rules in the Act will apply instead.

3. TERMS OF TRADE (FOR CLIENTS WITH ACCOUNTS)

We extend thirty days terms of trade to approved practising solicitors, financial planners and accountants, but not to their clients. We require cleared funds from private clients before we process the order (see clauses 4 and 5 below regarding name on Tax Invoice). Whilst most of our clients observe the 30 days terms of trade we extend, please be aware it is company policy to suspend further credit at 45 days. You will also be liable for any debt recovery expenses relating to the payment of your account.

4. TERMS OF TRADE (FOR PRIVATE CLIENTS)

We require cleared funds from private clients before we process the order. We accept payment via credit card (see clause 6 below for surcharge information), bank transfer and cheque. Funds sent by bank transfer or cheque will need to be cleared before orders are processed which may take up to four business days.

5. NAME ON TAX INVOICE

Please note that if you are our client and tax invoices are in your name, it is you we extend credit to, not your client. We cannot and will not alter the tax invoice from you to your client after the order is processed. Should you want the tax invoice in the name of your client please advise us beforehand so it is not on your account. We shall require cleared funds in payment prior to processing as we do not extend credit to clients of our clients. The name on the tax invoice determines the debtor.

6. CREDIT CARD SURCHARGE

Where accounts are paid after the time of order using credit card, we charge an admin fee of 0.87% (incl. GST) on Visa and MasterCard, and 1.93% (incl. GST) on Amex. For accounts paid at the time of ordering, we charge an admin fee of 1.93% on Amex only. Visa and MasterCard will not be subject to fees.

7. REFUNDS

Products and services supplied by us are created to meet the specific requirements of each purchaser and/or client. We provide products and services that cannot be re-sold to another purchaser or client. As a result of this, we do not provide refunds for products or services supplied in good faith according to the request of the purchaser or client.

8. RETURNS

If the product or service is returned/referred back to us due to an error on the part of the purchaser or client, and we have complied with the original instructions and directions of the purchaser/client, we reserve the right to levy an additional charge that fairly reflects the time and expertise required to amend the error. We are not responsible for any error or loss due to a purchaser/client's mistake or misunderstanding of the Law.