

Constitution of Ravensdown Fertiliser Australia Limited

The Corporations Act

An unlisted public company limited by shares

Registered in Western Australia

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Constitution of Ravensdown Fertiliser Australia Limited, a public company limited by shares

General

1. Definitions

The following definitions apply in this Constitution unless the context requires otherwise:

Chair means the person occupying the position of Chair or acting Chair of the Directors under rule 32.

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

Director means a person appointed or elected to the office of director of the company in accordance with this Constitution and, where appropriate, includes an alternate director.

Dividend includes an interim dividend and excludes any rebate payable pursuant to the Q Class RPS Terms.

person and words importing persons means any person including partnerships, associations and bodies corporate, unincorporated bodies and all other entities or associations recognised by law as well as individuals.

Q Class RPS means redeemable preference shares in the capital of the company issued on the Q Class RPS Terms.

Q Class RPS Terms means the terms of issue of Q Class RPS set out in the Annexure to this Constitution.

Ravensdown means Ravensdown Fertiliser Co-operative Limited, a co-operative company incorporated in New Zealand, ARBN 128 889 814.

Secretary means a person appointed as, or to perform the duties of, secretary of the company.

Securities includes shares, rights to shares, options to acquire shares and other securities with rights of conversion to equity.

Shareholder Present means, in connection with a meeting, the holder of ordinary Securities present at the venue or venues for the meeting, in person or by proxy, by attorney or, where the holder of ordinary Securities is a body corporate, by representative.

2. Interpretation

Headings are for convenience only and do not affect interpretation. The following rules of interpretation apply unless any contrary intention appears in this Constitution or the context requires otherwise.

- (a) The singular includes the plural and conversely.

- (b) Where a word or phrase is defined, its other grammatical forms have a corresponding meaning.
- (c) A reference to any legislation or to any provision of any legislation includes any modification or re-enactment of it, any legislative provision substituted for it, and all regulations and statutory instruments issued under it.
- (d) A word or phrase given a meaning in the Corporations Act has the same meaning in this Constitution.

3. Replaceable Rules

The replaceable rules contained in the Corporations Act do not apply to the company.

4. Transitional

- (a) This Constitution supersedes the constitution in force immediately before the adoption of this Constitution.
- (b) Everything done under any previous constitution of the company continues to have the same operation and effect after the adoption of this Constitution as if properly done under this Constitution. In particular (without limitation) every Director, alternate Director and Secretary in office immediately before the adoption of this Constitution is taken to have been appointed and continues in force under this Constitution.

Capital

5. Issue of Securities

Without affecting any special rights conferred on the holders of any Securities, any Securities may be issued with preferred, deferred or other special rights, obligations or restrictions, whether in regard to Dividends, voting, return of share capital, payment of calls or otherwise, as the Directors may determine and on any terms the Directors consider appropriate.

6. Directors' Power to Issue Shares

Except as provided by contract or this Constitution to the contrary, all unissued shares are under the control of the Directors who may grant options on the shares, issue or otherwise dispose of the shares on the terms and conditions and for the consideration it thinks fit. An issue of shares of the same class as an existing class of shares is not to be considered to constitute a variation of the rights of the holders of shares in the existing class. Any Director or any person who is an associate of a Director may participate in any issue by the company of Securities.

7. Recognition of Third Party Interests

- (a) Except as required by law, the company is not bound to recognise a person as holding a Security on any trust.
- (b) Whether or not it has notice of the rights or interests concerned, the company is not bound to recognise:
 - (i) any equitable, contingent, future or partial claim to, or interest in, any Security or unit of a Security; or
 - (ii) any other right in respect of a Security,
except an absolute right of ownership of the Security holder or as otherwise provided by this Constitution or by law.

8. Surrender of Securities

In their discretion, the Directors may accept a surrender of Securities by way of compromise of any question as to whether or not those Securities have been validly issued or in any other case where the surrender is within the powers of the company. Any Securities surrendered may be sold or re-issued in the same manner as forfeited shares.

9. Joint Holders

Where two or more persons are registered as the holders of any Securities, they are considered to hold the Securities as joint tenants with benefits of survivorship subject to the following provisions:

- (a) the company is not bound to register more than three persons as the holders of the Securities;
- (b) the joint holders of the Securities are liable severally as well as jointly in respect of all payments which ought to be made in respect of the Securities;
- (c) on the death of any one of the joint holders, the remaining joint holders are the only persons recognised by the company as having any title to the Securities but the Directors may require evidence of death and the estate of the deceased joint holder is not released from any liability in respect of the Securities;
- (d) any one of the joint holders may give a receipt for any Dividend, bonus or return of capital payable to the joint holders in respect of the Securities;
- (e) only the person whose name stands first in the Securities register as one of the joint holders of the Securities is entitled, if the company determines to issue certificates for Securities, to delivery of a certificate relating to the Securities or to receive notices from the company and any notice given to that person is considered notice to all the joint holders; and
- (f) any one of the joint holders may vote at any meeting of the company either personally or by properly authorised representative, proxy or attorney, in respect of the Securities as if that joint holder was solely entitled to the Securities. If more

than one of the joint holders are present personally or by properly authorised representative, proxy or attorney, only the vote of the joint holder whose name appears first in the Securities register counts.

Certificates for Securities

10. Certificates

Directors may determine to issue certificates for Securities of the company and to cancel any certificates on issue and to replace lost destroyed or defaced certificates on issue on the basis and in the form they determine from time to time.

Forfeiture and Lien

11. Liability to Forfeiture

- (a) If a shareholder fails to pay any sum payable in respect of any shares, either for money payable on issue, calls or instalments, on or before the day for payment, the Directors may serve a notice on the shareholder requiring payment of the unpaid sum, together with interest accrued and all expenses of the company incurred by reason of the non-payment.
- (b) The notice must:
 - (i) specify a day (not earlier than 14 days after the date of service of the notice) on or before which and a place where the payment required by the notice is to be made; and
 - (ii) state that, if payment is not made by the time and at the place specified, the shares in respect of which the call was made are liable to be forfeited.

12. Power to Forfeit

If the requirements of a notice served under rule 11 are not complied with, any share in respect of which the notice has been given may at any time afterwards, but before the payment required by the notice has been made, be forfeited by a resolution of the Directors in their discretion to that effect. The forfeiture includes all Dividends, interest and other money payable by the company in respect of the forfeited shares and not paid before the forfeiture.

13. Consequences of Forfeiture

A person whose shares have been forfeited:

- (a) ceases to be a shareholder in respect of the forfeited shares at the time and on the date of the passing of the Directors' resolution approving the forfeiture;
- (b) has no claims or demands against the company in respect of those shares;

- (c) has no other rights incident to the shares except the rights that are provided by the Corporations Act or saved by this Constitution; and
- (d) remains liable to pay to the company all money that, at the date of forfeiture, was payable by the person to the company in respect of the shares (including, if the Directors determine, interest from the date of forfeiture at the rate the Directors determine). The Directors may enforce the payment of the money or any part of the money for which the shareholder is liable as they determine.

14. Lien on Shares

- (a) The company has a first and paramount lien on every share and on the proceeds of sale of every share for:
 - (i) any amount due and unpaid in respect of the share which has been called or is payable at a fixed time;
 - (ii) any amounts which remain outstanding on loans made by the company to acquire the share under an employee incentive scheme;
 - (iii) all amounts that the company may be called on by law to pay in respect of the share; and
 - (iv) reasonable interest and expenses incurred by the company in respect of the unpaid amounts.
- (b) The Directors may at any time exempt a share wholly or in part from the provisions of this rule.
- (c) The lien extends to all Dividends and entitlements declared in respect of the shares but, if the company registers a transfer of any shares on which it has a lien or charge without giving the transferee notice of any claim it may have at that time, the shares are freed and discharged from the lien or charge of the company in respect of that claim. The Directors may retain those Dividends or entitlements and may apply them in or towards satisfaction of all amounts due to the company in respect of which the lien exists.
- (d) No person is entitled to exercise any rights or privileges as a shareholder until the shareholder has paid all calls and instalments of calls and other moneys (including interest) for the time being payable in respect of every share held by the shareholder.
- (e) If any money is paid or payable by the company under any law, the company may refuse to register a transfer of any Securities by the shareholder or the shareholder's personal representative until the money and interest is set off or deducted or, in case the money and interest exceeds the amount of any Dividend, bonus or other money then due or payable by the company to the shareholder, until the excess is paid to the company.
- (f) Nothing in this rule affects any right or remedy which any law confers on the company and any right or remedy is enforceable by the company whether against the shareholder or the shareholder's personal representative.

15. Notice of Forfeiture

When any share is forfeited, notice of the resolution of the Directors must be given to the shareholder in whose name the share was registered immediately prior to the forfeiture, and an entry of the forfeiture and the date of forfeiture must be made in the Securities register. Failure to give notice or make the entry as required by this rule does not invalidate the forfeiture. At any time before any forfeited share is sold or otherwise disposed of, the Directors may annul the forfeiture of the share on any condition they determine.

16. Disposal of Forfeited Shares

Any forfeited share is considered the property of the company and the Directors may sell or otherwise dispose of or deal with the share in any manner they determine and with or without any money paid on the share by any former holder being credited as paid up.

17. Sale of Shares to Enforce Lien

- (a) For the purpose of enforcing a lien, the Directors may sell the shares which are subject to the lien in any manner they determine and with or without giving any notice to the shareholder in whose names the shares are registered. The Directors may authorise a person to do everything necessary to transfer the shares sold to the purchaser of the shares.
- (b) The validity of the sale of the shares may not be impeached by any person after the transfer has been registered, and the purchaser is not bound to see to the application of the purchase money.
- (c) The title of the purchaser to the shares is not affected by any irregularity or invalidity in connection with the sale.
- (d) The purchaser is discharged from liability for any calls which may have been due before the purchase of those shares, unless otherwise agreed.
- (e) The remedy of any person aggrieved by the sale is in damages only and against the company exclusively.

18. Application of Proceeds of Sale

The proceeds of a sale made under a lien may be applied by the company in payment of:

- (a) first, the expenses of the sale; and
- (b) second, that part of the amount in respect of which the lien exists as is presently payable.

Any residue is to be paid to the person entitled to the shares immediately prior to the sale, on delivery by that person of the certificate, if any, for the shares that have been sold.

19. Transfers After Forfeiture and Sale

- (a) The company may:
 - (i) receive the consideration (if any) given for a forfeited share on any sale or disposition of the share; and
 - (ii) effect a transfer of the share in favour of the person to whom the share is sold or disposed of.
- (b) On the completion of the transfer, the transferee is to be registered as the holder of the share and is not bound to see to the application of any money paid as consideration.

Call on Shares

20. Directors' Power to Make Calls

- (a) Subject to the terms of issue of any shares, the Directors may make calls on the shareholders in respect of any money unpaid on the shares.
- (b) The Directors may revoke or postpone a call.
- (c) A call may be required to be paid by instalments.
- (d) A call is made at the time of or as specified in the resolution of the Directors authorising the call.
- (e) The non-receipt of a notice of a call by, or the accidental omission to give notice of a call to, any shareholder does not invalidate the call.

21. Interest on Unpaid Amounts

- (a) If a sum called or otherwise payable to the company in respect of a share is not paid before or on the day for payment, the person from whom the sum is due must pay:
 - (i) interest on the sum from the due date to the time of actual payment at the rate determined by the Directors; and
 - (ii) any costs and expenses incurred by the company by reason of non-payment or late payment of the sum.
- (b) The Directors may waive payment of some or all of the interest, costs and expenses under rule 21(a).

22. Differentiation Between Holders

The Directors may differentiate on the issue of shares between the holders as to the amount of calls to be paid and the times of payment.

Transfer of Securities

23. Transfers

- (a) No transfer of any Securities may be registered unless a proper instrument of transfer, in writing in the usual or common form or in any form the Directors may prescribe or in a particular case accept, signed by the transferor and the transferee and properly stamped (if necessary) is delivered to the company (but the Directors may dispense with the execution of the instrument by the transferee if the Directors think fit).
- (b) The transferor is considered to remain the holder of the Securities transferred until the name of the transferee is entered on the Securities register.

24. Directors may Refuse to Register

The Directors may in their discretion refuse to register any transfer of Securities and may decline to give their reasons and grounds for doing so.

25. Transfer and Certificate

- (a) Every transfer must be left for registration at the registered office of the company or any other place the Directors determine. Unless the Directors otherwise determine either generally or in a particular case, the transfer is to be accompanied by the certificate for the Securities to be transferred. In addition, the transfer is to be accompanied by any other evidence which the Directors may require to prove the title of the transferor, the transferor's right to transfer the Securities, execution of the transfer or compliance with the provisions of any law relating to stamp duty.
- (b) Subject to rule 25(a), on each application to register the transfer of any Securities or to register any person as the holder in respect of any Securities transmitted to that person by operation of law or otherwise, the certificate specifying the Securities in respect of which registration is required must be delivered to the company for cancellation and on registration the certificate is considered to have been cancelled.
- (c) Each transfer which is registered may be retained by the company for any period determined by the Directors after which the company may destroy it.

Transmission of Securities

26. Transmission on Death

- (a) Where a Security holder dies:
 - (i) the legal personal representatives of the deceased, where the Security holder was a sole holder or a joint holder holding as a tenant in common;
 - and

- (ii) the survivor or survivors, where the Security holder was a joint holder, are the only persons recognised by the company as having any title to the Security holder's interest in the Securities of the company (as the case may be).
- (b) Subject to the Corporations Act, the Directors may require evidence of a Security holder's death as they determine.
- (c) This rule does not release the estate of a deceased joint holder from any liability in respect of any Security that had been jointly held by the holder with other persons.

27. Transmission by Operation of Law

A person (a **transmittee**) who establishes to the satisfaction of the Directors that the right to any Securities has devolved on the transmittee by will or by operation of law may be registered as a holder in respect of the Securities or may (subject to the provisions in this Constitution relating to transfers) transfer the Securities. The Directors have the same right to refuse to register the transmittee as if the transmittee was the transferee named in a transfer presented for registration.

Alteration of Capital

28. Power to Alter Share Capital

The company may reduce or alter its share capital in any manner provided for by the Corporations Act. The Directors may do anything which is required to give effect to any resolution authorising reduction or alteration of the share capital of the company and, without limitation, may make provision for the issue of fractional certificates or the sale of fractions of shares and the distribution of net proceeds as they think fit.

General Meetings

29. General Meetings

- (a) A Director may convene a general meeting of the company whenever the Director thinks fit.
- (b) Any Director may cancel or postpone any meeting convened by that Director by notice in writing to all persons who were entitled to receive notice of that meeting, except where the cancellation or postponement would be contrary to the Corporations Act. Any failure to give notice of cancellation or postponement does not invalidate the cancellation or postponement or any resolution passed at a postponed meeting.

30. Notice of General Meetings

A notice of a general meeting is to specify the place and time of the meeting, the general nature of the business to be transacted at the meeting and any other matters required by

the Corporations Act. The non-receipt of a notice of any general meeting by, or the accidental omission to give notice to, any person entitled to receive notice does not invalidate any resolution passed at the meeting.

31. Quorum

- (a) No business may be transacted at any general meeting except, subject to rule 32, the election of the Chair unless a quorum of shareholders is present at the time when the meeting proceeds to business.
- (b) Except as otherwise provided in this Constitution, one Shareholder Present constitutes a quorum.
- (c) If there is not a quorum at a general meeting within 30 minutes after the time specified in the notice of the meeting, the meeting is dissolved unless the Chair or the Directors adjourn the meeting to a date, time and place determined by the Chair or the Directors. If no quorum is present at any adjourned meeting within 30 minutes after the time for the meeting, the meeting is dissolved.

32. Conduct of Meetings

- (a) Subject to rule 32(b), the Chair of Directors or, in the Chair's absence, the deputy Chair is entitled to preside as Chair at every general meeting.
- (b) Where a general meeting is held and:
 - (i) there is no Chair or deputy Chair; or
 - (ii) the Chair or deputy Chair is not present within 15 minutes after the time appointed for the meeting or does not wish to act as Chair of the meeting,the Directors present may choose one of their number or, in the absence of all Directors or if none of the Directors present wish to act, the Shareholders Present may elect one of their number to be Chair of the meeting.
- (c) The general conduct of each general meeting of the company and the procedures to be adopted at the meeting are as determined at, during or prior to the meeting by the Chair.
- (d) The Chair may make rulings without putting the question (or any question) to the vote if the Chair considers action is required to ensure the orderly conduct of the meeting.
- (e) At any time the Chair considers it necessary or desirable for the proper and orderly conduct of the meeting, the Chair may demand the cessation of debate or discussion on any business, question, motion or resolution being considered by the meeting and require the business, question, motion or resolution to be put to a vote of the Shareholders Present.
- (f) Any determination by the Chair in relation to matters of procedure (including any procedural motions moved at, or put to, any meeting) or any other matter arising directly or indirectly from the business is final (including any procedural motions

moved at, or put to, any meeting). Any challenge to a right to vote (whether on a show of hands or on a poll) or to a determination to allow or disregard to vote may only be made at the meeting and may be determined by the Chair whose decision is final.

- (g) If a person purports to cast a vote in contravention of the Corporations Act, the Chair may determine that the vote be disregarded and treated as not having been cast.
- (h) Nothing contained in this rule limits the powers conferred on a Chair by law.

33. Adjournments

During the course of the meeting the Chair may adjourn the meeting or any business, motion, question or resolution being considered or remaining to be considered by the meeting or any debate or discussion either to a later time at the same meeting or to an adjourned meeting to be held at the time and place determined by the Chair. If the Chair exercises a right of adjournment of a meeting under this rule, the Chair has the sole discretion to decide whether to seek the approval of the Shareholders Present to the adjournment and, unless the Chair exercises that discretion, no vote may be taken by the Shareholders Present in respect of the adjournment. No business may be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

34. Voting at General Meetings

- (a) Each question submitted to a general meeting is to be decided by a show of hands of the Shareholders Present and entitled to vote, unless a poll is demanded.
- (b) Unless a poll is demanded, a declaration by the Chair following a vote on a show of hands that a resolution has been passed or lost is conclusive.
- (c) A poll may be demanded by a Shareholder Present in accordance with the Corporations Act (and not otherwise) or by the Chair. No poll may be demanded on the election of a Chair of a meeting or, unless the Chair otherwise determines, the adjournment of a meeting. A demand for a poll may be withdrawn.

35. Special Meetings

All the provisions of this Constitution as to general meetings apply to any special meeting of any class of shareholders which may be held under the operation of this Constitution or the Corporations Act.

36. Procedure for Polls

- (a) When demanded, a poll may be taken in the manner and at the time the Chair directs.

- (b) The result of a poll may be announced in the manner and at the time (whether during the relevant meeting or afterwards) as the Chair considers appropriate.
- (c) The result of the poll is the resolution of the meeting at which the poll was demanded.
- (d) The demand for a poll does not prevent a meeting from continuing for the transaction of any business other than that on which a poll has been demanded. A poll demanded on any question of adjournment is to be taken at the meeting and without adjournment.

37. Chair has Casting Vote

In the case of equality of votes on a show of hands or on a poll, the Chair of the meeting has a casting vote in addition to any vote to which the Chair may be entitled as a shareholder or as a proxy, attorney or properly appointed representative of a shareholder.

38. Representation and Voting of Shareholders

Subject to this Constitution and any rights or restrictions for the time being attached to any class or classes of shares:

- (a) at meetings of shareholders or classes of shareholders each shareholder entitled to attend and vote may attend and vote in person or by proxy, by attorney or (where the shareholder is a body corporate) by representative;
- (b) on a show of hands:
 - (i) subject to rule 38(b)(ii) and (iii), each Shareholder Present has one vote;
 - (ii) where a shareholder has appointed more than one person as representative, proxy or attorney for the shareholder, none of the representatives, proxies or attorneys is entitled to vote; and
 - (iii) where a person is entitled to vote because of rule 38(b)(i) in more than one capacity, that person is entitled only to one vote; and
- (c) on a poll, only Shareholders Present may vote and every Shareholder Present having the right to vote on the resolution has:
 - (i) one vote for each fully paid share they hold; and
 - (ii) in the case of a partly paid share, that fraction of a vote equivalent to the proportion which the amount paid up on that shareholder's share bears to the total amount paid and payable for that share. Amounts paid in advance of a call are ignored when calculating the proportion.

39. Restriction on Voting Rights

A shareholder is not entitled to attend or vote at a general meeting unless all calls and other sums presently payable by the shareholder in respect of shares have been paid.

40. Form of Proxy

- (a) A shareholder who is entitled to attend and vote at a meeting of the company may appoint a person as a proxy to attend and vote for the shareholder in accordance with the Corporations Act but not otherwise. A proxy appointed in accordance with the Corporations Act to attend and vote may exercise the rights of the shareholder on the basis and subject to the restrictions provided in the Corporations Act but not otherwise.
- (b) A form of appointment of a proxy is valid if it is in accordance with the Corporations Act or in any form (including electronic) which the Directors may prescribe or accept.
- (c) Any appointment of proxy under this rule 40 which is incomplete may be completed by the Secretary on the authority of the Directors and the Directors may authorise completion of the proxy by the insertion of the name of any Director as the person in whose favour the proxy is given.
- (d) Where a notice of meeting provides for electronic lodgement of proxies, a proxy lodged at the electronic address specified in the notice is taken to have been received at the registered office and validated by the shareholder if there is compliance with the requirements set out in the notice.

41. Validity of Proxies

- (a) A vote exercised in accordance with the terms of an instrument of proxy, a power of attorney or other relevant instrument of appointment is valid despite:
 - (i) the previous death or unsoundness of mind of the principal;
 - (ii) the revocation of the instrument (or of the authority under which the instrument was executed) or the power; or
 - (iii) the transfer of the share in respect of which the instrument or power is given,

if no notice in writing of the death, unsoundness of mind, revocation or transfer (as the case may be) has been received by the company at its registered office at least 48 hours (or any shorter period as the Directors may permit or specified by the Corporations Act) before the commencement of the meeting, or adjourned meeting at which the instrument is used or the power is exercised.
- (b) A proxy is not revoked by the principal attending and taking part in the meeting unless the principal actually votes at the meeting on a resolution for which the proxy is proposed to be used.
- (c) Voting instructions given by a shareholder to a Director or employee of the company who is appointed as proxy (**Company Proxy**) are valid only if contained in the form of appointment of the Company Proxy or, in the case of new instructions or variations to earlier instructions, the new or varied instructions are only valid if either they are received at the registered office of the company at least

48 hours before the meeting or adjourned meeting by a notice in writing signed by the shareholder or they are otherwise validated by the shareholder in a manner acceptable to the Directors in their discretion prior to the commencement of the meeting.

Appointment, Removal and Remuneration Of Directors

42. Appointment and Removal

- (a) The number of Directors (not including alternate Directors) must be three, four or five. Each Director is to be a natural person.
- (b)
 - (i) The Directors may at any time; and
 - (ii) the Shareholders Present at a general meeting may by ordinary resolution of which at least 21 days notice has been given,

appoint any person as a Director either to fill a casual vacancy or as an addition to the board of Directors.

43. Remuneration

- (a) The Directors may be paid for their services as Directors.
- (b) Any remuneration for services to be paid under rule 43(a) is to be paid out of the funds of the company. Each Director may be paid a sum per annum (accruing from day to day) determined by the company in general meeting or approved by the shareholders unanimously. The Directors may determine to suspend, reduce or postpone payment of any remuneration if they think fit. The expression **remuneration** in this rule does not include any amount which may be paid by the company under any of rules 43(d), 43(e), 45 and 70.
- (c) A Director who is remunerated as an executive Director will not be paid fees under rule 43(a).
- (d) The Directors are also entitled to be paid or reimbursed for all travelling and other expenses properly incurred by them in attending and returning from any meeting of the Directors, committee of the Directors, general meeting of the company or otherwise in connection with the business or affairs of the company.
- (e) If any Director, with the approval of the Directors, performs extra services or makes any special exertions for the benefit of the company, the Directors may approve the payment to that Director of special and additional remuneration as the Directors determine having regard to the value to the company of the extra services or special exertions. Any special or additional remuneration must not include a commission on or percentage of profits or operating revenue or turnover.
- (f) An executive Director may be appointed on terms as to remuneration, tenure of office and otherwise as may be determined by the Directors.

- (g) Subject to the Corporations Act, Director may be engaged by the company in any other capacity (other than auditor) and may be appointed on terms as to remuneration, tenure of office and otherwise as may be determined by the Directors.

44. Vacation of Office

- (a) In addition to the circumstances in which the office of a Director becomes vacant under the Corporations Act, the office of a Director becomes vacant if the Director:
 - (i) becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under the law relating to mental health;
 - (ii) resigns by notice in writing to the company;
 - (iii) is absent without the consent of the Directors from meetings of the Directors held during a continuous period of six months; or
 - (iv) dies.
- (b) The office of a Director who is an employee of the company or any of its subsidiaries is terminated on the Director ceasing to be employed but the person concerned is eligible for reappointment or re-election as a Director of the company.

45. Retirement Allowance for Directors

- (a) The company may pay, provide or make any payment, pension, retiring allowance or other benefit (whether in the form of shares in the company, shares in any other corporations or otherwise) to any Director of the company or any other person in connection with the Director's retirement, resignation from or loss of office or death while in office.
- (b) Subject to rule 45(a) the Directors may:
 - (i) make contracts or arrangements with a Director or a person about to become a Director of the company under which the Director or any person nominated by the Director is paid or provided with a payment, pension, retiring allowance or other benefit (whether in the form of shares in the company, shares in any other corporation or otherwise) on or after the Director or person about to become a Director ceases to hold office for any reason; and
 - (ii) establish any fund or scheme to provide payments, pensions, retiring allowances or other benefits (whether in the form of shares in the company, shares in any other corporation or otherwise) for:
 - (A) Directors, on them ceasing to hold office; or

- (B) any person including a person nominated by the Director, in the event of the Director's death while in office,
and from time to time pay to the fund or scheme any sum as the company considers necessary to provide those benefits.
- (c) Without limiting rules 45(a) and 45(b), the company may pay superannuation contributions for each Director to the extent necessary for the avoidance or minimisation of any penalty, charge, tax, or other impost on the company under any applicable legislation which imposes a penalty, charge, tax or other impost on employers if a minimum level of superannuation contributions is not paid for an employee (within the meaning of the legislation).
- (d) The company may authorise any subsidiary to make a similar contract or arrangement with its directors and maintain any fund or scheme, whether or not all or any of the directors of the subsidiary are also Directors of the company.

46. Directors May Lend to the Company

Any Director may lend money to the company at interest with or without security or may, for a commission or profit, guarantee the repayment of any money borrowed by the company and underwrite or guarantee the subscription of Securities of the company or of any corporation in which the company may be interested without being disqualified in respect of the office of Director and without being liable to account to the company for the commission or profit.

47. Exercise of Voting Power in other Corporations

The Directors may exercise the voting power conferred by the shares in any corporation held or owned by the company as the Directors determine (including the exercise of the voting power in favour of any resolution appointing the Directors or any of them Directors of that corporation or voting or providing for the payment of remuneration to the Directors of that corporation) and a Director of the company may vote in favour of the exercise of those voting rights, despite the fact that the Director is, or may be about to be appointed, a Director of that other corporation and may be interested in the exercise of those voting rights.

48. Alternate Director

Subject to this Constitution, each Director may appoint any person approved by a majority of the other Directors to act as an alternate Director in the Director's place, either for a stated period or until the happening of a specified event, whenever by absence or illness or otherwise the Director is unable to attend to duties as a Director. The appointment must be in writing and signed by the Director and a copy of the appointment must be given to the registered office or to a meeting of the Directors. The appointment takes effect on approval by a majority of the other Directors or, where the approval has been granted, at any later time specified in the appointment. The following provisions apply to any alternate Director:

- (a) the appointment of the alternate Director is terminated or suspended on receipt at the registered office of notice in writing from the Director by whom the alternate Director was appointed;
- (b) the alternate Director is entitled to receive notice of meetings of the Directors and to attend and vote at the meetings if the Director by whom the alternate Director was appointed is not present;
- (c) the alternate Director is entitled to exercise all the powers (except the power to appoint an alternate Director) and perform all the duties of a Director, to the extent the Director by whom the alternate Director was appointed has not exercised or performed them or they have not been limited by the instrument appointing the alternate Director;
- (d) the alternate Director is not, unless the Directors otherwise determine, (without affecting the right to reimbursement for expenses under rule 43(d)) entitled to receive any remuneration as a Director from the company, and any remuneration (not including remuneration authorised by the Director or reimbursement for expenses) paid to the alternate Director by the company is to be deducted from the remuneration of the Director by whom the alternate Director was appointed;
- (e) the office of the alternate Director is terminated on the death of, or termination of office by, the Director by whom the alternate Director was appointed;
- (f) the alternate Director is not to be taken into account in determining the number of Directors; and
- (g) the alternate Director is, while acting as a Director, responsible to the company for the alternate Director's own acts and defaults and is not the agent of the Director by whom the alternate Director was appointed.

Managing Director and Powers of Directors

49. Appointment of a Managing Director

- (a) The Directors may appoint one or more Directors to the office of Managing Director for the period and on the terms as they determine. Subject to the terms of any agreement entered into in a particular case, the Directors may at any time revoke any appointment, with or without cause.

- (b) A Managing Director's appointment automatically terminates if the Managing Director ceases for any reason to be a Director.

50. Powers of Directors and Managing Director

- (a) The business of the company is managed by the Directors, who may exercise all powers of the company which are not, by the law or this Constitution, required to be exercised by the company in general meeting.
- (b) The Directors may, on the terms and conditions and with any restrictions as they determine, delegate to a Managing Director any of the powers exercisable by them and may at any time withdraw, suspend or vary any of those powers conferred on the Managing Director.

Proceedings of Directors

51. Proceedings

- (a) The Directors may meet together for the dispatch of business and adjourn and otherwise regulate their meetings as they determine.
- (b) Until otherwise determined by the Directors, a majority of Directors forms a quorum. Notice of meeting of the Directors may be given by mail (electronic or otherwise), personal delivery or facsimile transmission to the usual place of business or residence of the Director or at any other address given to the Secretary by the Director or by any technology agreed by all the Directors.
- (c) Directors must meet at least 4 times every calendar year.

52. Meetings by Technology

- (a) For the purposes of the Corporations Act, each Director, by consenting to be a Director (or by reason of the adoption of this Constitution), consents to the use of each of the following technologies for holding a Directors meeting:
 - (i) video;
 - (ii) telephone;
 - (iii) electronic mail;
 - (iv) any other technology which permits each Director to communicate with every other Director; or
 - (v) any combination of these technologies.

A Director may withdraw the consent given under this rule in accordance with the Corporations Act.

- (b) Where the Directors are not all in attendance at one place and are holding a meeting using technology and each Director can communicate with the other Directors:
 - (i) the participating Directors are, for the purpose of every provision of this Constitution concerning meetings of the Directors, taken to be assembled together at a meeting and to be present at that meeting; and
 - (ii) all proceedings of those Directors conducted in that manner are as valid and effective as if conducted at a meeting at which all of them were physically present in the one location.

53. Chair of Directors

- (a) The Directors may elect one of their number as their Chair and may decide the period for which the Chair is to hold office as Chair. References to the Chair in this Constitution include, in the absence of the Chair, the deputy Chair (unless the context otherwise requires).
- (b) Where a meeting of Directors is held and:
 - (i) a Chair has not been elected as provided by rule 53(a); or
 - (ii) the Chair is not present at the time appointed for the holding of the meeting or does not wish to Chair the meeting,the Directors present may elect one of their number to be Chair of the meeting.

54. Directors' Voting Rights and Exercise of Powers

- (a) Subject to this Constitution, questions arising at a meeting of Directors are decided by a majority of votes of Directors present and voting.
- (b) In the case of an equality of votes at a meeting of Directors, the Chair of the meeting has a casting vote in addition to the Chair's deliberative vote.
- (c) Subject to rule 55 and the Corporations Act, a Director:
 - (i) who has an interest in a matter may vote in respect of that matter if it comes before the Directors and be counted as part of the quorum;
 - (ii) may enter into contracts with, or otherwise have dealings with, the company; and
 - (iii) may hold other offices in the company.
- (d) A Director is not disqualified from the Director's office by contracting with the company or any related body corporate of the company in any capacity by reason of holding the office of Director.
- (e) A Director is not liable to account to the company for any profit realised by any contract or arrangement, by reason only of holding the office of Director or of the fiduciary relationship established by the office.

- (f) Subject to the Corporations Act, a Director or any person who is an associate of a Director may participate in any issue by the company of financial products.
- (g) Despite having an interest in any contract or arrangement a Director may participate in the execution of any document evidencing or connected with the contract or arrangement, whether by signing, sealing or otherwise.

55. Material Personal Interests

In relation to a contract or arrangement in which a Director has a material personal interest:

- (a) the fact that the Director signed the document evidencing the contract or arrangement will not in any way affect its validity;
- (b) a contract or arrangement made by the company or any related body corporate with a Director may not be avoided merely because the Director is a party to the contract or arrangement or otherwise interested in it; and
- (c) the Director will not be liable to account to the company for any profit derived in respect of the contract or arrangement merely because of the Director's office or the fiduciary relationship it entails.
- (d) Nothing in this clause affects the duty of a Director:
 - (i) who holds any office or possesses any property whereby, directly or indirectly, duties or interests might be created in conflict with the Directors' duties or interests as a Director, to declare at a meeting of Directors, the fact and the nature, character and extent of the conflict; or
 - (ii) to comply with the Corporations Act.

56. Committees

- (a) The Directors may delegate any of their powers to committees consisting of any one or more Directors or any other person or persons as the Directors think fit. In the exercise of delegated power, any committee formed or person or persons appointed to the committee must conform to any regulations that may be imposed by the Directors. A delegate of the Directors may be authorised to sub-delegate any of the powers for the time being vested in the delegate.
- (b) The meetings and proceedings of any committee are to be governed by the provisions of this Constitution for regulating the meetings and proceedings of the Directors so far as they are applicable and are not in conflict with or superseded by, any regulations made by the Directors under rule 56(a).
- (c) Nothing in this rule 56 limits the power of the Directors to delegate.

57. Written Resolutions

A resolution in writing signed by all Directors entitled to vote on the resolution (not being less than the number required for a quorum at a meeting of the Directors) is a valid

resolution of the Directors and is effective when signed by the last of all the Directors. For the purpose of this rule the references to **Directors** include any alternate Director appointed by a Director who is not available to sign the document or is otherwise unable to sign the document within a reasonable time, but do not include any other alternate Director. The resolution may consist of several documents in the same form each signed by one or more of the Directors. A facsimile transmission or other document produced by mechanical or electronic means under the name of a Director with the Director's authority is considered a document in writing signed by the Director and is deemed to be signed when received in legible form.

58. Defects in Appointments

- (a) All actions at any meeting of the Directors or by a committee or by any person acting as a Director are, despite the fact that it is afterwards discovered that there was some defect in the appointment of any of the Directors or the committee or the person acting as a Director or that any of them were disqualified, as valid as if every person had been properly appointed and was qualified and continued to be a Director or a member of the committee.
- (b) If the number of Directors is reduced below the minimum number fixed under this Constitution, the continuing Directors may act for the purpose of increasing the number of Directors to that number or of calling a general meeting of the company but for no other purpose.

59. Secretaries

- (a) A Secretary of the company holds office on the terms and conditions as to remuneration and otherwise, as the Directors decide.
- (b) The Directors may at any time terminate the appointment of a Secretary.

60. Other Officers

- (a) The Directors may from time to time:
 - (i) create any other position or positions in the company with the powers and responsibilities as the Directors may from time to time confer; and
 - (ii) appoint any person, whether or not a Director, to any position or positions created under rule 60(a)(i).
- (b) The Directors may at any time terminate the appointment of a person holding a position created under rule 60(a)(i) and may abolish the position.

Seals

61. Seals and their Use

The company may have a common seal and a duplicate common seal which are to be used by the company as determined by the Directors.

Dividends, Interest and Reserves

62. Powers to Determine Dividends and Pay Interest

- (a) Subject to any special rights or restrictions attached to any shares, the Directors may from time to time determine that a Dividend is payable. The Directors may fix the amount, the time for payment and the method of payment of a Dividend. The method of payment may include the payment of cash, the issue of shares, the grant of options and the transfer of assets, including shares or other Securities in another body corporate (or any combination of them).
- (b) No Dividend bears interest against the company.

63. Crediting of Dividends

- (a) Subject to any special rights or restrictions attached to any shares, every Dividend is to be paid according to the amounts paid or credited as paid on the shares.
- (b) An amount paid or credited as paid on a share in advance of a call is not taken for the purposes of rule 63(a) to be paid or credited as paid on the share.
- (c) Subject to any special rights or restrictions attached to any shares, the Directors may from time to time resolve that Dividends are to be paid out of a particular source or particular sources, and in those circumstances the Directors may in their absolute discretion:
 - (i) allow each or any shareholder to elect from which specified sources that particular shareholder's Dividend may be paid by the company; and
 - (ii) where elections are permitted and any shareholder fails to make an election, identify the particular source from which Dividends are payable.

64. Deduction of Unpaid Amounts

The Directors may apply any part of any Dividend otherwise payable to a shareholder towards satisfaction of all sums of money presently payable by the shareholder to the company on account of calls or otherwise in relation to shares in the company.

65. Distributions in Kind

If the Directors have determined to pay a Dividend or to return capital by a reduction of capital, a buy-back or otherwise, wholly or partly by the distribution of specific assets (including by the issue of shares or other financial products or by the transfer of shares or financial products), the Directors may do one or more of the following:

- (a) if a difficulty arises in regard to that distribution, settle the matter as they determine and fix the value for distribution of the specific assets or any part of those assets;
- (b) decide that cash payments may be made, and make the payments to any shareholders on the basis of the value fixed by them in order to appropriately adjust the rights of all shareholders as the Directors determine in their discretion;
- (c) vest any specific assets in trustees; and
- (d) authorise any person to make, on behalf of all the shareholders entitled to any financial products, an agreement with the company (or other relevant body corporate) providing for the issue or transfer to them of any further financial products and, in executing the document, the officer acts as agent and attorney for the shareholders.

66. Payment of Distributions

- (a) Any Dividend, interest or other money payable in cash in respect of Securities may be paid by any of the following means, in the company's discretion, at the sole risk of the intended recipient:
 - (i) by cheque sent through the post directed to:
 - (A) the address of the Security holder as shown in the Securities register or, in the case of joint holders, to the address shown in the Securities register as the address of the joint holder first named in that Securities register; or
 - (B) to any other address as the Security holder or joint holders in writing directs or direct; or
 - (ii) by electronic funds transfer to an account with a bank or other financial institution nominated by the Security holder and acceptable to the company; or
 - (iii) by any other means determined by the Directors; orotherwise be disposed of according to law.
- (b) Payments of Dividends and other distributions by the company may be made in Australian dollars or any other currency determined by the Directors in their discretion. Payments in different currencies may be made to different Security holders as determined by the Directors in their discretion. If a payment is made in a currency other than Australian dollars the Directors may determine in their discretion the appropriate exchange rate and the time of calculation to calculate the

amount payable in the relevant currency. The determinations of the Directors are, in the absence of manifest error, final.

- (c) Subject to law, all Dividends unclaimed may be invested or otherwise used by the Directors for the benefit of the company until claimed or otherwise disposed of according to law.

Capitalisation of Profits

67. Capitalisation of Profits

- (a) The company in general meeting or the Directors may resolve:
 - (i) to capitalise any sum, being the whole or a part of the amount for the time being standing to the credit of any reserve account, profit and loss account or otherwise available for distribution to Security holders; and
 - (ii) that the sum referred to in rule 67(a)(i) be applied, in any of the ways mentioned in rule 67(b), for the benefit of Security holders in full satisfaction of their interest in the capitalised sum, in the proportions to which those Security holders would have been entitled in a distribution of that sum by way of Dividend or if there is no proportional entitlement, as the Directors determine.
- (b) The ways in which a sum may be applied for the benefit of Security holders under rule 67(a) are:
 - (i) in paying up any amounts unpaid on Securities held by Security holders;
 - (ii) in paying up in full unissued Securities to be issued to Security holders as fully paid;
 - (iii) partly as mentioned in rule 67(b)(i) and partly as mentioned in rule 67(b)(ii);
or
 - (iv) any other application permitted by law.
- (c) Where the conditions of issue of a partly paid Security provide, the holder is entitled to participate in any application of a sum under rule 67(b) to a greater extent than would have been the case had those funds been distributed by Dividend but not to any greater extent than permitted by the terms of issue.
- (d) The Directors may do all things they consider necessary to give effect to the resolution and, in particular, to the extent they consider necessary to adjust the rights of the Security holders amongst themselves, may:
 - (i) fix the value for distribution of the specific assets or any part of those assets;
 - (ii) issue fractional certificates or make cash payments in cases where Securities become issuable in fractions or determine that fractions may be disregarded or that any fractional entitlements are to be increased to the next whole number;

- (iii) vest any cash or specific assets in trustees on trust for the persons entitled as they determine; and
- (iv) authorise any person to make, on behalf of all the Security holders entitled to any further Securities on the capitalisation, an agreement with the company providing for the issue to them, credited as fully paid up, of any further Securities or for the payment by the company on their behalf the amounts or any part of the amounts remaining unpaid on their existing Securities by the application of their respective proportions of the sum resolved to be capitalised and any agreement made under that authority is effective and binding on all the Security holders concerned.

Notices

68. Notices Generally

- (a) Any Security holder who has not left at or sent to the registered office, a place of address or an electronic mail address (for registration in the register) at or to which all notices and documents of the company may be served or sent is not entitled to receive any notice.
- (b) A notice may be given by the company to any Security holder by, in its discretion:
 - (i) serving it on the Security holder personally;
 - (ii) sending it by post to the Security holder or leaving it at the Security holder's address as shown in the Securities register or the address supplied by the Security holder to the company for the giving of notices;
 - (iii) sending it to the fax number supplied by the Security holder to the company for the giving of notices;
 - (iv) sending it electronically to the electronic mail address given by the Security holder to the company for giving notices; or
 - (v) serving it in any manner contemplated in this rule 68(b) on a Security holder's attorney as specified by the Security holder in a notice given under rule 68(c).
- (c) By written notice to the Secretary left at or sent to the registered office or Securities registry, a Security holder may request that all notices to be given by the company or the Directors be served on the Security holder's attorney at an address specified in the notice and the company may do so in its discretion.
- (d) Notice to a Security holder whose address for notices is outside Australia may be sent by airmail, air courier, fax or electronic mail.
- (e) Any notice sent by post is considered to have been served at the expiration of 24 hours after the envelope containing the notice is posted and, in proving service, it is sufficient to prove that the envelope containing the notice was properly addressed and posted. Any notice served on a Security holder personally or left at the Security holder's registered address is considered to have been served when

delivered. Any notice served on a Security holder by facsimile or other electronic transmission is considered to have been served when the transmission is sent.

- (f) Every person who, by operation of law, transfer or any other means, becomes entitled to be registered as the holder of any Securities is bound by every notice which, prior to the person's name and address being entered in the Securities register in respect of the Securities, was properly given to the person from whom the person derived title to those Securities.
- (g) A notice served in accordance with this Constitution is (despite the fact that the Security holder is then dead and whether or not the company has notice of the Security holder's death) considered to have been properly served in respect of any registered Securities, whether held solely or jointly with other persons by the Security holder, until some other person is registered in the Security Holder's place as the holder or joint holder. The service is sufficient service of the notice or document on the Security holder's personal representative and any persons jointly interested with the Security holder in the Securities.

Winding Up

69. Winding Up

- (a) If the company is wound up, whether voluntarily or otherwise, the liquidator may divide among all or any of the contributories as the liquidator thinks fit in kind any part of the assets of the company, and may vest any part of the assets of the company in trustees on any trusts for the benefit of all or any of the contributories as the liquidator thinks fit.
- (b) Any division may be otherwise than in accordance with the legal rights of the contributories and, in particular, any class may be given preferential or special rights or may be excluded altogether or in part, but if any division otherwise than in accordance with the legal rights of the contributories is determined, any contributory who would be prejudiced by the division has a right to dissent and ancillary rights as if the determination were a special resolution passed under the Corporations Act relating to the sale or transfer of the company's assets by a liquidator in a voluntary winding up.
- (c) If any shares to be divided in accordance with rule 69(b) involve a liability to calls or otherwise, any person entitled under the division to any of the shares may, by notice in writing within 10 business days after the passing of the special resolution, direct the liquidator to sell the person's proportion and pay the person the net proceeds and the liquidator is to act accordingly, if practicable.

Indemnity

70. Indemnity of Officers, Insurance and Access

- (a) The company is to indemnify each officer of the company and, if the Directors consider it appropriate, any officer of a subsidiary of the company out of the assets of the company to the relevant extent against any liability incurred by the officer in or arising out of the conduct of the business of the company or the subsidiary or in or arising out of the discharge of the duties of the officer.
- (b) Where the Directors consider it appropriate, the company may execute a documentary indemnity in any form in favour of any officer of the company or a subsidiary of the company.
- (c) Where the Directors consider it appropriate, the company may:
 - (i) make payments by way of premium in respect of any contract effecting insurance on behalf or in respect of an officer of the company or a subsidiary of the company against any liability incurred by the officer in or arising out of the conduct of the business of the company or the subsidiary or in or arising out of the discharge of the duties of the officer; and
 - (ii) bind itself in any contract or deed with any officer of the company or a subsidiary of the company to make the payments.
- (d) Where the Directors consider it appropriate, the company may:
 - (i) give a former Director access to certain papers, including documents provided or available to the Directors and other papers referred to in those documents; and
 - (ii) bind itself in any contract with a Director or former Director to give the access.
- (e) In this rule 70:
 - (i) **officer** means:
 - (A) a director, secretary, senior manager or employee; or
 - (B) a responsible manager; or
 - (C) a person appointed as a trustee by, or acting as a trustee at the request of, the company or a subsidiary of the company,and includes a former officer.
 - (ii) **responsible manager** means any responsible manager appointed under the terms of an Australian financial services licence.
 - (iii) **duties of the officer** includes, in any particular case where the Directors consider it appropriate, duties arising by reason of the appointment, nomination or secondment in any capacity of an officer by the company or, where applicable, a subsidiary of the company to any other corporation.

- (iv) **to the relevant extent** means:
- (A) to the extent the company is not precluded by law from doing so;
 - (B) to the extent and for the amount that the officer is not otherwise entitled to be indemnified and is not actually indemnified by another person (including, but without limitation, a subsidiary or an insurer under any insurance policy);
 - (C) where the liability is incurred in or arising out of the conduct of the business of another corporation or in the discharge of the duties of the officer in relation to another corporation, to the extent and for the amount that the officer is not entitled to be indemnified and is not actually indemnified out of the assets of that corporation;
 - (D) in the case of an employee who is not a Director, Secretary or senior manager to the extent that the conduct of the employee did not constitute serious and wilful misconduct; and
 - (E) in the case of a responsible manager who is not a Director, or Secretary or senior manager, to the extent that the conduct of the responsible manager did not constitute serious and wilful misconduct.
- (v) **liability** means all costs, charges, losses, damages, expenses, penalties and liabilities of any kind including, in particular, legal costs incurred in defending any proceedings (whether criminal, civil, administrative or judicial) or appearing before any court, tribunal, government authority or other body.

71. Wholly Owned Subsidiary

At any time when the company is a wholly-owned subsidiary of another body corporate (the **Holding Company**) each Director is authorised to act in the best interests of the Holding Company.

72. Preference Shares

72.1 Power to Issue Preference Shares

Subject to the Corporations Act, the Directors may create and issue one or more classes of any or all of the following:

- (a) preference shares (which are not redeemable);
 - (b) preference shares on the terms that they are liable to be redeemed as permitted by the Act;
 - (c) preference shares which can or may convert into another class of shares,
- and which are otherwise on such terms as the Directors, subject to this Constitution, decide (**preference shares**) and such terms shall be recorded as the terms of issue (**terms of**

issue) for that class of preference shares. This power includes the power to issue Q Class RPS.

72.2 Terms of Issue

Subject to this Constitution, the terms of issue decided by the Directors for each class of preference shares shall specify (or provide for the determination in respect of) all or some of the following (as appropriate):

- (a) repayment of capital:
 - (i) on redemption (if redeemable);
 - (ii) on a winding up,
 including the amount, timing and method of payment;
- (b) participation (if any) in surplus assets and profits;
- (c) cumulative and non-cumulative Dividends including the dividend rate, dividend periods, dividend timing, method of payment, franking and the effect of any failure to pay a Dividend;
- (d) voting;
- (e) priority of payment of capital and Dividends in relation to other shares or classes of preference shares; and
- (f) any other matter that the Directors require including issue price, conversion terms (if convertible into any other class of shares), ranking for new issues, effect of any changes in the capital structure and participation in any return of capital,

but the terms of issue for a class of preference shares must give those preference shares a preference over ordinary shares as regards Dividends or as regards priority of repayment of capital or both.

72.3 No Other Rights

Preference shares shall confer on the holders of them only the rights:

- (a) set out in this Constitution; and
- (b) either:
 - (i) in the case of Q Class RPS, set out in the terms of issue in the Annexure to this Constitution; or
 - (ii) in the case of other preference shares, determined by resolution of the Directors and specified in (or determined in accordance with) the terms of issue.

72.4 Repayment of Capital

- (a) If the preference shares in a class are redeemable, the company shall redeem each such redeemable preference share on issue on the terms specified in (or determined in accordance with) the terms of issue for that class.

- (b) If preference shares in a class are on issue when the company is being wound up they shall carry a right to repayment of capital upon the terms specified in (or determined in accordance with) the terms of issue for the relevant class.

72.5 Participation in Surplus Assets and Profits

No preference in a class share shall carry any right to participate in a distribution of assets or profits beyond the amount provided for expressly in this Constitution or in (or determined in accordance with) the terms of issue for the relevant class.

72.6 Cumulative or Non-Cumulative Dividends

Each preference share shall or shall not carry Dividend rights:

- (a) which are cumulative or non-cumulative; and
- (b) otherwise,

as specified in (or determined in accordance with) the terms of issue for the relevant class.

72.7 Priority of Payment of Capital and Dividends

- (a) If preference shares in a class are on issue when the company is being wound up the amount payable in respect of each such preference shares under Article 72.4(b) above will be payable:

- (i) in the priority specified in (or determined in accordance with) the terms of issue for the relevant class; or
- (ii) in the absence of any such term, in priority to any other class of shares except other preference shares which rank equal with, or ahead of, them.

- (b) If in a particular year there are insufficient profits to pay the Dividend entitlements in respect of all classes of preference shares, the Dividends payable in respect of each preference share in a class will be paid:

- (i) in the priority specified in (or determined in accordance with) the terms of issue for the relevant class; or, in the absence of any such term
- (ii) in priority to any other class of shares except other preference shares which rank equal with, or ahead of, them.

72.8 Variation of Rights

Unless the terms of issue of the preference shares in that class set out rules for varying the rights attaching to that class of shares:

- (a) The rights attaching to a class of preference shares may not be varied, altered or abrogated unless:
 - (i) approved by the general meeting; and
 - (ii) at a meeting of holders of preference shares in that class at which holders of at least 2% of the nominal amount of the issued preference shares are represented, a resolution in favour of that variation, alteration or abrogation is passed by a special resolution (the **Class Consent**).

- (b) The provisions of the company's Constitution relating to general meetings apply so far as they are capable of application, and with any necessary modifications to every such meeting.
- (c) Subject to paragraphs (d) and (e), Class Consent of the holders of a class of preference shares is also required if the company proposes to:
 - (i) issue shares ranking in priority; or
 - (ii) convert any existing shares to securities ranking in priority,to the preference shares in that class as regards the right to receive Dividends or the rights on winding up of the company, to the extent such proposal would affect the rights attached to the preference shares in that class.
- (d) Class Consent of the holders of a class of preference shares is not required for:
 - (iii) the issue of further preference shares (whether redeemable or not) in the company ranking equally with, or after, the preference shares in that class as to Dividends (whether cumulative or not) and as to rights to winding up;
 - (iv) the issue of ordinary shares; or
 - (v) the conversion of existing shares in the company to securities in the company ranking equally with, or after, the preference shares in that class as to Dividends (whether cumulative or not) and as to rights to winding up.
- (e) No Class Consent of the holders of a class of preference shares is required for the reduction, redemption or buy back of share capital ranking as regards Dividends and/or as to rights on liquidation ahead of, equally with or after the relevant class of preference shares, unless the relevant reduction, redemption or buy back is of the preference shares in that class and the Act requires their approval.

Annexure

Statement of Rights Attaching to Q Class RPS

1. General

1.1 General terms

Each Q Class RPS will be issued at the issue price A\$1.00, and must be issued on a fully paid basis. The company may issue Q Class RPS for cash, for non-cash consideration, by way of rebate, for consideration or no consideration, or by any other means.

Other than to the extent inconsistent with these Terms, the terms of the Constitution will apply to each holder of Q Class RPS.

1.2 Definitions

Except for terms defined in paragraph 1.3 of these Terms, the terms used in these Terms have the meanings defined in the Constitution.

1.3 Additional definitions

In this Statement unless the context otherwise requires:

A\$ and **Australian Dollars** means the lawful currency of Australia and references to \$ are to Australian Dollars unless stipulated otherwise.

Australasian Rebate Scheme means the scheme set out in section 10 of these Terms.

Board means the board of directors of the company.

Business Day means a day which is not a Saturday, Sunday or public holiday in Brisbane, Queensland, Australia.

Constitution means the constitution of Ravensdown Fertiliser Australia Limited.

Exit Event means any of a Year 2 Exit Event, a Year 3 Exit Event, a Year 4 Exit Event, a Year 5 Exit Event and a Year 6 Exit Event, in each case within the meaning given in clause 12 of these Terms.

Farmer means a person who derives income from the use of land for agricultural, forestry, horticultural, or pastoral purposes, and includes a trustee where income from the trust is derived wholly or partly from the use of land for agricultural, forestry, horticultural, or pastoral purposes, and also includes the personal representatives of a deceased farmer if that personal representative is still engaged in farming business and further includes the Crown and any Government Department, State owned or statutory corporation, or other corporation actively engaged in farming, but does not include (except in the case of the corporation a majority of shares in which are held by the State or its nominee) a corporation that does not derive its income principally from the use by it of land for agricultural, forestry, horticultural, or pastoral purposes. If any doubt or dispute shall arise

as to whether or not a person is a farmer within the meaning of this definition, the decision of the Board thereon shall be final and conclusive.

Financial Year means the period of 12 months ending on expiration of the 31st day of May, or such other date as the Board may settle as the company's financial year from time to time.

FMR Scheme means the Founding Member Rebate Scheme described in clause 9 of these Terms.

FMR Year means each of Year 1, Year 2, Year 3, Year 4, Year 5 and Year 6.

Issue Price means A\$1.00 per Q Class RPS.

Member means a member of the company that holds Q Class RPS.

Q Class RPS Quota Shareholding has the meaning given in clause 2 of these Terms.

Ravensdown means Ravensdown Fertiliser Co-operative Limited (ARBN 128 889 814).

Terms means these Terms.

Trading Debt Amount means, in relation to a particular Member, the aggregate of any amounts owing by the Member to the company (or any related body corporate or affiliate of the company) in relation to any goods or services it has acquired or agreed to acquire from the company (or any related body corporate or affiliate of the company), expressed on a per RPS basis.

Transacting Member means a Member who:

- (a) purchases or acquires goods or services from the company, or having ceased to purchase or acquire goods or services from the company, is, in the reasonable opinion of the Board, likely to resume doing so; or
- (b) enters into other commercial transactions with the company or, having ceased to enter into other commercial transactions with the company is, in the reasonable opinion of the Board, likely to resume doing so; or
- (c) has incurred an obligation to do an act referred to in the foregoing paragraphs (a) or (b).

Thresholds means in relation to the quantities of fertiliser required to be purchased by the Members and other Queensland or New South Wales customers from the company:

- (a) 65,000 tonnes in Year 2; and
- (b) 100,000 tonnes in each of Year 3, Year 4, Year 5 and Year 6.

Year 1 means the period 1 June 2009 to 31 May 2010 (inclusive).

Year 2 means the period 1 June 2010 to 31 May 2011 (inclusive).

Year 3 means the period 1 June 2011 to 31 May 2012 (inclusive).

Year 4 means the period 1 June 2012 to 31 May 2013 (inclusive).

Year 5 means the period 1 June 2013 to 31 May 2014 (inclusive).

Year 6 means the period 1 June 2014 to 31 May 2015 (inclusive).

1.4 Interpretation

A reference in these Terms to a customer purchasing fertiliser from the company in Year 1 is a reference to the customer purchasing fertiliser from the company or an affiliate or related body corporate of the company.

1.5 Business Days

Whenever a payment or notice is required under these terms on a day which is not a Business Day it may be paid or given on the next such Business Day.

1.6 Redeemable Q Class RPS

Each Q Class RPS is redeemable at the option of the company or the Member in accordance with these Terms. It is acknowledged that the company may only redeem Q Class RPS in accordance with these Terms and where permitted by the Corporations Act.

1.7 Provisions reasonable

By subscribing for, or accepting a transfer of, a Q Class RPS, each holder of Q Class RPS acknowledges that all aspects of the Terms, including all redemption options, are reasonable and, in particular, are necessary to protect the reasonable commercial interests of the company.

2. Q Class RPS Quota Shareholding

2.1 General

- (a) To qualify for rebates pursuant to clause 9, 10 or 11, a customer must continue to meet minimum Q Class RPS shareholding requirements (the **Q Class RPS Quota Shareholding**).
- (b) The Board has the power in its absolute discretion to determine the Q Class RPS Quota Shareholding from time to time, and the Q Class RPS Quota Shareholding may be different for different Members depending upon the FMR Year in which they first purchase fertiliser from the company. Without limiting the power of the Board to determine the Q Class RPS Quota Shareholding from time to time, the Board may increase the Q Class RPS Quota Shareholding from time to time:
 - (i) to reflect any bonus issue of Q Class RPS;
 - (ii) to reflect any change in value of the NZ Dollar as against the Australian Dollar since the date of commencement of Year 1; or
 - (iii) to reflect any changes to the quota shareholding Ravensdown has imposed on its members, where the Board in its discretion considers this appropriate.
- (c) The Board has residual discretion to recognise a Member as holding the Q Class RPS Quota Shareholding at any time and despite any relevant policies not being complied with.

2.2 Initial Policy for the Q Class RPS Quota Shareholding

Without limiting clause 2.1(b) and until determined otherwise by the Board, the policy in relation to the Q Class RPS Quota Shareholding to apply as at June 2009 is as follows:

- (a) To hold the Q Class RPS Quota Shareholding in respect of its first FMR Year of fertiliser purchase, a customer who first purchases fertiliser from the company in Year 1, Year 2 or Year 3 must purchase 80 Q Class RPS per tonne in respect of that initial tonnage at the time of placing its first fertiliser order (or at such other time notified by the company).
- (b) To hold the Q Class RPS Quota Shareholding in respect of its second FMR Year of fertiliser purchase, a customer who first purchases fertiliser from the company in Year 1, Year 2 or Year 3 must purchase an additional 60 Q Class RPS per tonne (giving that Member a holding of 140 Q Class RPS per tonne) in respect of that initial tonnage.
- (c) Without limiting paragraphs (a) or (b), if a customer who first purchases fertiliser from the company in Year 1, Year 2 or Year 3 increases its tonnage in its second or third year of purchase (up to the end of Year 3), it must, to hold the Q Class RPS Quota Shareholding, purchase 80 Q Class RPS per tonne in respect of that increased tonnage, and an additional 60 Q Class RPS per tonne of increased tonnage in the following year.
- (d) For the avoidance of doubt if:
 - (i) a customer first purchases in Year 1 and then increases tonnage in both Year 2 and Year 3, paragraph (c) will apply to that customer twice (once in relation to each increase);
 - (ii) a customer first purchases in Year 3, it will be required to comply with paragraph (b) in Year 4;
 - (iii) a customer increases its tonnage in Year 3, it will be required to acquire 60 Q Class RPS per tonne in Year 4 pursuant to paragraph (c); and
 - (iv) a customer buys 5 tonnes every year, it will need to buy 400 Q Class RPS under paragraph (a) in the first year but not in the second or subsequent years (in the second year it will need to acquire an additional 300 Q Class RPS under paragraph (b)) and after that it will not need to acquire any further Q Class RPS unless it increases tonnage or the Q Class RPS Quota Shareholding is changed,

for the purposes of determining whether that customer holds the Q Class RPS Quota Shareholding.
- (e) The Q Class RPS Quota Shareholding in respect of customers who first purchase in Year 4 or later, and for increases in tonnage in Year 4 or later, will be determined by the Board from time to time in its absolute discretion.

2.3 Application of rebates

If, prior to the placement of its fertiliser order in any FMR Year, a customer has received Q Class RPS by way of rebate or bonus issue, that number of Q Class RPS will be counted towards any requirement to purchase Q Class RPS pursuant to this clause 2.

2.4 References to increased tonnage

A reference in this clause 2 to increased tonnage (or other grammatical forms) is a reference to an increase over and above the relevant customer's previous highest tonnage in any FMR Year.

3. Dividends

A holder of Q Class RPS has no right to receive Dividends.

4. Conversion

A Q Class RPS is not convertible.

5. Ranking

Each Q Class RPS confers upon its holder the right in a winding up to payment in cash of the Issue Price, in priority to any other class of shares; but no right to participate beyond that in surplus assets or profits of the company, whether in a winding up or otherwise.

6. Voting Rights

6.1 Notices and reports

Each Q Class RPS confers upon its holder the same rights as the holders of ordinary shares to receive notices, reports, audited accounts and balance sheets of the company and to attend general meetings.

6.2 Voting rights

A Q Class RPS does not confer upon its holder any right to vote at any general meeting of the company.

6.3 Shareholder Present

For the avoidance of doubt, a Member is not a Shareholder Present for the purposes of the Constitution.

7. Variation of Rights and Further Preference Shares

7.1 Variation of rights – class consent

The rights attached to the Q Class RPS may not be varied, altered or abrogated unless:

- (a) approved by the general meeting; and
- (b) at a meeting of holders of Q Class RPS at which holders of at least 2% of the nominal amount of the issued Q Class RPS are represented, a resolution in favour of that variation, alteration or abrogation is passed by a special resolution of the holders of Q Class RPS (a **Class Consent**). A special resolution for this purpose is a resolution passed by at least 75% of votes cast by Members entitled to vote on the resolution. Each Member will have one vote per Q Class Share held.

7.2 Procedures

The provisions of the Constitution relating to general meetings apply so far as they are capable of application, and with any necessary modifications to every such meeting.

7.3 Issue of additional shares – Class Consent required

Subject to clauses 7.4 and 7.5, Class Consent of the holders of the Q Class RPS is also required if the Board proposes to:

- (a) issue shares ranking in priority; or
- (b) convert any existing shares to securities ranking in priority,

to the Q Class RPS as regards the rights on winding up of the company, to the extent such proposal would affect the rights attached to the Q Class RPS.

7.4 Issue of additional shares – Class Consent not required

Class Consent is not required for:

- (a) the issue of further preference shares (whether redeemable or not) in the company ranking equally with, or after, the Q Class RPS as to rights to winding up, including the issue of further Q Class RPS;
- (b) the issue of ordinary shares; or
- (c) the conversion of existing shares in the company to securities in the company ranking equally with, or after, the Q Class RPS as to rights to winding up.

7.5 Capital reconstruction – Class Consent not required

No Class Consent is required for the reduction, redemption or buy back of share capital (other than Q Class RPS themselves) ranking as regards rights on winding up of the company ahead of, equally with or after the Q Class RPS.

8. Transfer

The Q Class RPS shall not be transferable.

9. Founding Member Rebate Scheme

- (a) The company will maintain a Founding Member Rebate Scheme for the period up to 31 May 2015, or until such earlier time as the company exercises a redemption option under clause 12 of these Terms.

- (b) Any holder of Q Class RPS:
- (i) who first purchases fertiliser from the company in Year 1, Year 2 or Year 3; and
 - (ii) holds the Q Class RPS Quota Shareholding (at all relevant times),
- (an **eligible Member**) is eligible to participate in the FMR Scheme on and from the FMR Year of their first purchase. A holder of Q Class RPS who first purchases fertiliser from the company in Year 4, Year 5 or Year 6, or any later year, is not eligible to participate in the FMR Scheme.
- (c) In relation to each eligible Member:
- (i) its base tonnage will be its highest purchased tonnage from any of Years 1, 2 and 3;
 - (ii) in each FMR Year, it will be entitled to a rebate calculated by reference to the lesser of:
 - (A) its base tonnage; and
 - (B) its actual purchased tonnage for that FMR Year,
 (such amount being its **eligible tonnage** for that FMR Year).
- (d) The following rebates will be payable to each eligible Member pursuant to the FMR Scheme:
- (i) in respect of purchases delivered to that eligible Member during Year 1, \$20.00 per tonne of eligible tonnage;
 - (ii) in respect of purchases delivered to that eligible Member during Year 2, \$16.00 per tonne of eligible tonnage;
 - (iii) in respect of purchases delivered to that eligible Member during Year 3, \$12.00 per tonne of eligible tonnage;
 - (iv) in respect of purchases delivered to that eligible Member during Year 4, \$8.00 per tonne of eligible tonnage;
 - (v) in respect of purchases delivered to that eligible Member during Year 5, \$8.00 per tonne of eligible tonnage; and
 - (vi) in respect of purchases delivered to that eligible Member during Year 6, \$8.00 per tonne of eligible tonnage.
- (e) The rebates under the FMR Scheme:
- (i) will be payable by the company at such time as determined by the Board (the **record date**);
 - (ii) if paid in cash, will be paid in Australian Dollars; and
 - (iii) in respect of Years 1, 2, 3 and 4 (subject to clause 12.3(e)) will not be payable to a Member if, prior to the record date, an option to redeem the Q Class RPS under clause 12 or 13 of these Terms has been exercised (for example, if a Year 2 Exit Event occurs and the option under clause 12.1(b)

is exercised prior to the record date in relation to Year 1, the rebate in relation to Year 1 will not be payable).

- (f) The company must pay rebates under the FMR Scheme in cash or in Q Class RPS. The rebates may be paid wholly in cash, wholly in Q Class RPS or part in cash and part in Q Class RPS at the discretion of the Board.
- (g) In addition to any right a holder of Q Class RPS may have to participate in the FMR Scheme, each holder of Q Class RPS who holds the Q Class RPS Quota Shareholding will be eligible to participate in the Australasian Rebate Scheme.
- (h) Rebates under the FMR Scheme will not be payable with respect to any FMR Year in which the relevant Threshold is not met, unless the Board determines otherwise in its absolute discretion.

10. Australasian Rebate Scheme

The Company may receive a cash rebate from Ravensdown determined under Ravensdown's constitution relating to the fertiliser acquired by the company from Ravensdown. If it does so, subject to clause 12, the company will:

- (a) apply the full amount of the cash received to paying a cash rebate to the holders of the Q Class RPS who hold the Q Class RPS Quota Shareholding based on equivalent criteria to that used by Ravensdown to determine its rebate allocation to its members from time to time;
- (b) apply part of the funds received to a cash rebate under (a) above, and the balance to an issue of Q Class RPS (fully paid) with allocation of the bonus Q Class RPS determined under the criteria applying to (a) above; or
- (c) apply the full amount of the funds received to an issue of Q Class RPS (fully paid) with allocation of the Q Class RPS determined under the criteria applying to (a) above.

11. Bonus Issue

If Ravensdown undertakes a bonus issue for its New Zealand and Australian shareholders and pays an equivalent cash rebate to the company, the company must, subject to clause 12, use that rebate to, in its absolute discretion:

- (a) pay a rebate by the way of the issue of fully paid Q Class RPSs;
- (b) pay a cash rebate; or
- (c) pay a rebate which is part Q Class RPS and part cash,

to Members who hold the Q Class RPS Quota Shareholding allocated on the same basis as a cash rebate would have been allocated in accordance with clause 10 of these Terms above.

12. Exit Events and Redemption

12.1 Year 2 Exit Event

- (a) A Year 2 Exit Event occurs if, on or before 31 May 2010, the Board reasonably forms the view that the aggregate orders for fertiliser received by the company for Year 2 are less than, or likely to be less than, 65,000 tonnes.
- (b) If a Year 2 Exit Event occurs, the company may, at its option, redeem all Q Class RPS. This option may only be exercised by resolution of the Board made on or before 31 May 2010.
- (c) Upon the option in paragraph (b) being exercised, all Q Class RPS will be automatically redeemed and the company must, after such resolution, notify all holders of Q Class RPS that all of their Q Class RPS have been redeemed and provide each holder of Q Class RPS with consideration for that redemption. The consideration for the redemption of each Q Class RPS under this paragraph will be as set out in item 1 of the Schedule.
- (d) For the avoidance of doubt, if a Year 2 Exit Event occurs and the company elects to redeem all Q Class RPS, no rebates (including under the FMR Scheme) will be paid to Members with respect to Year 1.
- (e) Payment for the redemptions shall be completed no later than 40 Business Days from 31 May 2010 (or such later date as reasonably determined by the Board).

12.2 Year 3 Exit Event

- (a) A Year 3 Exit Event occurs if, on or before 31 May 2011, the Board reasonably forms the view that the aggregate orders for fertiliser received by the company for Year 3 are less than, or likely to be less than, 100,000 tonnes.
- (b) If a Year 3 Exit Event occurs, the company may, at its option, redeem all Q Class RPS. This option may only be exercised by resolution of the Board made on or before 31 May 2011.
- (c) Upon the option in paragraph (b) being exercised, all Q Class RPS will be automatically redeemed and the company must, after such resolution, notify all holders of Q Class RPS that all of their Q Class RPS have been redeemed and provide each holder of Q Class RPS with consideration for that redemption. The consideration for the redemption of each Q Class RPS under this paragraph will be as set out in item 2 of the Schedule.
- (d) For the avoidance of doubt, if a Year 3 Exit Event occurs and the company elects to redeem all Q Class RPS, no rebates (including under the FMR Scheme) will be paid to Members with respect to Year 2.
- (e) Payment for the redemptions shall be completed no later than 40 Business Days from 31 May 2011 (or such later date as reasonably determined by the Board).

12.3 Year 4 Exit Event

- (a) Subject to paragraph (e), a Year 4 Exit Event occurs if, on or before 31 May 2012, the Board reasonably forms the view that the aggregate orders for fertiliser received by the company for Year 4 are less than, or likely to be less than, 100,000 tonnes.
- (b) Subject to paragraph (e), if a Year 4 Exit Event occurs, the company may, at its option, redeem all Q Class RPS. This option may only be exercised by resolution of the Board made on or before 31 May 2012.
- (c) Upon the option in paragraph (b) being exercised, all Q Class RPS will be automatically redeemed and the company must, after such resolution, notify all holders of Q Class RPS that all of their Q Class RPS have been redeemed and provide each holder of Q Class RPS with consideration for that redemption. The consideration for the redemption of each Q Class RPS under this paragraph will be as set out in item 3 of the Schedule.
- (d) If a Year 4 Exit Event occurs and the company elects to redeem all Q Class RPS, rebates (including under the FMR Scheme) may be paid to Members with respect to Year 3 provided that the company will first adjust the aggregate amount payable having regard to its reasonable actual and anticipated costs in exiting the market.
- (e) If the Board forms the view that the company has moved to a full service model for Year 4, then the Year 4 Exit Event will occur pursuant to the terms of clause 12.4 with any necessary modification to give full effect to the intent, including the fact that the Year 4 Exit Event occurs on or before 31 May 2013 and that the consideration for the redemption will be determined in accordance with item 3 of the Schedule.
- (f) Payment for the redemptions shall be completed no later than 40 Business Days from 31 May 2012 (or such later date as reasonably determined by the Board).

12.4 Exit Events in Years 5 and 6

- (a) A Year 5 Exit Event occurs if, on or before 31 May 2014, the Board reasonably forms the view that the aggregate purchases of fertiliser from the company for Year 5 are less than, or likely to be less than, 100,000 tonnes.
- (b) A Year 6 Exit Event occurs if, on or before 31 May 2015, the Board reasonably forms the view that the aggregate purchases of fertiliser from the company for Year 6 are less than, or likely to be less than, 100,000 tonnes.
- (c) If a Year 5 Exit Event or a Year 6 Exit Event occurs, the company may, at its option, redeem all Q Class RPS. This option may only be exercised by resolution of the Board made:
 - (i) in the case of a Year 5 Exit Event, on or before 31 May 2014; and
 - (ii) in the case of a Year 6 Exit Event, on or before 31 May 2015.
- (d) Upon the option in paragraph (c) being exercised, all Q Class RPS will be automatically redeemed and the company must:

- (i) following the resolution referred to in paragraph (c), notify all holders of Q Class RPS that all of their Q Class RPS have been redeemed;
 - (ii) use its reasonable endeavours to promptly dispose of relevant assets (including contractual rights) in and in relation to Queensland and New South Wales (as applicable), in each case at a price that the company in its discretion considers reasonable in the circumstances;
 - (iii) within a reasonable period after the Realisation Date (having regard to the time taken to dispose of assets under (ii) above), provide each holder of Q Class RPS with consideration for that redemption, with the amount of consideration to be determined in accordance with item 4 or 5 of the Schedule as applicable. For the purposes of this paragraph, the **Realisation Date** is the date on which the company has disposed of substantially all of its assets (including contractual rights) in and in relation to Queensland and New South Wales.
- (e) If a Year 5 Exit Event or a Year 6 Exit Event occurs and the company elects to redeem all Q Class RPS, rebates (including under the FMR Scheme):
- (i) will be paid for the relevant prior year; and
 - (ii) may be paid to those Members for that year provided that the company will first adjust the aggregate amount payable having regard to its reasonable actual and anticipated costs in exiting the market.

12.5 Further company redemption option

- (a) Notwithstanding the other provisions of clause 12, the company may at any time, at its option, redeem all Q Class RPS. This option may only be exercised by resolution of the Board.
- (b) Upon the option in paragraph (a) being exercised, all Q Class RPS will be automatically redeemed and the company must, following such resolution, notify all holders of Q Class RPS that all of their Q Class RPS have been redeemed and provide each holder of Q Class RPS with consideration for that redemption. The consideration for the redemption of each Q Class RPS under this paragraph will be the Issue Price (less, in relation to any particular Member, any Trading Debt Amount).
- (c) Payment for any such redemption shall be completed no later than 40 Business Days from the date of the resolution in paragraph (a) (or such later date as reasonably determined by the Board).

12.6 Further actions

After an option under this clause 12 is exercised:

- (a) the company must make entries in its registers to reflect the redemption; and
- (b) each former holder of Q Class RPS must return the certificates representing the Q Class RPS it formerly held (unless the holding was uncertificated).

13. Other redemption options

13.1 At the option of the company

The company may at its option require any Member to redeem any or all Q Class RPS held by that Member if:

- (a) the Member has ceased to be a Transacting Member; or
- (b) the Member has ceased to be a Farmer; or
- (c) the Member has failed to comply with a material requirement of a transaction with, or in relation to, either directly or indirectly, the company, contained in any contract between the company, or any subsidiary or agent of the company, and the Member; or
- (d) the Board forms the view that the Member, or a person having a relevant interest in the Q Class RPS held by that Member is a person who or which is in competition with the company directly or indirectly, and whether as partner, joint venturer, manager, shareholder, or director of any competitor; or
- (e) The redemption relates to shares held in excess of that Member's Q Class RPS Quota Shareholding. In such case, in ascertaining that excess, the Board shall use transactions by or on behalf of the Member in relation to the company during at least the then immediately preceding Financial Year in calculating the relevant Q Class RPS Quota Shareholding, together with such other Financial Years as chronologically precede that period, as the Board may choose from time to time; or
- (f) the Board is satisfied that the redemption would remedy an error in respect of the calculation of the Q Class RPS Quota Shareholding of any such Member, or would remedy an error in the number of Q Class RPS allotted or transferred to that Member.

13.2 At the option of the Member

Subject to the company complying with any applicable statutory conditions, a Member may at its option require the company to redeem any or all Q Class RPS held by that Member if:

- (a) the Q Class RPS are held by a personal representative of the estate of a deceased Member as part of the estate of that deceased Member and the personal representative has ceased to be a Transacting Member; or
- (b) the Member has not been a Transacting Member during the immediately preceding five (5) years, or such other period as may be determined by the Board; or
- (c) the Member has disposed of, or changed the use of, that Member's property and other assets with the result that the Member does not have the capacity to continue to be a Transacting Member,

other than where the change is a result of transactions between associated parties (in which case the approval of the Board will also be required).

13.3 Redemption price

The consideration for the redemption of each Q Class RPS under this clause 13 will be the Issue Price (less, in relation to any particular Member, any Trading Debt Amount). The consideration will be payable by the Company within 90 days of valid notice from a Member requesting redemption under clause 13.2 (or such later date as reasonably determined by the Board).

13.4 Multiple redemption options

If:

- (a) the company has the option to redeem a Q Class RPS under clause 12; and
- (b) on or before that option is exercised, the Member has the option to redeem its share under clause 13.2 (whether or not it has exercised that option),

the company may exercise the option to redeem a Q Class RPS under clause 12, and clause 12 will prevail to the extent of any inconsistency with clause 13 in this regard.

13.5 Further actions

After an option under this clause 13 is exercised:

- (a) the company must make entries in its registers to reflect the redemption; and
- (b) each former holder of Q Class RPS must return the certificates representing the Q Class RPS it formerly held (unless the holding was uncertificated).

Schedule to Annexure

Item 1

The consideration for the redemption of each Q Class RPS for the purposes of paragraph 12.1(c) will be a percentage of the Issue Price, with that percentage to be determined in accordance with the following formula (less, in relation to any particular Member, any Trading Debt Amount):

$$\text{Yr 1 First Purchaser} \quad \text{Repayment \%} = \frac{\text{Yr 2 order}}{\text{Yr 1 purchase}} \quad \text{up to 100\%}$$

Item 2

The consideration for the redemption of each Q Class RPS for the purposes of paragraph 12.2(c) will be a percentage of the Issue Price, with that percentage to be determined in accordance with the following formula (less, in relation to any particular Member, any Trading Debt Amount):

Year 3 Repayment:

$$\text{Yr 1 First Purchaser} \quad \text{Repayment \%} = \frac{\text{Yr 2 purchase} + \text{Yr 3 order}}{\text{Yr 1 purchase} \times 2} \quad \text{up to 100\%}$$

$$\text{Yr 2 First Purchaser} \quad \text{Repayment \%} = \frac{\text{Year 3 order}}{\text{Year 2 purchase}} \quad \text{up to 100\%}$$

Item 3

The consideration for the redemption of each Q Class RPS for the purposes of paragraph 12.3(c) in relation to a Year 4 Exit Event will be a percentage of the Issue Price, with that percentage to be determined in accordance with the following formula (less, in relation to any particular Member, any Trading Debt Amount):

Year 4 Repayment:

$$\text{Yr 1 First Purchaser} \quad \text{Repayment \%} = \frac{\text{Yr 2} + \text{Yr 3} + \text{Yr 4 purchase (or order as applicable)}}{\text{Yr 1 purchase} \times 3} \quad \text{up to 100\%}$$

$$\text{Yr 2 First Purchaser} \quad \text{Repayment \%} = \frac{\text{Yr 3} + \text{Yr 4 purchase (or order as applicable)}}{\text{Yr 2 purchase} \times 2} \quad \text{up to 100\%}$$

$$\text{Yr 3 First Purchaser} \quad \text{Repayment \%} = \frac{\text{Year 4 purchase (or order as applicable)}}{\text{Year 3 purchase}} \quad \text{up to 100\%}$$

$$\text{Yr 4 First Purchaser} \quad \text{Repayment \%} = 100$$

Item 4

The consideration for the redemption of each Q Class RPS for the purposes of paragraph 12.4(d) in relation to a Year 5 Exit Event will be a percentage of the Issue Price, with that percentage to be determined in accordance with the following formula (less, in relation to any particular Member, any Trading Debt Amount):

Year 5 Repayment:

$$\text{Yr 1 First Purchaser} \quad \text{Repayment \%} = \frac{\text{Yr 2} + \text{Yr 3} + \text{Yr 4} + \text{Yr 5 purchase}}{\text{Yr 1 purchase} \times 4} \quad \text{up to 100\%}$$

$$\text{Yr 2 First Purchaser} \quad \text{Repayment \%} = \frac{\text{Yr 3} + \text{Yr 4} + \text{Yr 5 purchase}}{\text{Yr 2 purchase} \times 3} \quad \text{up to 100\%}$$

$$\text{Yr 3 First Purchaser} \quad \text{Repayment \%} = \frac{\text{Yr 4} + \text{Yr 5 purchase}}{\text{Yr 3 purchase} \times 2} \quad \text{up to 100\%}$$

$$\text{Yr 4 First Purchaser} \quad \text{Repayment \%} = \frac{\text{Year 5 purchase}}{\text{Year 4 purchase}} \quad \text{up to 100\%}$$

$$\text{Yr 5 First Purchaser} \quad \text{Repayment \%} = 100$$

Item 5

The consideration for the redemption of each Q Class RPS for the purposes of paragraph 12.4(d) in relation to a Year 6 Exit Event will be a percentage of the Issue Price, with that percentage to be determined in accordance with the following formula (less, in relation to any particular Member, any Trading Debt Amount):

Year 6 Repayment:

$$\text{Yr 1 First Purchaser} \quad \text{Repayment \%} = \frac{\text{Yr 2} + \text{Yr 3} + \text{Yr 4} + \text{Yr 5} + \text{Yr 6 purchase}}{\text{Yr 1 purchase} \times 5} \quad \text{up to 100\%}$$

$$\text{Yr 2 First Purchaser} \quad \text{Repayment \%} = \frac{\text{Yr 2} + \text{Yr 3} + \text{Yr 4} + \text{Yr 5} + \text{Yr 6 purchase}}{\text{Yr 2 purchase} \times 4} \quad \text{up to 100\%}$$

$$\text{Yr 3 First Purchaser} \quad \text{Repayment \%} = \frac{\text{Yr 3} + \text{Yr 4} + \text{Yr 5 purchase}}{\text{Yr 2 purchase} \times 3} \quad \text{up to 100\%}$$

Yr 4 First Purchaser Repayment % = $\frac{\text{Yr 4 + Yr 5 purchase}}{\text{Yr 3 purchase x 2}}$ up to 100%

Yr 5 First Purchaser Repayment % = $\frac{\text{Year 5 purchase}}{\text{Year 4 purchase}}$ up to 100%

Yr 6 First Purchaser Repayment % = 100