


Constitution

Australian Dairy Farmers Corporation Limited
ACN 610 590 200

A public company limited by shares
incorporated in Victoria
under the *Corporations Act 2001* (Cth)

"This is a copy of the Constitution to be considered and if thought fit approved
by the Shareholders at the Annual General Meeting to be held on 24th
November, to take effect in accordance with the Notice of Meeting and signed
for identification by the Chair".

Signature



Name: Peter Mulheron

Ref JM: 511155

Table of contents

1.	Definitions and interpretation	1
2.	Public Company	5
3.	Suppliers	5
4.	Capital	6
5.	Suppliers' equity share scheme	11
6.	Certificates for Securities	12
7.	Forfeiture and lien	13
8.	Call on Shares	16
9.	Transfer of Securities	17
10.	Transmission of Securities	18
11.	Alteration of capital	19
12.	General meetings	20
13.	The Board and Directors	26
14.	Powers of Directors	33
15.	Proceedings of Directors	34
16.	Material personal interests	37
17.	Secretaries and other officers	38
18.	Execution of Documents	38
19.	Dividends, interest and reserves	39
20.	Capitalisation of profits	41
21.	Notices	42
22.	Indemnity of officers, insurance and access	43

23.	Winding up	44
24.	Modification or repeal of this Constitution	45
Annexure A	Redeemable Preference Shares	46

Constitution

of

Australian Dairy Farmers Corporation Limited

ACN 610 590 200

1. Definitions and interpretation

1.1 Definitions

In this Constitution:

- Alternate Director** means a person appointed as alternate director of the Company under rule 13.14.
- Auditor** means the person appointed for the time being as the auditor of the Company.
- Board** means the Directors and Alternate Directors present at a meeting, duly convened as a meeting of Directors, at which a quorum is present.
- Business Day** means a day on which banks are open for business in Melbourne, Victoria excluding a Saturday, Sunday or public holiday in that city.
- Chair** means the person occupying the position of Chair under rule 15.3 or acting Chair of the Directors under rule 12.3 (where appropriate).
- Company** means Australian Dairy Farmers Corporation Limited ACN 610 590 200.
- Corporations Act** means the *Corporations Act 2001* (Cth) and the *Corporations*

Regulations 2001 (Cth) as amended from time to time.

Director	means a director of the Company and (where appropriate) includes any Alternate Director, Regional Director or Non-supplier Director.
Dividend	means any distribution made, or any amount credited, by the Company to the Shareholders excluding amounts debited against the share capital account and includes an interim dividend.
Non-supplier Director	means a Director being appointed pursuant to this Constitution that is not a Supplier.
Region	means a geographical region as set out in rule 13.3(a).
Regional Director	means a Director being elected pursuant to this Constitution that is a Supplier representing one of the Regions.
Redeemable Preference Share	means a share as defined in rule 4.6.
Relevant Interest	has the meaning given to it in section 9 of the Corporations Act.
Replaceable Rules	means the replaceable rules applicable to a public company limited by shares referred to in Part 2B.4 and s141 of the Corporations Act.
Secretary	means a person appointed by the Directors to perform the duties of secretary of the Company.
Securities	means Shares, rights to Shares, options, debentures or any similar rights granted over issued or unissued Shares or any other instruments convertible into Shares in the Company.
Security holder	means a holder of a Security.
Share	means a share in the capital of the Company.
Shareholder	means a holder of a Share.

Shareholder Present	means, in connection with a meeting, the Shareholder present at the venue or venues for the meeting, in person or by proxy, by attorney or, where the Shareholder is a body corporate, by representative.
Supplier	is defined in rule 3.1
Suppliers' equity share scheme	means any scheme adopted by the Board (and where required by law ratified by the Company in a general meeting) in respect of any financial year which enables Suppliers to acquire Shares in the Company, whether by allotment or purchase.
Trustee	means ADFC Nominees Pty Ltd ACN 622 102 854 as trustee for the ADFC Nominees Trust.

1.2 Interpretation

In this Constitution unless a contrary intention is expressed:

- (a) headings and italicised, highlighted or bold type do not affect the interpretation of this Constitution;
- (b) the singular includes the plural and the plural includes the singular;
- (c) a gender includes all other genders;
- (d) other parts of speech and grammatical forms of a word or phrase defined in this Constitution have a corresponding meaning;
- (e) a reference to a 'person' includes any individual, firm, company, partnership, joint venture, an unincorporated body or association, trust, corporation or other body corporate (whether or not having a separate legal personality);
- (f) a reference to any thing (including any right) includes a part of that thing, but nothing in this rule 1.2(f) implies that performance of part of an obligation constitutes performance of the obligation;
- (g) a reference to a rule, party, annexure, exhibit or schedule is a reference to a rule of, and a party, annexure, exhibit and schedule to, this Constitution and a reference to this Constitution includes any rule, annexure, exhibit and schedule;
- (h) a reference to a document (including this Constitution) includes an undertaking, deed, agreement or legally enforceable arrangement or understanding whether or not in writing and includes all amendments or supplements to, or replacements or novations of, that document;

- (i) a reference to a party to any document includes that party's successors and permitted assigns;
- (j) a reference to time is to Melbourne, Victoria, Australia time;
- (k) in this Constitution a reference to any legislation includes all delegated legislation made under it and includes all amendments, consolidations, replacements or re-enactments of any of them, from time to time;
- (l) a reference to an agreement includes an undertaking, deed, agreement or legally enforceable arrangement or understanding whether or not in writing;
- (m) a reference to a body, other than a party to this Constitution (including an institute, association or authority), whether statutory or not, which ceases to exist or whose powers or functions are transferred to another body, is a reference to the body which replaces it or which substantially succeeds to its powers or functions;
- (n) the words 'include', 'including', 'for example', 'such as' or any form of those words or similar expressions in this Constitution do not limit what else is included and must be construed as if they are followed by the words 'without limitation', unless there is express wording to the contrary;
- (o) a reference to a day is to the period of time commencing at midnight and ending 24 hours later;
- (p) a reference to a month is a reference to a calendar month;
- (q) if a period of time is specified and dates from a day or the day of an act, event or circumstance, that period is to be determined exclusive of that day;
- (r) if an act or event must occur or be performed on or by a specified day and occurs or is performed after 5.00 pm on that day, it is taken to have occurred or been done on the next day;
- (s) a reference to '\$', 'A\$', 'dollars' or 'Dollars' is a reference to the lawful currency of the Commonwealth of Australia; and
- (t) an expression which is not defined in this Constitution has the same meaning as given under the Corporations Act.

1.3 **Business Day**

If anything under this Constitution is required to be done by or on a day that is not a Business Day that thing must be done by or on the next Business Day.

1.4 **Replaceable rules**

If any of these rules is inconsistent with a provision of the Replaceable Rules, these rules will prevail to the extent of the inconsistency. To the extent that these rules do not modify or displace a Replaceable Rule, that Replaceable Rule applies.

2. Public Company

2.1 Number of Shareholders

The Company is a public company limited by Shares. The Company must have at least one Shareholder.

3. Suppliers

3.1 Definition of "Supplier"

- (a) The term "Supplier" is used throughout this Constitution. For the purposes of this Constitution, a person shall be deemed to be a Supplier if the Board determines from time to time in its absolute discretion that:
- (i) the person is a company, partnership or individual which is (or is in the process of becoming) a current and active supplier of milk products to:
 - (A) the Company;
 - (B) any company which is an associate of the Company;
 - (C) any entity which the Board has by resolution declared to be an associate of the Company; or
 - (D) any agent, authority or corporation nominated by the Company,
 (singularly or collectively "Company entity") at the time such determination is made; or
 - (ii) the person is a sharefarmer in respect of a farm which is (or is in the process of becoming) a current and active supplier of milk products to a Company entity; or
 - (iii) the person is an individual and is an equity holder of a company, co-operative or partnership, which is deemed to be a current and active supplier of milk products under rules 3.1(a)(i) or 3.1(a)(ii).
- (b) In making any decision concerning the eligibility of any person as a Supplier, the Board may take into account whether or not that person is included as a recipient or one of the recipients of payments made by a company entity in respect of milk products supplied to that entity. The Board may also take into account any written declarations (in a form to be prescribed by the Board from time to time) made by a person as to his/her membership of any company, co-operative or partnership or his/her status as a sharefarmer.
- (c) For the purposes of clarification, the Board has the power (but not the obligation) to determine that a person is a current and active supplier of milk products to any company entity, even though:

- (i) supply by the person, though expected to commence, has not yet commenced; or
- (ii) supply by the person has temporarily been reduced or has temporarily ceased because of the occurrence of fire, flood, drought, disease, quarantine or other like force majeure events.

3.2 Ceasing to be a Supplier

- (a) Without limiting the Board's discretion referred to in rules 3.2 (b) and (c), any person shall cease to be a Supplier if he, she or it:
 - (i) ceases to supply milk products to the Company or a Company entity; or
 - (ii) does not supply a sufficient amount of milk products to the Company annually as determined by the Board from time to time; or
 - (iii) is in breach of their milk supply agreement with the Company.
- (b) Notwithstanding anything in this Constitution, the Board may at its absolute discretion deem a person to be or continue to be a Supplier.
- (c) If any question arises as to whether a person is or is not a Supplier, that question shall be referred to a meeting of the Board, whose determination of the matter and issue shall be final.

4. Capital

4.1 Issue of Securities

Without affecting any special rights conferred on the holders of any Securities, any Securities (including partly-paid 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 Board may determine and on any terms the Board consider appropriate from time to time.

4.2 Directors' power to issue Securities

- (a) Except as provided by contract or this Constitution to the contrary, all unissued Securities are under the control of the Board who may grant options on the Securities, issue or otherwise dispose of the Securities on the terms and conditions and for the consideration it thinks fit.
- (b) An issue of Securities of the same class as an existing class of Securities is not to be considered to constitute a variation of the rights of the holders of Securities 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.

4.3 **Classes of shares**

Without limiting rule 4.1, the following table specifies the share capital of the Company:

Rule No	Class of shares
4.5	Ordinary shares
4.6	Redeemable preference shares

4.4 **No pro-rata offers to existing holders**

The Company may issue new Securities without first offering those Securities to the existing holders of Securities in the same class.

4.5 **Ordinary Shares**

- (a) Ordinary shares must only be held by Suppliers or the Trustee.
- (b) The nominal value of each ordinary share is \$1.00.
- (c) Each ordinary share confers on its holder, being a Supplier or the Trustee:
 - (i) subject always to the specific right of the holders of any preference shares, the right to either or both of the following:
 - (A) the right to participate in Dividends declared by the Board based on the number of ordinary shares held by each Shareholder in proportion to the total number of ordinary shares issued;
 - (B) subject to quality parameters prescribed by the Board, the right to participate in surplus profits based on the volume of milk in each year that each Supplier supplies in proportion to the total volume of milk supplied to the Company by Suppliers in that year.
 - (ii) the right to receive notices of general meeting, applicable reports, balance sheets and profit and loss accounts.
 - (iii) the right to attend and be heard at any general meeting of the Company and the right as a Supplier holding ordinary shares to one vote, whether on a show of hands or on a poll.

4.6 **Redeemable Preference Shares**

- (a) The Board at its discretion may issue Redeemable Preference Shares to Suppliers provided that it sets out the following terms of the Redeemable Preference Shares:

- (i) repayment of capital;
 - (ii) participation in surplus assets and profits;
 - (iii) cumulative and non-cumulative Dividends;
 - (iv) voting; and
 - (v) priority of payment of capital and Dividends in relation to other Shares or classes of preferential shares.
- (b) Subject to any other rights approved by Shareholders in accordance with the Corporations Act, the terms for any Redeemable Preference Shares issued by the Company shall be as set out in Annexure A of this Constitution.
- (c) Redeemable Preference Shares shall be redeemed by the Company in accordance with the Corporations Act and on the terms upon which they are issued which shall be determined at the sole discretion of the Board and subject to the financial requirements of the Company from time to time.

4.7 Recognition of third party interests

Whether or not it has notice of the rights or interests concerned, the Company is not bound to recognise:

- (a) any equitable, contingent, future or partial claim to, or interest in, any Security or unit of a Security; or
- (b) 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.

4.8 Dividend reinvestment plan

- (a) The Board in its discretion may:
 - (i) at any time establish a dividend reinvestment plan; and
 - (ii) from time to time amend, suspend or terminate such plan.

4.9 Commissions

The Company may pay brokerage or commission to a person in respect of that person or another person agreeing to take up Securities.

4.10 Surrender of Securities

In their discretion, the Board 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.

4.11 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 (except in the case of personal representatives of a deceased Security holder);
- (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) 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;
- (d) only the person whose name appears 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
- (e) 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.

4.12 Minimum shareholding

- (a) Save where the Board determines otherwise, in its absolute discretion, no Share shall be allotted or transferred to any person which will result in the subscriber or the transferor or transferee holding less than 5,000 Shares ("**minimum shareholding amount**").
- (b) Save where the Board determines otherwise, a Shareholder shall hold no more than one ordinary class share and the balance of the Shareholder's shareholding shall be held in Redeemable Preference Shares.
- (c) Within 6 months of becoming a Shareholder, a Shareholder must hold the minimum shareholding amount.
- (d) A Shareholder who holds less than the minimum shareholding amount shall, within 60 days of receiving notice from the Board to do so, subscribe for the necessary number of Shares to acquire the minimum shareholding amount.

- (e) If a Shareholder who holds less than the minimum shareholding amount does not, within 60 days of receiving notice from the Board to do so, subscribe for the necessary number of Shares to acquire the minimum shareholding amount, the Shareholder will cease to be a Supplier and clause 10.3(b) will apply.

4.13 Maximum shareholding

- (a) The maximum number of Shares which may at anytime be held by or on behalf of one person (or which a person may have a Relevant Interest in) shall be 10 (ten) per centum of the issued share capital of the Company ("**maximum shareholding limit**").
- (b) If a particular farm or receival depot has more than one Shareholder supplying milk products to the Company from that location, the Board may at its absolute discretion elect to aggregate the holdings of all such Shareholders for the purposes of determining whether the maximum shareholding limit has been exceeded by any one or more Shareholders.
- (c) Where there are multiple Suppliers supplying milk product from a particular farm or receival depot, no more than four (4) Suppliers from that farm or receival depot may hold ordinary shares.

4.14 Consequences of exceeding maximum shareholding

- (a) Without limiting any other rights or powers of the Board under this Constitution, if the Board is of the opinion that any Shareholder's holding of, or dealings with, Shares is in breach of, or (whether by itself or together with any other holdings or dealings) gives rise to a breach of the maximum shareholding limit, the Board may in its absolute discretion by written notice to the Shareholder ("**transfer notice**") require that the Shareholder dispose of a number of Shares to remedy the breach. The number of Shares to be disposed of, and the time for completion of the transfer, will be specified in the transfer notice.
- (b) Failure by the Shareholder to comply with the transfer notice given under 4.14(a) to the satisfaction of the Board within the time specified in the transfer notice will cause the Board, in its absolute discretion, to:
 - (i) cause the number of Shares which were specified in the transfer notice (or any lesser number of Shares) to be sold by a person nominated by the Board, at a market value to be determined by the Board (or such lesser price as can reasonably be obtained within a reasonable time after the Shares are offered for sale);
 - (ii) register the transfer of the Shares notwithstanding that the certificates for the Shares to be transferred may not have been delivered to the Company; and
 - (iii) appoint a person to execute the transfer of the Shares as vendor and to receive the purchase money.

- (c) The entry of the name of any purchaser of Shares in the register in respect of Shares sold under this rule 4.14 shall be final and conclusive.
- (d) The purchase money received on any sale under this rule 4.16 shall be applied:
 - (i) first, to the expenses of the sale; and
 - (ii) as to the balance (if any), to the Shareholder whose Shares were sold, conditional upon the Shareholder having delivered to the Company for cancellation the certificate relating to the Shares (if any).
- (e) The Board may in its absolute discretion determine that a Shareholder who holds Shares in breach of rule 4.14 may not, while the breach continues, receive any Dividend or other distribution made by the Company in relation to those Shares held in excess of the maximum shareholding limit.
- (f) A Shareholder who is paid a Dividend or other distribution to which the Shareholder is not entitled for the reasons set out in paragraph 4.14(e) must refund that Dividend or distribution to the Company promptly upon receipt of written notice from the Company requiring such refund. The Company has a first and paramount lien on any Shares on which a payment referred to in this rule 4.14(f) is made and may enforce that lien as if the amount repayable to the Company were an amount unpaid on those Shares.

4.15 **Securities not to be quoted or listed on a stock exchange**

No Securities shall be listed or quoted for sale or purchase on any stock exchange or in any public manner whatsoever.

5. **Suppliers' equity share scheme**

- (a) The Board may on an annual basis, at its absolute discretion, determine the amount of Shares that are to be issued to Suppliers based on the kilograms of milk solids being supplied by Suppliers to the Company annually.
- (b) The Board may, at its absolute discretion, deduct from the Company's payments due to a Supplier, an amount in consideration for the issue of Shares to the Supplier and the Supplier agrees to accept those Shares.
- (c) The Board may, at its discretion, suspend, cancel and/or recommence the Suppliers' equity share scheme at any time.
- (d) The initial date of commencement of the Suppliers' equity share scheme shall be as determined by the Board.

5.2 **Special distribution reserve**

- (a) Subject always to rule 4.13, the Board may in its absolute discretion set aside, out of the retained earnings and reserves of the Company in any year, amounts

as it thinks fit to establish a special distribution reserve ("**reserve**"). The Board may if it thinks fit allocate amounts to this reserve to the credit of Shareholders who have during that year (or part thereof as determined by the Board in its absolute discretion) ("**relevant eligibility period**") supplied product to the Company in proportion (as near as conveniently may be) to the amount of product supplied by all other Shareholders to the Company. The Board may in its absolute discretion:

- (i) pay the amount allocated to the respective Shareholders;
 - (ii) satisfy the allocated amount by the allotment of fully paid up Shares; or
 - (iii) a combination of any of paragraphs (i) and (ii) above.
- (b) The Board may in its absolute discretion fix one or more dates in respect of the distribution of monies from the reserve.
- (c) If any Shareholder ceases to be a current Supplier prior to any payment date, such Shareholder shall not be entitled to participate in the payments due to that Supplier on that payment date and such Shareholder's Share will be retained by the Company.
- (d) The Board can establish rules for the further administration and operation of the reserve from time to time, and can vary those rules.

5.3 Bonus

- (a) Without limiting rule 4.1, the Board may declare a bonus to be paid out of the profits of the Company which are available for payment of a Dividend to Shareholders. The bonus will be in proportion to the amount of each Shareholder's supplies of milk product to the Company as determined by the Board.
- (b) The Board may in its absolute discretion either:
- (i) pay the amounts allocated to such Shareholders; or
 - (ii) satisfy the allocated amount by the allotment of Shares.

6. Certificates for Securities

6.1 Entitlement to Certificate

Every person whose name is entered as a Shareholder in the register of Shareholders is entitled free of charge to receive a copy of the certificate executed by the Company in accordance with the Corporations Act. The original certificate executed by the Company will be held in the register of Shareholders. In respect of a Security or Securities held jointly by several persons the Company is not bound to issue more than

one certificate. Delivery of a certificate for a Security to one of several joint holders in accordance with rule 4.11 is sufficient delivery to all such holders.

6.2 General issue or replacement of Certificate

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.

7. Forfeiture and lien

7.1 Liability to forfeiture

- (a) If a Security holder fails to pay any sum payable in respect of any Securities, either for money payable on issue, calls or instalments, on or before the day for payment, the Directors may serve a notice on the Security holder 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 Securities in respect of which the call was made are liable to be forfeited.

7.2 Power to forfeit

If the requirements of a notice served under rule 7.1 are not complied with within 14 days of the notice, any Security 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, declared by the Company in respect of the forfeited Securities and not paid before the forfeiture.

7.3 Consequences of forfeiture

A person who has had their Securities forfeited:

- (a) ceases to be a Security holder in respect of the forfeited Security 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 Securities;

- (c) has no other rights incident to the Securities 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 Securities (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 Security holder is liable as they determine. The Directors are under no obligation to enforce payment.

7.4 Lien on Securities

- (a) The Company has a first and paramount lien on every Security and on the proceeds of sale of every Security for:
 - (i) any amount due and unpaid in respect of the Security 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 Security under an employee incentive scheme;
 - (iii) all amounts that the Company may be called on by law to pay in respect of the Security; 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 Security wholly or in part from the provisions of this rule.
- (c) The lien extends to any Dividend and entitlements declared in respect of the Securities but, if the Company registers a transfer of any Securities on which it has a lien or charge without giving the transferee notice of any claim it may have at that time, the Securities 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 Security holder until the Security holder has paid all calls and instalments of calls and other moneys (including interest) for the time being payable in respect of every Security held by the Security holder.
- (e) If any money is paid or payable by the Company under any law with respect to a transfer of Securities, the Company may refuse to register a transfer of any Securities by the Security holder or the Security holder's personal representative until the earlier of:
 - (i) the money paid by the Company and any interest accrued on it is set off or deducted from any money payable by the Company to the Security holder; or

- (ii) in case where the money paid by the Company and any interest accrued on it exceeds any amount payable by the Company to the Security holder, until the Company is reimbursed in full the money paid by the Company and any interest accrued on it; or
 - (iii) until the money payable under any law with respect to the transfer of Securities is paid by the transacting parties (excluding the Company).
 - (iv) The Company is not required under this rule to pay money payable by the Company under any law with respect to a transfer of Securities.
- (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 Security holder or the Security holder's personal representative.

7.5 Notice of forfeiture

When any Security is forfeited, notice of the resolution of the Directors must be given to the Security holder in whose name the Security 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 Security is sold or otherwise disposed of, the Directors may annul the forfeiture of the Security on any condition they determine.

7.6 Disposal of forfeited Securities

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

7.7 Sale of Securities to enforce lien

- (a) For the purpose of enforcing a lien, the Directors may sell the Securities which are subject to the lien in any manner they determine and with or without giving any notice to the Security holder in whose names the Securities are registered. The Directors may authorise a person to do everything necessary to transfer the Securities sold to the purchaser of the Securities.
- (b) The validity of the sale of the Securities 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 Securities 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 Securities, unless otherwise agreed.

- (e) The remedy of any person aggrieved by the sale is in damages only and against the Company exclusively.

7.8 Application of proceeds of sale

- (a) The proceeds of a sale made under a lien may be applied by the Company in payment of:
 - (i) first, the expenses of the sale; and
 - (ii) second, that part of the amount in respect of which the lien exists as is presently payable.
- (b) Any residue is to be paid to the person entitled to the Securities immediately prior to the sale on delivery by that person of the certificate (if any) for the Securities that have been sold.

7.9 Transfers after forfeiture and sale

- (a) The Company may:
 - (i) receive the consideration (if any) given for a forfeited Security on any sale or disposition of the Security; and
 - (ii) effect a transfer of the Security in favour of the person to whom the Security is sold or disposed.
- (b) On the completion of the transfer, the transferee is to be registered as the holder of the Security.

8. Call on Shares

8.1 Directors' power to make calls

- (a) Subject to the terms of issue of any Shares the Directors may make calls as they think fit 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.

8.2 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 8.2(a).

8.3 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.

9. Transfer of Securities

9.1 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.

9.2 Transfer and certificate (if any)

- (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 form or compliance with the provisions of any law relating to stamp duty.
- (b) Subject to rule 9.2(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.

9.3 Directors may refuse to register

- (a) The Board may refuse to register a transfer of any Share if:
 - (i) the Board in its absolute discretion elects to refuse to do so without being required to give any reason for such refusal; or
 - (ii) a proper instrument of transfer and any certificate or other title document (if any) has not been lodged at the registered office; or
 - (iii) any fee payable on the registration of the transfer is not paid; or
 - (iv) the Board has not been given any additional document or information that it reasonably requires to establish the right of the Shareholder transferring the Share to make the transfer; or
 - (v) the Share is not fully-paid; or
 - (vi) the Company has a lien over the Share.
- (b) Notice must be given to the transferee within two months after the date on which the transfer was lodged if the Board refuses to register a transfer of any Share.

10. Transmission of Securities

10.1 Transmission on death

- (a) Where a Security holder who is a natural person dies:
 - (i) the legal personal representatives of the deceased, where the Security holder was a sole holder or a joint holder; 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.

10.2 Transmission by operation of law

A person (**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.

10.3 Transmission on ceasing to be a Supplier

- (a) On issuing any ordinary shares to a Supplier, the Supplier must deliver to the Company a signed written transfer form in favour of the Trustee to be held in escrow by the Company until the holder of ordinary shares ceases to be a Supplier.
- (b) Where a holder of ordinary shares ceases to be a Supplier or is otherwise not a Supplier:
 - (i) the Company will redeem the Redeemable Preference Shares in accordance with their terms of issue;
 - (ii) the Company must procure the Trustee to acquire the Shareholder's ordinary shares for a price equal to the amount paid up on the ordinary shares; and
 - (iii) do all things necessary to register the Trustee as the holder of the ordinary shares.
- (c) For any ordinary shares that the Trustee holds, the Trustee will abstain from exercising any of its voting rights under clause 4.5(c)(iii).
- (d) The Company may procure the Trustee to transfer ordinary shares to new Suppliers from time to time.

11. Alteration of 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 the reduction or alteration of the Share capital of the Company and, without limitation, may make provision for the issue of fractional certificates or sale of fractions of Shares and the distribution of net proceeds as they think fit.

12. General meetings

12.1 Convening and cancelling general meetings

- (a) The Board may convene a general meeting of the Company whenever the Board thinks fit.
- (b) The Board must call and arrange to hold a general meeting on the request of Shareholders with a least five per cent of the votes that may be cast at the general meeting. This meeting must be called within 21 days after the request is given to the Company.
- (c) The Board may cancel any general meeting convened by the Board 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.

12.2 Notice of general meetings

- (a) Notice of a general meeting must be given in accordance with s249H of the Corporations Act.
- (b) 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.

12.3 Quorum

- (a) No business may be transacted at any general meeting except, subject to rule 12.4, the election of the Chair unless a quorum of Shareholders is present at the beginning of the business (and during the whole of the meeting).
- (b) The quorum for a general meeting will be ten (10) Shareholders Present plus:
 - (i) if the ordinary shareholders of the Company exceeds 50 but does not exceed 200, one (1) additional ordinary shareholder for each 10 ordinary shareholders after the first 50; and
 - (ii) if the ordinary shareholders of the Company exceeds 200, the additional ordinary shareholders referred to in 12.3(b)(i) and one (1) additional ordinary shareholder for each 50 ordinary shareholders after the first 200 ordinary shareholders.
- (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 Board adjourn the meeting to a date, time and place determined by the Chair or the Board. If no quorum is present at any adjourned meeting within 30 minutes after the time for the meeting, the meeting is dissolved.

12.4 Conduct of meetings

- (a) Subject to rule 12.4(b), the Chair or, in the Chair's absence, the deputy Chair is entitled to preside as Chair at every general meeting.
- (b) The Shareholders at a meeting of the Company must elect a Shareholder Present to chair the meeting (or part of it) if:
 - (i) the Chair of Directors is not present, available or declines to act as chair for the meeting; and
 - (ii) the Directors have not elected a chair to preside at the meeting or that chair is not present, available or declines to act as chair for 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 of the meeting.
- (d) The chair of the meeting may make rulings without putting the question (or any question) to the vote if the chair of the meeting considers action is required to ensure the orderly conduct of the meeting.
- (e) At any time the chair of the meeting considers it necessary or desirable for the proper and orderly conduct of the meeting, the chair of the meeting 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 of the meeting 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:
 - (i) a right to vote (whether on a show of hands or on a poll); or
 - (ii) a determination to allow or disregard a vote, may only be made at the meeting and may be determined by the chair of the meeting.

12.5 Adjournments

- (a) During the course of the meeting the chair of the meeting 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 of the meeting. If the chair of the meeting exercises a right of adjournment of a meeting under this rule, the chair of the meeting has the sole discretion to decide whether to seek the approval of the Shareholders Present to the adjournment and, unless the chair of the meeting exercises that discretion, no vote may be taken by the Shareholders Present in respect of the adjournment.

- (b) No business may be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- (c) When a meeting is adjourned for one month or more, notice of the adjourned meeting must be given as in the case of an original meeting. Otherwise, it is not necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

12.6 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.

12.7 When a poll is effectively demanded

- (a) A poll may be demanded by:
 - (i) at least five Shareholders entitled to vote on the resolution;
 - (ii) Shareholders with at least five per cent of the votes that may be cast on the resolution on a poll; or
 - (iii) the chair of the meeting.
- (b) The poll may be demanded before a vote is taken, before the voting results on a show of hands are declared or immediately after the voting results on a show of hands are declared.

12.8 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 pursuant to this Constitution or the Corporations Act.

12.9 Procedure for polls

- (a) When demanded, a poll may be taken in the manner and at the time the chair of the meeting 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 of the meeting considers appropriate.
- (c) The demand for a poll does not prevent a meeting from continuing in relation to any transaction or 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.

12.10 Chair has casting vote

In the event of an 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 of the meeting may be entitled as a Shareholder or as a proxy, attorney or properly appointed representative of a Shareholder.

12.11 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 rules 12.11(b)(ii) and 12.11(b)(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, only the first (in order of time nominated or order of name on the relevant nomination document where nomination of more than one is made at the same time) of the representatives, proxies or attorneys is entitled to vote; and
 - (iii) where a person is entitled to vote because of rule 12.11(b) in more than one capacity, that person is entitled only to one vote; and
- (c) on a poll:
 - (i) only Shareholders Present may vote; and
 - (ii) every Shareholder Present having the right to vote on the resolution has one vote regardless of how many Shares they hold.

12.12 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.

12.13 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. A person appointed as the Shareholder's proxy may be an individual or a body corporate. 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.

- (b) The instrument appointing a proxy:
- (i) shall be in writing (in the common or usual form) under the hand of the appointer or of his attorney duly authorised in writing or, if the appointer is a corporation, either under seal or under the hand of an officer or attorney duly authorised;
 - (ii) shall be deemed to confer authority to demand or join in demanding a poll;
 - (iii) must be in accordance with the Corporations Act; and
 - (iv) may be in the following form or any other form (including electronic) which the Directors shall prescribe or approve:

*'Australian Dairy Farmers Corporation Limited ACN 610 590 200
(Company)*

I, [insert name] of [insert address] being a Shareholder of the Company hereby appoint [insert name] of [insert address] or, failing him/her [insert name] of [insert address] as my proxy to vote for me on my behalf at the (annual general or general as the case may be) meeting of the Company to be held on [insert date] and at any adjournment thereof.

*My proxy is hereby authorised to vote *In favour of/*against the following resolution:*

**Strike out whichever is not required.'*

[insert resolution]

Dated: [insert date]

[Insert duly authorised execution block]

(Note: In the event of the Shareholder desiring to vote for or against any resolution he shall instruct his proxy accordingly. Unless otherwise instructed, the proxy may vote as he thinks fit).'

- (c) Any appointment of proxy under this rule 12.13 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.

12.14 Number of proxies

- (a) A Shareholder may appoint not more than two proxies. If the Shareholder appoints two proxies and the appointment does not specify the proportion or the number of votes each proxy may exercise, each proxy may exercise half the votes.
- (b) A proxy need not be a Shareholder.

12.15 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 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:
 - (i) the voting instructions are contained in the document form of appointment of the Company Proxy; or
 - (ii) in the case of new instructions or variations to earlier instructions, the new instructions or variations to earlier instructions are either:
 - (A) received at the registered office of the Company before the meeting or adjourned meeting by a notice in writing signed by the Shareholder; or
 - (B) otherwise validated by the Shareholder in a manner acceptable to the Directors in their discretion prior to the commencement of the meeting.

12.16 Circulating resolutions

- (a) If all Shareholders entitled to receive notice of a general meeting and to vote on a resolution of Shareholders, sign a document containing a statement that they are in favour of the resolution set out in the document, a Shareholders' resolution in those terms is passed when the last Shareholder signs such a document.
- (b) For the purpose of this rule 12.16(b):
 - (i) two or more separate documents in identical terms, each of which is signed by one or more Shareholders, will be treated as one document; and
 - (ii) an email or facsimile containing the text of the document expressed to have been signed by a Shareholder that is sent to the Company is deemed to be a document signed by that Shareholder at the time of its receipt by the Company.

12.17 Sole Shareholder Resolutions

Where the Company has only one Shareholder it may pass a resolution by the Shareholder recording it and signing the record.

13. The Board and Directors

13.1 The Board of Directors

The Board will be constituted by:

- (a) two (2) Regional Directors (or by such other number of Regional Directors between two (2) and six (6) as the Board may determine in its absolute discretion from time to time); and
- (b) subject to the Board's absolute discretion from time to time, up to three (3) Non-supplier directors,

provided that the majority of Directors must be Regional Directors.

13.2 Number of Directors

- (a) The number of Directors at any time, subject to rule 13.1 (not including Alternate Directors) must be not less than three (3) and at least two (2) Directors must ordinarily reside in Australia.
- (b) Unless the Board otherwise determines by a $\frac{3}{4}$ majority, there must be no more than nine (9) Directors at any one time.
- (c) Each Director is to be a natural person.

- (d) Unless the Board otherwise determines by a $\frac{3}{4}$ majority, each Region must have at least 1 (one), but no more than two (2), Directors.

13.3 Classification of Shareholders and Regional Directors

- (a) Subject to rule 13.3(d), for the purposes of electing Regional Directors the Shareholders of the Company are classified as Shareholders of one of the following regions:
- (i) Region One (Riverina / Northern Victoria);
 - (ii) Region Two (Western Victoria and South East South Australia);
 - (iii) Region Three (Eastern Victoria); and
 - (iv) such additional Regions created by the Board from time to time in accordance with rule 13.3(d)(i).
- (b) Subject to rule 13.3(d), the Regions are defined geographically as follows:
- (i) Region One (Riverina / Northern Victoria) is that part of Victoria which is not in Region Two and that part of New South Wales as lies to the south of an imaginary line running due north from the New South Wales / Victorian border to Tumbarumba, thence west to Holbrook, thence north-west to Griffith, and then due west to the New South Wales / Victorian border;
 - (ii) Region Two (Western Victoria and South East South Australia) is that part of Victoria which is west of the City of Melbourne and south of the Western Highway joining the towns of Ballarat, Ararat, Horsham, Nhill and Bordertown and that part of South Australia that is south and east of an imaginary line joining the towns of Bordertown and Kingston; and
 - (iii) Region Three (Eastern Victoria) is that part of Victoria which is east of the City of Melbourne.
- (c) The classification of Shareholders which is made for the purposes of this rule shall be made by the Board by reference to the location of the most relevant farm or receival depot and for the purposes of this rule, relevance shall be determined by reference to volume of milk. The basis of classification shall be as approved by a resolution passed by a three-quarters majority of the Board and shall be published by notice to all Shareholders on the Company's website.
- (d) Subject to rule 13.3(e), the Board at its absolute discretion may from time to time:
- (i) create additional Regions;
 - (ii) alter the boundaries of existing Regions; and / or
 - (iii) remove Regions.

- (e) The Board's creation, alteration or removal of Regions pursuant to rule 13.3(d) must be done by a resolution of the Board by a $\frac{3}{4}$ majority.
- (f) The Board shall at intervals not exceeding five (5) years review the boundaries of all Regions and the number of Directors representing all Regions.

13.4 Appointment of Directors

- (a) The first Director or Directors of the Company are the persons specified in the application to register a company lodged under the Corporations Act and who have consented to become Directors of the Company.
- (b) The Directors may appoint any person to be a Director to fill a vacancy or as an addition to the existing Directors and the Company must confirm the appointment at the next general meeting of the Company following the appointment. If the Company does not confirm the appointment then that person ceases to be a Director at the end of that meeting.

13.5 Appointment of Regional Directors

Where required under these rules, before the annual general meeting at which Regional Directors are to retire or a vacancy otherwise arises, the election or elections of Regional Directors shall be conducted as nearly as practicable in the following manner:

- (a) Not less than six (6) weeks before the annual general meeting in each year, a notice shall be circulated to all Shareholders via the Company's website specifying the election or elections to be held and inviting nominations of qualified Shareholders as candidates for election as Directors.
- (b) Nominations shall be:
 - (i) in a form approved by the Board;
 - (ii) signed by two or more Shareholders from the same Region as the candidate (other than the candidate or, where the candidate represents a corporate Shareholder, the corporate Shareholder);
 - (iii) accompanied by a notice in writing under the candidate's hand consenting to his or her candidature for office;
 - (iv) accompanied by a completed candidate profile document in a form approved by the Board, and
 - (v) lodged at the registered office of the Company before the date fixed by the notice.
- (c) Retiring Directors who are standing for re-election must comply with the nomination process specified in this rule.
- (d) At the Board's absolute discretion only, if the number of candidates nominated is equal to or less than the number of vacancies occurring in the Board then and

in each case such person shall be deemed to have been duly elected as a Director.

- (e) Where the number of candidates exceeds the number of vacancies, all candidates wishing to be elected will be required to:
 - (i) attend the annual general meeting and present to the attendees if so required by the Board; or
 - (ii) at the Board's discretion, send a proxy to present to the attendees if so required by the Board

to allow any person permitted to vote under this Constitution to vote on the preferred candidate.

13.6 Appointment of Non-supplier Directors

- (a) Non-supplier Directors shall be appointed from time to time by the Board at their absolute discretion and ratified at the next annual general meeting of the Company.
- (b) The Board shall endeavour to ensure that the Non-supplier Directors have expertise in one or more of the following areas:
 - (i) commerce;
 - (ii) marketing;
 - (iii) finance;
 - (iv) law;
 - (v) management;
 - (vi) corporate governance;
 - (vii) accounting; and/or
 - (viii) manufacturing.
- (c) Non-supplier Directors shall be appointed for a 2 (two) year term unless the term is ended earlier in accordance with this Constitution.
- (d) The Board shall have the power to bring the term of office of a Non-supplier Director to an end on such date earlier than the expiration of the period for which the Director was appointed as the Board may determine and as is agreed to by the Director. Where the term of office of a Non-supplier Director comes to an end earlier than the expiration of the period for which the Director was appointed, subject to rule 13.4(b), the Board can fill the vacancy at their absolute discretion.

13.7 Removal of Director

- (a) The Company may remove a Director by resolution at a general meeting.
- (b) At least two months' notice must be given to the Company of the intention to move a resolution to remove a Director at a general meeting.
- (c) If notice of intention to move a resolution to remove a Director at a general meeting is received by the Company, a Director must be given a copy of the notice as soon as practicable.
- (d) The Director must be informed that the Director:
 - (i) may submit a written statement to the Company for circulation to the Shareholders before the meeting at which the resolution is put to a vote; and
 - (ii) may speak to the motion to remove the Director at the general meeting at which the resolution is to be put to vote.
- (e) At least 21 days' notice must be given to the Shareholders of a general meeting at which the resolution for the removal of a Director is proposed. The notice must set out the proposed resolution and the grounds for the proposed resolution.

13.8 Cessation of Directorship

Subject to other rules in this Constitution, a person ceases to be a Director and the office of Director is vacated if the person:

- (a) is a Regional Director and ceases to be a Supplier;
- (b) is removed from office as a Director by a resolution of the Company at a general meeting;
- (c) resigns as a Director in accordance with this Constitution;
- (d) is subject to assessment or treatment under any mental health law and the Board resolves that the person should cease to be a Director;
- (e) dies;
- (f) is disqualified from acting as a Director under the Corporations Act; or
- (g) is absent from Board meetings for a continuous period of 6 (six) months without leave of absence from the Board and the Board resolves that the Director's office should be vacated.

13.9 Rotation of Directors

- (a) At the second annual general meeting of the Company, a Regional Director must retire after which, in each subsequent year, at each annual general

meeting, one-third of the Directors are subject to retirement by rotation (or, if the number of Directors is not a multiple of three, then the number nearest to but not exceeding one-third of the Directors must retire from office as Directors).

- (b) The Directors to retire by rotation at each annual general meeting must include any Director who wishes to retire and does not wish to be re-appointed as a Director. Any further Director required to retire must be the Director who has been in office the longest as a Director.
- (c) If there are two or more Directors that have been in office for an equal amount of time, and an agreement cannot be reached between those Directors on who will retire, the Director or Directors who will retire will be determined by lot.
- (d) Subject to rule 13.9(g), a retiring Director is eligible for re-appointment.
- (e) Unless a resolution is passed to appoint some other person to fill the office of Director to be vacated by the retiring Director, a retirement by rotation at a general meeting does not become effective until the end of the meeting.
- (f) Except as otherwise set out in this Constitution, any Director who is also an executive of the Company is not subject to retirement by rotation or otherwise under this rule 13.9.
- (g) A person may not serve as a Director for more than nine (9) consecutive years after which they must retire from the office as a Director.
- (h) Notwithstanding rule 13.9(g), a person who has previously served as a Director for nine (9) consecutive years will be eligible for re-appointment as a Director subject to that person not having served as a Director in the three (3) years prior to being nominated for re-appointment.

13.10 Resignation of Directors

A Director may resign from the office of Director by giving notice of resignation to the Company at its registered office.

13.11 No Share qualification

- (a) Regional Directors are required to hold either directly or indirectly Shares in the capital of the Company.
- (b) Non-supplier Directors are not required to hold Shares in the capital of the Company.

13.12 Remuneration

- (a) The Directors are to be paid for their services as Directors.
- (b) As remuneration for services, each Director is to be paid out of the funds of the Company a sum per annum (accruing from day-to-day) determined by the Company in general meeting. 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 13.12(e), 13.12(f), 13.12(g) and 22.

- (c) Subject to a determination by the Company at a general meeting to the contrary, a Director who is remunerated as an executive Director shall not be paid fees under rule 13.12(a).
- (d) The remuneration to be paid or provided under rule 13.12(a) is to be divided among the Directors in the proportions as they may agree or, if they cannot agree, equally among them.
- (e) 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.
- (f) 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.
- (g) A 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 agreed by the Directors.

13.13 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.

13.14 Alternate Directors

Subject to this Constitution, each Director may appoint any person (who, if there are other Directors, is 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 sent to the Company's registered office or given at a meeting of the Directors. The appointment takes effect on (if there are other Directors) 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 subject to any limitations set out in the instrument appointing the Alternate Director;
- (d) the Alternate Director is not, unless the Directors otherwise determine, (except for the right to reimbursement for expenses under rule 13.12(e)) entitled to receive any remuneration as a Director from the Company, and any remuneration (not including remuneration authorised by the Directors 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.

14. Powers of Directors

14.1 Powers of Directors

- (a) The business of the Company is managed and controlled 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:
 - (i) a committee of Directors; or
 - (ii) a Director; or
 - (iii) an employee of the Company; or
 - (iv) any other person,

any of the powers exercisable by them and may at any time withdraw, suspend or vary all or any of those powers conferred on the person(s) listed in 14.1(b). Any powers which are conferred may be concurrent with or to the exclusion of their own powers. The delegation must be recorded in the Company's minute book in accordance with s251A of the Corporations Act.

14.2 Wholly-owned subsidiary

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

15. Proceedings of Directors

15.1 Proceedings

- (a) The Directors may meet together for the dispatch of business and adjourn and otherwise regulate their meetings as they determine.
- (b) Subject to the Company having only one sole Director for more than six months of any 12 month period, the Directors shall hold no less than five (5) Director's meetings per annum.
- (c) Directors' meetings may be called by a Director giving reasonable notice to every other Director
- (d) A notice 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.
- (e) A Notice of the Meeting that is signed by the Secretary is to be sent to all Directors that sets out:
 - (i) the date, time and place of the meeting; and
 - (ii) the items that are to be included on the agenda.
- (f) Until otherwise determined by the Directors and subject to rule 15.1(g), three (3) Directors form a quorum, of which two (2) must be Regional Directors.
- (g) Where there are more than three (3) Directors present at a Board meeting, the majority must be Regional Directors in order to form a quorum.
- (h) In the event of a vacancy or vacancies in the office of a Director or offices of Directors, where the number of remaining Directors is not sufficient to constitute a quorum of a meeting of Directors, they shall be deemed to constitute a quorum of a meeting of Directors or act to convene a general meeting of the Company.

- (i) Where there is only a sole Director, the sole Director may pass a resolution by recording it and signing it.

15.2 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 conferencing;
- (ii) telephone;
- (iii) any other technology which permits each Director to communicate with every other Director; or
- (iv) 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.

15.3 Chair of Directors

- (a) Until otherwise determined by the Directors, the Directors may elect one of the Regional Directors as their Chair.
- (b) References to the Chair in this Constitution include, in the absence of the Chair, the deputy Chair (unless the context otherwise requires).
- (c) Where a meeting of Directors is held and:
 - (i) a Chair has not been elected as provided by rule 12.3(a) 12.4(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, subject to rule 15.3(a)

15.4 Directors' voting rights and exercise of powers

- (a) Subject to this Constitution, questions arising at a meeting of Directors are decided (where there is more than one Director of the Company) by a majority of votes of Directors present and voting.
- (b) In the case of an equality of votes, the Chair of the meeting has a casting vote in addition to the Chair's deliberative vote.
- (c) Subject to rule 16 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 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.
- (e) 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.
- (f) 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.

15.5 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 15.5(a).
- (c) Nothing in this rule 15.5 limits the power of the Directors to delegate.

15.6 Circulating resolutions

A resolution in writing, signed by all of the Directors for the time being entitled to receive notice of a meeting of the Directors, shall be as valid and effectual as if it had been

passed at a meeting of the Directors duly convened and held. Any such resolution may consist of several documents in like form, each signed by one or more of the Directors.

15.7 Defects in appointments

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.

16. Material personal interests

16.1 Declaration of interest

- (a) Any Director who has a material personal interest in a matter that relates to the affairs of the Company, including in a contract or proposed contract, any office or any property such that the Director might have duties or interests which conflict or may conflict either directly or indirectly with the Director's duties or interests as a Director, must give the Board notice of the interest at a Board meeting unless section 191(2) of the Corporations Act applies.
- (b) A notice of a material personal interest must set out:
 - (i) the nature and extent of the interest; and
 - (ii) the relation of the interest to the affairs of the Company.
- (c) The notice must be provided to the Board at a Board meeting as soon as practicable.

16.2 Voting by interested Directors

A Director who has a material personal interest in a matter that is being considered at a Board meeting must not:

- (a) be present while the matter is being considered at the meeting; or
- (b) vote on the matter,

unless:

- (c) sections 191(2) or (3) of the Corporations Act allow the Director to be present; or
- (d) the interest does not need to be disclosed under section 191 of the Corporations Act.

17. Secretaries and other officers

17.1 Secretaries

- (a) The Company must have at least one Secretary. Subject to any contrary provisions of the Corporations Act, a Secretary or Secretaries of the Company may also be appointed by the Directors. The Directors may also appoint acting and assistant Secretaries.
- (b) At least one Secretary must be ordinarily resident in Australia.
- (c) A Secretary holds office on the terms and conditions, as to remuneration and otherwise, as the Directors decide.
- (d) The Directors may at any time terminate the appointment of a Secretary.
- (e) Where the Company has one Director only and that Director is also the Secretary of the Company, the Shareholders may terminate the appointment of the Secretary.

17.2 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 17.2(a)(i).
- (b) The Directors may at any time terminate the appointment of a person holding a position created under rule 17.2(a)(i) and may abolish the position.

18. Execution of Documents

18.1 Seals

- (a) 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.
- (b) The seal must be used only by the authority of the Board.

18.2 Execution under Common Seal

If the Company does have a common seal then it may execute a document if the seal is fixed to the document and the fixing of the seal is witnessed by:

- (a) two Directors of the Company;

- (b) a Director and a Secretary; or
- (c) any person duly authorised to sign on behalf of the Company, whether under authority of a power of attorney or otherwise.

18.3 Execution without Common Seal

The Company may execute a document without using a common seal if the document is signed by:

- (a) two Directors of the Company;
- (b) a Director and a Secretary; or
- (c) any person duly authorised to sign on behalf of the Company, whether under authority of a power of attorney or otherwise.

18.4 Directors' Interests

A Director may sign a document to which the seal of the Company is fixed notwithstanding that the Director is interested in the contract or arrangement to which the document relates.

19. Dividends, interest and reserves

19.1 Powers to declare Dividends and pay interest

- (a) No Dividend bears interest against the Company.
- (b) The Directors may declare and the Company may pay a Dividend in accordance with s254T of the Corporations Act.

19.2 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 19.2(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.

19.3 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.

19.4 Distributions in kind

- (a) The Directors may, when declaring a Dividend, direct payment of the Dividend wholly or partly by the distribution of specific assets including paid up shares in or debentures of another body corporate.
- (b) Where a difficulty arises in regard to a distribution under rule 19.4(a), the Directors may:
 - (i) settle the matter as they determine and fix the value for distribution of the specific assets or any part of those assets;
 - (ii) 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; or
 - (iii) vest any specific assets in trustees.

19.5 Payment of distributions

- (a) Any Dividend, interest or other money payable in cash in respect of Shares 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 Shareholder as shown in the register of Shareholders or, in the case of joint holders, to the address shown in the register of Shareholders as the address of the joint holder first named in that register of Shareholders; or
 - (B) to any other address as the Shareholder or joint holders in writing directs or direct;
 - (ii) by electronic funds transfer to an account with a bank or other financial institution nominated by the Shareholder and acceptable to the Company; or
 - (iii) by any other means determined by the Directors; or

otherwise paid 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 Shareholders 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 paid according to law.

20. 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 Shareholders; and
 - (ii) that the sum referred to in rule 20(a)(i) be applied, in any of the ways mentioned in rule 20(b), for the benefit of Shareholders in full satisfaction of their interest in the capitalised sum, in the proportions to which those Shareholders 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 Shareholders under rule 20(a) are:
 - (i) in paying up any amounts unpaid on Shares held by Shareholders;
 - (ii) in paying up in full unissued Shares to be issued to Shareholders as fully paid;
 - (iii) partly as mentioned in rule 20(b)(i) and partly as mentioned in rule 20(b)(ii); or
 - (iv) any other application permitted by law.
- (c) Where the conditions of issue of a partly paid Share provide, the holder is entitled to participate in any application of a sum under rule 20(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 Shareholders 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 Shares 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 Shareholders entitled to any further Shares on the capitalisation, an agreement with the Company providing for the issue to them, credited as fully paid up, of any further Shares or for the payment by the Company on their behalf the amounts or any part of the amounts remaining unpaid on their existing Shares by the application of their respective proportions of the sum resolved to be capitalised and any agreement made under that authority is effective and binding on all the Shareholders concerned.

21. Notices

21.1 Notice requirements

Any notice, demand, approval, consent or other communication under this Constitution (**Notice**) must be in writing and must be delivered:

- (a) personally;
- (b) by facsimile;
- (c) by prepaid registered post; or
- (d) sent by email to a current email address for notices,

to a party at the address of the party set out in the relevant Company register (**Nominated Contact Details**).

21.2 When Notices considered given and received

A Notice given in accordance with rule 21.1 takes effect when received (or such later time as specified in it), and is taken to be received:

- (a) if hand delivered, on delivery;

- (b) if sent by prepaid post, two Business Days after the date of posting (or five Business Days after the date of posting if posted to or from outside Australia);
- (c) if sent by facsimile, when the sender's facsimile system generates a message confirming successful transmission of the total number of pages of the Notice, unless within four business hours (being a period of time between 9.00 am and 5.00 pm on a Business Day) after the transmission, the recipient informs the sender that it has not received the entire Notice; or
- (d) if sent by email, when the information system from which the email was sent produces a confirmation of delivery report which indicates that the email has entered the information system of the recipient, unless the sender receives a delivery failure notification, indicating that the email has not been delivered to the information system of the recipient,

but if the delivery, receipt or transmission is not on a Business Day or is after 5.00 pm on a Business Day, the Notice is taken to be received at 9.00 am on the Business Day after that delivery, receipt or transmission.

22. Indemnity of officers, insurance and access

- (a) The Company is to indemnify each officer of the Company out of the assets of the Company to the extent permitted at law against any liability incurred by the officer in or arising out of the conduct of the business of the Company or in or arising out of the discharge of the duties of the officer for the period ending seven years after the date the officer ceases to be an officer of the Company except for fraud and wilful misconduct or any liability arising out of conduct involving lack of good faith.
- (b) Subject to rule 22, where the Directors consider it appropriate, the Company may execute an indemnity document in any form in favour of any officer of the Company or a subsidiary.
- (c) Where the Directors consider it appropriate, the Company may to the relevant extent:
 - (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 against any liability incurred by the officer in or arising out of the conduct of the business of the Company 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 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 22:
- (i) **officer** means:
 - (A) a Director or Secretary or executive officer; or
 - (B) a person appointed as a trustee by, or acting as a trustee at the request of, the Company,
 and includes a former officer;
 - (ii) **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, the subsidiary of the Company to any other corporation;
 - (iii) **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); and
 - (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; and
 - (iv) **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.

23. Winding up

- (a) If the Company is wound up, whether voluntarily or otherwise, the liquidator may divide among all or any of the Shareholders 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 on trust for the benefit of all or any of the Shareholders 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 Shareholders is determined, any Shareholder 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 23(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.

24. Modification or repeal of this Constitution

This Constitution and any of its provisions may be modified, repealed or replaced by special resolution of the Shareholders.

Annexure A Redeemable Preference Shares

1. Redeemable Preference Shares may be issued on the terms specified in this Constitution and any further terms specified in a certificate issued by the Company in respect of those Preference Shares (**Redeemable Preference Share Certificate**).
2. The Redeemable Preference Share Certificate must specify the following:
 - (a) the right to payment of a Dividend (if any) applicable to the Redeemable Preference Share;
 - (b) the amount paid or payable and any unpaid amount on the Redeemable Preference Share;
 - (c) the number of votes that may be exercised by the holder in respect of the Redeemable Preference Share on a poll;
 - (d) time and or event upon which the Redeemable Preference Share may be redeemed; and
 - (e) any restriction on the right to transfer the Redeemable Preference Share.
3. Each Redeemable Preference Share shall confer on its holder:
 - (a) the right to payment of a Dividend in accordance with the Redeemable Preference Certificate;
 - (b) the right in a winding up or reduction of capital and immediately before redemption, to the payment of cash in priority to any other class of the amount of any Dividend accrued but unpaid on the Share at the time of the winding up, or reduction of capital, or redemption (as applicable);
 - (c) the right, in a winding up or reduction of capital or redemption, to payment in cash in priority to any other class of Shares of any amount paid on the Redeemable Preference Share; and
 - (d) the right to receive notices of and attend a meeting of Shareholders and receive a copy of documents to be laid before that meeting.
4. The Redeemable Preference Share does not confer any rights on its holder to participate in the profits or property of the Company except as set out in this Annexure and its Redeemable Preference Share Certificate.
5. Other than at a meeting of Redeemable Preference Shareholders, the holder of a Redeemable Preference Share may only vote at a meeting of Shareholders on a proposal:
 - (a) to reduce the share capital of the Company;
 - (b) that affects rights attached to the Redeemable Preference Share; or

- (c) to wind up the Company.
6. The Company must, at the time and place for redemption specified in, or determined in accordance with, the Redeemable Preference Share Certificate redeem the Redeemable Preference Share and on receiving the Redeemable Preference Share, pay to or at the direction of the holder the amount payable on redemption of the Redeemable Preference Share.