

<b>SECTION From Original Constitution</b>	<b>ORIGINAL CONSTITUTION</b>	<b>SECTION From Amended Constitution</b>	<b>AMENDED CONSTITUTION</b>
<u>Definitions:</u> Farm Plan	'means the plan showing for a date or period the boundaries of the land included as the supply area, including fallow land, of the Farm;'	<u>Definitions:</u> Farm Information	'means the plan showing for a date or period the boundaries of the land included as the supply area, including fallow land, of the Farm and productivity related data (included to cane yield, CCS, crop class, variety, harvest, soils data, pest, and disease data at a block paddock level);'
<u>Definitions:</u> Holder of a Farm	'means a holder of a Farm;'	<u>Definitions:</u> Holder of a Farm	'means a holder of an interest in a Farm as an owner, lessee, or licensee;'
<u>Definitions:</u> Subordinate Regulations	<i>New</i>	<u>Definitions:</u> Subordinate Regulations	means any code of conduct, rules, by-laws, regulations or standards issued from time to time by the Company under Rule 0 and Subordinate Regulation means any of them;'
<u>Section 2.3:</u> Actions authorised under the law	<i>New</i>	<u>Section 2.3:</u> Actions authorised under the law	Subject to Rule <b>Error! Reference source not found.</b> , where the Law authorises or permits a company to do a thing if authorised by its constitution, the Company is authorised or permitted to do that thing despite any other provision of this Constitution.
<u>Section 3.1:</u> Object of the Company	'The primary object for which the Company is established is to enhance the productivity of the sugar industry by increasing the quantity and improving the quality of the cane produced by crops grown in the Herbert area and any other areas determined by the Board from time to time.'	<u>Section 3.1:</u> Object of the Company	'The primary objective of the Company is to enhance the productivity and sustainability of the Herbert sugarcane growing region.'
<u>Section 3.2:</u> Secondary objects of the Company	'(c) to cooperate in the development of and take active interest in the securing of rational legislation and rules to regulate the sugar industry:  (d) to act commercially in the discharge of its functions.'	<u>Section 3.2:</u> Secondary objects of the Company	'(c) to act commercially in the discharge of its functions.'  '(d) Deleted

<p><u>Section 5.2:</u> Grower Members</p>	<p>‘(d) Every applicant must complete an ‘Authority to Deduct and Receive Farm Plan’ and deliver it to the Board. Such ‘Authority to Deduct and Receive Farm Plan’ shall only be capable of revocation if the Member has given the Company not less than 12 months’ notice in writing expressing an intention to revoke the ‘Authority to Deduct and Receive Farm Plan’ unless the Board agrees to a shorter period of notice.</p>	<p><u>Section 5.2:</u> Grower Members</p>	<p>‘(d) As a condition of membership, every applicant must complete an ‘Authority to Deduct and Receive Farm Information’ that has been signed off by the Miller and deliver it to the Board. Such ‘Authority to Deduct and Receive Farm Information’ shall only be capable of revocation if the Member has given the Company not less than 12 months’ notice in writing expressing an intention to revoke the ‘Authority to Deduct and Receive Farm Information’ unless the Board agrees to a shorter period of notice.</p>
<p><u>Section 5.5:</u> Forfeiture and cancellations</p>	<p>‘(a)(iv) the Grower member fails to provide the Company with a copy of his/her current Farm Plan by 30 June each year if a copy of his/her Farm Plan has not otherwise been provided by Wilmar Sugar.’</p>	<p><u>Section 5.5:</u> Forfeiture and cancellations</p>	<p>‘(a)(iv) In the case of a member who is an individual if the member:</p> <ul style="list-style-type: none"> <li>(a) dies;</li> <li>(b) commits an act of bankruptcy;</li> <li>(c) is declared bankrupt;</li> <li>(d) makes any arrangement or enters into a composition with creditors generally.</li> </ul>
<p><u>Section 5.5:</u> Forfeiture and cancellations</p>	<p style="text-align: center;"><i>New</i></p>	<p><u>Section 5.5:</u> Forfeiture and cancellations</p>	<p>‘(c) If any Member wilfully refuses or neglects to comply with this Constitution or is, does or fails to do any act or thing which, in the reasonable opinion of the Directors is unacceptable or prejudicial to the interests of the Company, the Director's may by resolution suspend or expel the Member from the Company.’</p> <p>‘(d) Prior to exercising the right in Rule 0, the Directors must give the Member at least 10 business days’ notice of the meeting of Directors at which that resolution is to be put and of what is alleged against them and the intended resolution. The Member must be given the opportunity of giving orally or in writing the Member's explanation or defence before the passing of such resolution.’</p>

<u>Section 5.9:</u> Membership not transferable	<i>New</i>	<u>Section 5.9:</u> Membership not transferable	'Membership of the Company is not transferable by operation of law or otherwise. All rights and privileges of membership of the Company will cease immediately upon a person ceasing to be a Member for any reason.'
<u>Section 6.3:</u> Provision of Farm Information	'Every Grower Member authorises the Company to obtain an updated copy of his/her relevant Farm Plan.'	<u>Section 6.3:</u> Provision of Farm Information	'Within 30 days of joining the Company as a Grower Member, every Grower Member must sign an Authority to the Miller that authorises the Company to obtain an updated copy of his/her relevant Farm Information(s) and productivity related data generated by the Miller in its operational activities.'
<u>Section 6.5:</u> By-Laws, Code of Conduct etc	<i>New</i>	<u>Section 6.5:</u> By-Laws, Code of Conduct etc	<p>(a) 'The Directors may at any time and from time-to-time issue and/or impose a code of conduct, rules and/or any other by-laws, regulations or standards for the Company which may deal with any matter within the power of the Directors including (without limitation):</p> <ul style="list-style-type: none"> <li>(i) the admission and/or disqualification or termination of Members;</li> <li>(ii) any fees and levies payable by Members;</li> <li>(iii) conditions of membership;</li> <li>(iv) availability of services or facilities of the Company and/or access to them by Members;</li> <li>(v) the rights attaching to membership;</li> <li>(vi) the conditions for the use or licence of any trade or other mark or property of the Company; and/or</li> <li>(vii) qualifications required for membership.'</li> </ul> <p>(b) 'The Directors may at any time and from time to time without notice:</p> <ul style="list-style-type: none"> <li>(i) vary, amend, suspend, revoke, or otherwise change any Subordinate Regulation;</li> <li>(ii) make new Subordinate Regulations,</li> </ul>

			<p>and the Subordinate Regulations for the time being in force will be binding on all Members. The Directors may distinguish between Members in the application or enforcement of any Subordinate Regulation without giving reasons and without being liable for any loss occasioned by doing so.'</p> <p>(c) 'In the event of any inconsistency or conflict between these Rules and any Subordinate Regulation, these Rules will prevail to the extent of any inconsistency or conflict.'</p>
<u>Section 7.3:</u> Appointment of Auditor	'The Company must appoint and retain a properly qualified auditor whose duties are determined in accordance with the Law. No member may act as auditor of the Company.'	<u>Section 7.3:</u> Appointment of Auditor	'The Company must appoint and retain a properly qualified auditor whose duties are determined in accordance with the Law. No individual member may act as auditor of the Company. The Company will be required to appoint a new auditor at least every 5 years.'
<u>Section 7.5:</u> Make and deal with Reserves	<i>New</i>	<u>Section 7.5:</u> Make and deal with Reserves	<p>(a) 'The Directors may:</p> <p>(i) write off from the Company's earnings any amount for loss or depreciation of any property;</p> <p>(ii) set aside any amount out of the Company's profits, as a reserve fund to meet contingencies or for repairing, improving and/or maintaining any of the Company's property and/or for any other purposes which are conducive to the interests of the Company.'</p>

<p><u>Section 8.2:</u> Notice of General Meeting</p>	<p>(a) Not less than 21 days' notice of a general meeting must be given by the Board in the form and in the manner the Board thinks fit. Notice of meetings shall be given to the Members and to such persons as are entitled under these Rules or the Law to receive notice. The non-receipt of a notice of any general meeting by, or the accidental omission to give notice to, any person entitled to notice does not invalidate any resolution passed at that meeting.</p> <p>(b) If the meeting is to be held at 2 or more places the notice is to set out details of the technology that will be used to facilitate such a meeting and any other matters required to be stated by the Law in relation to the use of such technology.</p>	<p><u>Section 8.2:</u> Notice of General Meeting</p>	<p>(a) A general meeting may only be convened by giving the Members notice of the meeting.</p> <p>(b) A notice of a general meeting does not need to be given to Members who are not entitled to notice of meetings.</p> <p>(c) A notice of a general meeting must:</p> <ul style="list-style-type: none"> <li>(i) be given at least 21 days before the date of the meeting unless otherwise agreed by all the Members entitled to notice; and</li> <li>(ii) be in the form the Board thinks fit;</li> <li>(iii) specify the place (subject to rule (e) if applicable), the options to join the meeting electronically (e.g., via telephone or audio-visual link) (if any), the date and the time of the meeting;</li> <li>(iv) describe the nature of the business to be transacted at the general meeting; and</li> <li>(v) contain any information required by the Law.</li> </ul> <p>(d) If a Member does not receive a meeting notice or the Board accidentally omit to give the Member a meeting notice, that omission will not invalidate the proceedings, or any resolution passed at the meeting.</p> <p>(e) If the meeting is to be held at 2 or more places the notice is to set out details of the technology that will be used to facilitate such a meeting and any other matters required to be stated by the Law in relation to the use of such technology.</p>
--	---	--	--

<p><u>Section 8.3:</u> Technological Meetings</p>	<p><i>New</i></p>	<p><u>Section 8.3:</u> Technological Meetings</p>	<p>(a) 'In this Constitution, for the purposes of General Meetings, <b>Technological Meeting</b> means a meeting held by method of telephone, video, any other technology (or any combination of these technologies), which permits Members at a General Meeting to see, hear and communicate at the General Meeting;</p> <p>(b) A General Meeting may be held by way of a Technological Meeting provided that:</p> <p>(i) the number of Members participating is not less than the quorum required for a General Meeting; and</p> <p>(ii) the meeting is convened and held in accordance with the Law.</p> <p>(c) Where Members are provided with an ability to attend a General Meeting by a Technological Meeting, the notice of the General Meeting will specify how Members may use technology to attend. For the avoidance of doubt nothing in this Constitution requires the Company to provide a Technological Meeting.'</p> <p>(d) 'The following provisions apply to a Technological Meeting of the Members:</p> <p>(i) all persons participating in the meeting must be linked by telephone, audio-visual or other instantaneous means for the purpose of the meeting;</p> <p>(ii) all persons participating in the meeting via technological means who are entitled to vote may do so by announcing his or her vote, or by any other method to be prepared by the Chair;</p>
---	-------------------	---	--

			<p>(iii) each of the persons taking part in the meeting must be able to hear and be heard by each of the other persons taking part at the commencement of the meeting and each person so taking part is deemed for the purposes of this Constitution to be present at the meeting;</p> <p>(iv) a person may conclusively be presumed to have been present and to always have formed part of a quorum during a Technological Meeting unless that person has previously notified the Chair of leaving the meeting; and</p> <p>(v) a minute of proceedings of a Technological Meeting is sufficient evidence of the proceedings and of the observance of all necessary formalities if the minute is certified to be a correct minute by the Chair.'</p>
<p><u>Section 9.8:</u> Voting</p>	<p>(a) Each question submitted to a general meeting is to be decided in the first instance by a show of hands of the Members present and entitled to vote. Subject to paragraph (b) of this Rule, in the case of an equality of votes, the Chairman has, both on a show of hands and at a poll, no casting vote in addition to the vote or votes to which the Chairman may be entitled as a Member or as a proxy, attorney or, if applicable, a duly appointed corporate representative of a Member.</p>	<p><u>Section 9.8:</u> Voting</p>	<p>(a) At a General Meeting, each question submitted to a General Meeting is to be decided on a show of hands unless a poll has been properly demanded or the Board has determined another method of voting (e.g., ballot or electronic means).</p> <p>(b) Subject to paragraph (c) of this Rule, in the case of an equality of votes, the Chair has, regardless of the voting type, no casting vote in addition to the vote or votes to which the Chair may be entitled as a Member or as a proxy, attorney or, if applicable, a duly appointed corporate representative of a Member.</p>

	(b) On a show of hands, where the Chairman has 2 or more appointments that specify different ways to vote on a resolution, the Chairman can vote but does not have a casting vote in the case of an equality of votes cast by Members entitled to vote at the meeting.		(c) On a show of hands, where the Chair has 2 or more appointments that specify different ways to vote on a resolution, the Chair can vote but does not have a casting vote in the case of an equality of votes cast by Members entitled to vote at the meeting.
<u>Section 10.1:</u> Voting Rights	'(c) If a Grower Member is of unsound mind or is a person whose person or estate is liable to be dealt with in any way under the law relating to mental health, his committee or trustee or such other person as properly has the management of his estate may exercise any rights of the Member in relation to a general meeting as if the committee, trustee, or other person were the Member'	<u>Section 10.1:</u> Voting Rights	'(c) If a Grower Member is of unsound mind or is a person whose person or estate is liable to be dealt with in any way under the law relating to mental health, his committee or trustee or such other person as properly has the management of his estate may exercise any rights of the Member in relation to a general meeting as if the committee, trustee, or other person were the Member. The committee, trustee, or other person must deliver certified evidence of their authority to act on behalf of the Grower Member, to the registered office, 48 hours prior to activating the affected Grower Member's rights (for example, deliver a certified copy of the Member's power of attorney or Queensland Civil and Administrative Tribunal Guardian and/or Administrator Order).'
<u>Section 11.3:</u> Grower Directors	<i>New</i>	<u>Section 11.3:</u> Grower Directors	(d) 'In the event of a "dead heat" during the Grower election for a Grower Directors position the following will occur:  (i) The poll will not be declared until Grower Director positions are filled.  (ii) The Returning Officer will contact each Grower involved in the "dead heat" for the Grower Directors positions to see if they wish to withdraw from the poll or seek a re-vote between the Growers involved.'

			<p>(iii) If a Grower withdraws from the election to poll the remaining Grower will be declared the Grower Director.</p> <p>(iv) If the Growers seek the re-vote option, the Company will hold a subsequent limited election with only the Growers in “dead heat” being voted upon by the Grower membership. The Grower with the highest number of votes in the limited election will become the appointed Grower Director.’</p>
<p><u>Section 11.3:</u> Grower Directors</p>	<p>(d) Change to (e) (e) ‘Thereafter, subject to the Law, every 3 years each Grower Director must retire prior to the Company’s annual general meeting.’ (Change to (f))  Parts f,g,h,i,j,k (Change to g,h,i,j,k,l)</p>	<p><u>Section 11.3:</u> Grower Directors</p>	<p>(e) Old (d) (f) ‘Thereafter, subject to the Law, every 4 years each Grower Director must retire prior to the Company’s annual general meeting.’ (Old e)  Parts g,h,i,j,k,l (change from f,g,h,i,j,k)</p>
<p><u>Section 11.4:</u> Mill Directors</p>	<p>‘(c) Subject to the Law, the Directors appointed to represent the Miller must retire every 3 years where such resignation takes effect upon the dissolution of the annual general meeting in the year of his/her resignation.’</p>	<p><u>Section 11.4:</u> Mill Directors</p>	<p>‘(c) Subject to the Law, the Directors appointed to represent the Miller must retire every 4 years where such resignation takes effect upon the dissolution of the annual general meeting in the year of his/her resignation.’</p>
<p><u>Section 12.3:</u> Vacation of office by Director</p>	<p>In addition to the circumstances in which the office of a Director becomes vacant by virtue of the Law and Rules 12.1 and 12.2, the office becomes vacant if that Director:</p> <p>(a) becomes of unsound mind or a person who is a patient under laws relating to mental health or whose estate is liable to be dealt with or administered in any way under the law relating to mental health; or</p>	<p><u>Section 12.3:</u> Vacation of office by Director</p>	<p>In addition to the circumstances in which the office of a Director becomes vacant by virtue of the Law and Rules <b>Error! Reference source not found.</b> and <b>Error! Reference source not found.</b>, the office of a Director becomes vacant if:</p> <p>(a) required by the Law;</p> <p>(b) the Director is removed under these Rules;</p>

	<ul style="list-style-type: none"> <li>(b) becomes an insolvent under administration, suspends payment generally to creditors or compounds with or assigns his/her estate for the benefit of creditors; or</li> <li>(c) is absent from 3 consecutive meetings of the Board without the consent of the Board and without having arranged an alternate Director; or</li> <li>(d) resigns office by notice in writing to the Company.'</li> </ul>		<ul style="list-style-type: none"> <li>(c) the Director dies or becomes mentally incapacitated, or the Director's estate is liable to be dealt with under a law relating to mental health;</li> <li>(d) the Director becomes bankrupt or makes any arrangement or composition with creditors;</li> <li>(e) the Director resigns or ceases to be a Member;</li> <li>(f) the Director is absent from 3 consecutive meetings of the Board without the consent of the Board and without having arranged an alternative Director; or</li> <li>(g) the Director holds any other office of profit under the Company, except that of managing director, without the consent of the Company in general meeting.</li> </ul>
<u>Section 13</u>	POSTAL BALLOT	<u>Section 13</u>	POSTAL OR ELECTRONIC BALLOT
<u>Section 13.1:</u> General Procedures	(a) Subject to this Rule, a postal ballot must be held for the election of Grower Directors and may be held otherwise when the Board determines so. Postal ballots must be conducted in the manner set out below. Subject to the circumstances in Rules 11.2, 11.3(a), 11.3(c) and 11.3(d), and where the Company is to have three Grower Directors, a postal ballot will not be required to elect a Grower Director:	<u>Section 13.1:</u> General Procedures	(a) Subject to this Rule, a ballot (postal or electronic) must be held for the election of Grower Directors and may be held otherwise when the Board determines so. Ballots must be conducted in the manner set out below. Subject to the circumstances in Rules <b>Error! Reference source not found.</b> , <b>Error! Reference source not found.</b> , <b>Error! Reference source not found.</b> and (d), and where the Company is to have three Grower Directors, a postal ballot will not be required to elect a Grower Director:

	<ul style="list-style-type: none"><li>(i) if 3 persons are nominated to represent the Grower Members unopposed, in which case they must be declared as having been elected;</li><li>(ii) if the Company is to have only two Grower Directors and only two persons are nominated to represent the Grower Members, in which case they must be declared as having been elected.</li></ul> <p>(b) The Board must cause the details of the proposal on which the ballot is to be held to be set in a statement and fix the dates for the forwarding of ballots to Grower Members and closing the ballot.</p> <p>(c) Every ballot must be counted by the returning officer who must be appointed by the Board.</p>		<ul style="list-style-type: none"><li>(i) if 3 persons are nominated to represent the Grower Members unopposed, in which case they must be declared as having been elected;</li><li>(ii) if the Company is to have only two Grower Directors and only two persons are nominated to represent the Grower Members, in which case they must be declared as having been elected.</li></ul> <p>(b) Subject to the Law:</p> <ul style="list-style-type: none"><li>(i) a ballot is to be conducted using such method, in such form and returnable in such manner, as decided by the Board; and</li><li>(ii) a ballot may incorporate one or more methods of electronic voting determined by the Board.</li></ul> <p>(c) The Board must cause the details of the proposal on which the ballot is to be held to be set in a statement and fix the dates for the forwarding of ballots (including electronic ballots or links to an online voting platform of the Board's choice) to Grower Members and closing the ballot.</p>
--	--	--	---

<p><u>Section 13.1:</u> General Procedures</p>	<p>(h) The Returning Officer must cause ballot papers to be prepared in or to the following effect:</p> <p><i>'Name of Company</i> ..... .</p> <p><i>Ballot of Members to decide the following proposal:</i> ..... . ..... . ..... .</p> <p><i>The ballot will close at noon on</i> .....</p> <p><i>How to Vote</i></p> <ol style="list-style-type: none"> <li>1. <i>Read these directions and the ballot paper carefully.</i></li> <li>2. <i>Complete the ballot paper.</i></li> <li>3. <i>If you are in favour of the proposal, insert 'YES' in the square in the ballot paper. If you are not in favour of the proposal insert 'NO'.</i></li> <li>4. <i>In the case of voting for a Grower Director insert a number; with 1 being the first option and so on, in order of preference.</i></li> <li>5. <i>After marking the ballot paper fold, it in half and place it in the reply paid envelope provided and seal the</i></li> </ol>	<p><u>Section 13.1:</u> General Procedures</p>	<p>(h) At least 21 days prior to the closing date of a ballot, the Returning Officer is to send ballot papers (in the form and with such content as the Board may approve including via link to electronic voting platform) to all Voting Members giving:</p> <ol style="list-style-type: none"> <li>(i) particulars of the business in relation to which the ballot is being conducted; and</li> <li>(ii) an explanation on options on how to lodge a valid vote and the majority required to pass the vote; and</li> <li>(iii) notice of the closing date and closing time of the ballot.</li> </ol>

	<p><i>envelope. The envelope is addressed to the Returning Officer. Forward this envelope either by post or personal delivery to reach the Returning Officer by noon on the date determined as the close of ballot.</i></p> <p>6. <i>The envelope will have printed on the back the name of the person voting and their contact details and a unique ID number identifying the Member. This will be populated from the Register and have the wording HCPSL Election Papers and official Company insignia present.</i></p> <p>7. <i>Unless the ballot paper is marked as indicated in 3 or 4 above and the details mentioned in 6 above are completed in full, your vote may be rejected as informal.</i></p> <p style="text-align: center;"><b>BALLOT PAPER</b></p> <p><i>Are you in favour of the proposal as mentioned above?’</i></p>		
<p><u>Section 13.1:</u> General Procedures</p>	<p>(i) Each ballot paper must be initialled by the Returning Officer. The Returning Officer must, at least 21 days before the day fixed for closing the ballot, transmit by post or otherwise deliver to every Grower Member entitled to vote in a ballot, one set of the following material:</p> <ul style="list-style-type: none"> <li>(i) one ballot paper.</li> <li>(ii) an unsealed envelope addressed to the returning officer with the Grower details and unique</li> </ul>	<p><u>Section 13.1:</u> General Procedures</p>	<p>(i) The Returning Officer must provide each Voting Member who requests a traditional postal ballot the following:</p> <ul style="list-style-type: none"> <li>(i) one ballot paper;</li> <li>(ii) an unsealed envelope addressed to the Returning Officer with the Grower details and unique identifying number on the back of the envelope;</li> <li>(iii) an unsealed envelope into which the voter must enclose the ballot paper, the reverse</li> </ul>

	<p>identifying number on the back of the envelope.</p> <p>(iii) an unsealed envelope into which the voter must enclose the ballot paper, the reverse side of which is to be prepared by the returning officer or their appointee prior to the voting papers being mailed out to the Grower Members who will be voting to show:</p> <p>(A) The official Company insignia (logo)</p> <p>(B) The words “HCPSL Ballot Papers”.</p> <p>(C) The populated details from the Register</p> <p>(D) A unique identifying number (which can be a written number or barcode) which identifies the Grower Member from the populated Register; and</p> <p>(iv) A copy of the statement (prepared by the Board) setting out the details of the proposal on which the decision of the Members is to be sought</p>		<p>side of which is to be prepared by the Returning Officer or their appointee prior to the voting papers being mailed out to the Grower Members who will be voting to show:</p> <p>A. The official Company insignia (logo)</p> <p>B. The words “HCPSL Ballot Papers.”</p> <p>C. The populated details from the Register</p> <p>D. A unique identifying number (which can be a written number or barcode) which identifies the Grower Member from the populated Register; and</p> <p>(iv) A copy of the statement (prepared by the Board) setting out the details of the proposal on which the decision of the Members is to be sought.</p>
<p><u>Section 13.1:</u> General Procedures</p>	<p>(k) The returning officer must provide a ballot box.</p> <p>(l) The ballot box must be locked immediately before the ballot papers are delivered under Rule 13.1(i) and remain locked until the close of the ballot.</p>	<p><u>Section 13.1:</u> General Procedures</p>	<p>(k) The Returning Officer must ensure the following is in place for the Voting Members who wish to submit a traditional postal ballot:</p> <p>(i) provide a ballot box; and</p>

	<p>(m) The returning officer must place the envelopes containing the ballot papers in the ballot box by noon on the day fixed for closing the ballot.</p> <p>(n) the Grower Member has not received the ballot paper, or that the ballot papers received by the Grower Member have been lost, spoiled or destroyed, and that the Grower Member has not already voted, the returning officer may issue a duplicate set of the material required under Rule 13.1(i), having endorsed any duplicate envelope with the word 'duplicate'.</p> <p>(o) Any Grower Member who makes a declaration under this subsection, which is false, in any particular material, contravenes these Rules.</p> <p>(p) Ballot papers received after noon on the day fixed for closing the ballot must not be taken into account at the ballot.</p> <p>(q) As soon as practicable after noon on that day, the returning officer in the presence of such scrutineers as may be appointed by the Board may open the ballot box and deal with the contents under Rule 13.1(r) and 13.1(s).</p> <p>(r) The Returning Officer must:</p> <p>(i) if a duplicate envelope has been issued and the original envelope is received, reject the original envelope and mark it 'rejected'; and</p> <p>(ii) according to the information on the envelope, mark for each set of voting papers returned, the voter's name on the</p>		<p>(ii) insert ballots received into the ballot box; and</p> <p>(iii) the ballot box must be locked immediately until the close of the ballot.</p> <p>(l) Upon a Grower Member making and transmitting to the Returning Officer a declaration that the Grower Member has not received the ballot paper, or that the ballot papers received by the Grower Member have been lost, spoiled or destroyed, and that the Grower Member has not already voted, the Returning Officer may issue a duplicate set of the material required under Rule 18.18.6(h) having endorsed any physical duplicate envelope with the word 'duplicate'.</p> <p>(m) Any Grower Member who makes a declaration under this subsection, which is false, in any particular material, contravenes these, Rules.</p> <p>(n) Ballot papers or electronically submitted votes or ballots received after noon on the day fixed for closing the ballot must not be considered at the ballot.</p> <p>(o) As soon as practicable after noon on the day fixed for closing the ballot, the Returning Officer shall (in the presence of such scrutineers as may be appointed by the Board) validate and count the votes (validly submitted via post or electronically) and advise the Board of:</p> <p>(i) the number of formal votes cast in favour of the proposal concerned; and</p> <p>(ii) the number of formal votes cast against the proposal concerned; and</p>
--	---	--	---

	<p>roll by drawing a line through the name; and</p> <p>(iii) if a Grower Member's name has already been crossed out on the roll, reject the postal vote and mark it 'rejected'; and</p> <p>(iv) if the envelope is not the official ballot paper return Reply Paid envelope provided in accordance with sub-clause (i) above, or if the details shown on the envelope are not enough to disclose by whom the vote is being exercised, reject the envelope and mark it 'rejected'; and</p> <p>(s) Extract the ballot papers from all unrejected envelopes, separating the contents from the envelopes in such a way that the ballot paper could not subsequently be identified with a particular voter. The ballot papers must be scrutinised by the returning officer who should supervise and reject as informal a ballot paper that:</p> <p>(i) is not duly initialled by the returning officer; or</p> <p>(ii) is so imperfectly marked that the intention of the voter cannot be ascertained by the returning officer; or</p> <p>(iii) has any mark or writing not authorised by this section which, in the opinion of the returning officer will enable any persons to identify the voter; or</p>		<p>(iii) the number of informal votes cast; and</p> <p>(iv) in the case of a ballot for the election of Grower Directors, the number of formal votes received by each nominee.</p> <p>(p) In the case of submitted physical ballots the Returning Officer must:</p> <p>(i) if a duplicate envelope has been issued and the original envelope is received, reject the original envelope, and mark it 'rejected'; and</p> <p>(ii) according to the information on the envelope, mark for each set of voting papers returned, the voter's name on the roll by drawing a line through the name; and</p> <p>(iii) if a Grower Member's name has already been crossed out on the roll, reject the postal vote, and mark it 'rejected'; and</p> <p>(iv) if the envelope is not the official ballot paper return Reply Paid envelope provided in accordance with sub-clause (i) above, or if the details shown on the envelope are not enough to disclose by whom the vote is being exercised, reject the envelope, and mark it 'rejected'; and</p> <p>(v) extract the ballot papers from all unrejected envelopes, separating the contents from the envelopes in such a way that the ballot paper could not subsequently be identified with a particular voter.</p>
--	--	--	--

	<p>(iv) has not been marked as prescribed on the ballot paper itself.</p> <p>(t) The decision of the returning officer as to the formality of any ballot paper is final and is not open to appeal.</p> <p>(u) The returning officer must count votes cast and make out and sign a statement of:</p> <ul style="list-style-type: none"> <li>(i) the number of formal votes cast in favour of each proposal; and</li> <li>(ii) the number of formal votes cast against each proposal; and</li> <li>(iii) the number of informal votes cast; and</li> <li>(iv) the proportion of the formal votes polled which were in the affirmative or the outcomes of a Grower Director election.</li> </ul> <p>(v) On the declaration of the returning officer of the result of the postal ballot the Secretary of the Company is to make an entry in the minute book showing the particulars mentioned in Rule 13.1(u)(i), (ii), (iii) and (i)</p> <p>(w) The returning officer must forward the statement to the Chairman who must announce the result of the ballot at the next general meeting.</p> <p>(x) The proposal which received the required majority of votes must be declared won. In the case of the election of Grower Directors, if candidates are competing to be elected as</p>		<p>(q) The physical ballot papers must be scrutinised by the Returning Officer who should supervise and reject as informal a ballot paper that:</p> <ul style="list-style-type: none"> <li>(i) is not duly initialled by the Returning Officer; or</li> <li>(ii) is so imperfectly marked that the intention of the voter cannot be ascertained by the Returning Officer; or</li> <li>(iii) has any mark or writing not authorised by this section which, in the opinion of the Returning Officer will enable any persons to identify the voter; or</li> <li>(iv) has not been marked as prescribed on the ballot paper itself.</li> </ul> <p>(r) The decision of the Returning Officer as to the formality of any ballot paper is final and is not open to appeal.</p> <p>(s) On the declaration of the Returning Officer of the result of the ballot the Secretary of the Company is to make an entry in the minute book showing the particulars mentioned in Rule <b>Error! Reference source not found.</b></p> <p>(t) The Returning Officer must forward the statement to the Chair who must announce the result of the ballot at the next general meeting.</p> <p>(u) The proposal which received the required majority of votes must be declared won. In the case of the election of Grower Directors, if candidates are competing to be elected as Grower</p>
--	---	--	--

	<p>Grower Directors, the candidate who receives most votes must be declared the winner.</p> <p>(y) The Returning Officer must keep all ballot papers (whether formal or otherwise) and rejected envelopes and rolls used for the conduct of the ballot, locked in the ballot box until the returning officer has been directed by the Board, in writing, that they may be destroyed.</p> <p>(z) For a postal ballot altering the Rules, the Company must cause the alteration to be notified in writing to its Members as soon as practicable after the alteration takes effect and, in any event, not later than the day notice is given to the Members of the next annual general meeting of the Company, following the taking effect of the alteration.</p>		<p>Directors, the candidate who receives most votes must be declared the winner.</p> <p>(v) The Returning Officer must keep all ballot papers/electronic voting records or data (whether formal or otherwise) and rejected envelopes and rolls used for the conduct of the ballot, locked in the ballot box until the Returning Officer has been directed by the Board, in writing, that they may be destroyed.</p> <p>(w) For a ballot altering the Rules, the Company must cause the alteration to be notified in writing to its Members as soon as practicable after the alteration takes effect and, in any event, not later than the day notice is given to the Members of the next annual general meeting of the Company, following the taking effect of the alteration.</p>
<p><u>Section 16.2:</u> Meetings by telephone or other means of communication</p>	<p>The Board may meet either in person or by telephone or by other means of communication consented to by all Directors subject to the right of a Director to withdraw his/her consent within a reasonable period before a meeting. All persons participating in the meeting must be able to hear and be heard by all other participants. A meeting conducted by telephone or other means of communication is deemed to be held at the place agreed upon by the Directors attending the meeting, provided that at least one of the Directors present at the meeting is at that place for the duration of the meeting.</p>	<p><u>Section 16.2:</u> Meetings by telephone or other means of communication</p>	<p>(a) A meeting may be held with one or more of the Directors participating by using a form of communication that allows reasonably contemporaneous and continuous communication between the Directors taking part in the meeting (<b>Telecommunications Meeting</b>).</p> <p>(b) At the commencement of a Telecommunications Meeting, each Director must announce their presence to all other persons taking part in the Telecommunications Meeting.</p> <p>(c) A Telecommunications Meeting is deemed to be held at the place agreed upon by the Directors attending the meeting, provided that at least one</p>

			<p>of the Directors present at the meeting is at that place for the duration of the meeting.</p> <p>(d) A Director who participates in a Board Meeting as allowed under Rule (a) is taken to be present at the meeting (unless that person has previously notified the Chair of leaving the meeting) and, if the Director announces their vote to the meeting (or by any other method to be prepared by the Chair), the Director is taken to have voted in person.</p> <p>(e) A minute of proceedings of a Telecommunications Meeting is sufficient evidence of the proceedings and observance of all necessary formalities if the minute is certified to a correct minute by the Chair.</p> <p>(f) A Director may not leave a Telecommunications Meeting by disconnecting his or her telephone, audio-visual or other communication equipment unless the person has previously notified the Chair.</p>
<p><u>Section 17.2:</u> Director Contracting with the Company</p>	<p>(a) Neither the holding of office as a Director nor the fiduciary relationship resulting from holding that office shall:</p> <p>(i) disqualify any Director from holding any office or place of profit (other than that of auditor) in the Company;</p> <p>(ii) disqualify any Director from entering into any arrangement, contract or dealing with the Company in any capacity;</p> <p>(iii) void or vitiate any arrangement, contract or dealing entered into by or</p>	<p><u>Section 17.2:</u> Director Contracting with the Company</p>	<p><i>Deleted</i></p>

	<p>on behalf of the Company in which a Director is any way interested; or</p> <p>(iv) render any Director or any corporation of which a Director is an officer or member or in any way interested or any partnership of which a Director is a member or in any way interested liable to account for any profit arising out of the holding of any such office or place of profit or any such arrangement, contract or dealing.</p> <p>(b) The nature of the interest of a Director must be disclosed by him/her at the meeting of the Board at which the arrangement, contract or dealing is determined by the Board, if his/her interest then exists, or, in any other case, at the meeting of the Board next following the acquisition of his/her interest.</p> <p>(c) Subject to the Law, a Director who is any way interested in any arrangement, contract or dealing as referred to in paragraph (a) of this Rule (whether existing or proposed) may vote in respect of the arrangement, contract or dealing at a meeting of the Board and may be counted in a quorum present at such meeting.</p> <p>(d) A Director may affix or attest the affixation of the Seal to any instrument or sign or execute any document notwithstanding any interest which such Director has in the subject matter of that instrument or document or any other office or place of profit held by such Director.</p>		
--	---	--	--

	<p>(e) All acts done by any meeting of the Directors or of any Committee shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any such member or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Director or subcommittee.</p>		
<p><u>Section 18:</u> INTERESTED DIRECTORS</p>	<p><i>New</i></p>	<p><u>Section 18:</u> INTERESTED DIRECTORS</p>	<p><b>18.1 Notice requirements</b></p> <p>(a) If a Director has a material personal interest in any matter that relates to the affairs of the Company, the Director must disclose that interest to the other Directors unless the Director is not required to disclose the interest in the circumstances listed in Section 191(2) of the Law.</p> <p>(b) The notice disclosing the Director’s material personal interest must:</p> <p>(i) give details of the nature and extent of the interest and how it relates to the affairs of the Company;</p> <p>(ii) be given at a Directors’ meeting as soon as practicable after the Director becomes aware of the interest; and</p> <p>(iii) be recorded in the minutes of the Directors’ meeting at which the notice is given.</p>

**18.2 Director must not vote**

A Director who has a material personal interest in any matter being considered at a Director's meeting must not be present while the matter is being considered and must not vote on the matter.

**18.3 Exception to Rule**

Regardless of Rule 0, if:

- (a) the Director is not required to disclose the interest under Section 191 of the Law;
- (b) the Director has disclosed the interest under Section 191 of the Law and the other Directors not having a material personal interest in the matter pass a resolution that:
  - (i) identifies the Director, the nature and extent of the Director's interest in the matter and its relation to the affairs of the Company; and
  - (ii) states that those Directors are satisfied that the interest should not disqualify the Director from voting on the matter or being present; or
- (c) ASIC has determined that the Director may be present and vote under Section 196 of the Law,

then the Director may be present at the meeting considering the matter and may vote in relation to it.

			<p><b>18.4 No quorum available</b></p> <p>If a quorum of Directors is not present at any meeting because of the operation of Rule 0, any Director may call a general meeting and the general meeting may pass a resolution to deal with the matter.</p> <p><b>18.5 Director not disqualified</b></p> <p>If a Director is permitted to be present and to vote by virtue of Rule 18.3:</p> <ul style="list-style-type: none"><li>(a) that Director will not be disqualified by the office from contracting with the Company either as vendor, purchaser or otherwise;</li><li>(b) no contract made by that Director with the Company and no contract or arrangement entered into by or on behalf of the Company in which that Director is in any way interested may be avoided by reason only of that Director holding that office or of the fiduciary relationship established by it;</li><li>(c) that Director will not be liable to account to the Company for any profit realised under any contract or arrangement by reason only of that Director holding the office or of the fiduciary relationship established by it;</li><li>(d) that Director may:<ul style="list-style-type: none"><li>(i) execute any deed or document on behalf of the Company; and</li><li>(ii) count in a quorum.</li></ul></li></ul>
--	--	--	---

			<p><b>18.6 Standing notice</b></p> <p>(a) A Director may give the other Directors a standing notice that:</p> <ul style="list-style-type: none"><li>(i) the Director is a director or Member of any specified company or firm and is to be regarded as interested in all subsequent transactions with that company or firm; or</li><li>(ii) the Director has any other interest in any matter,</li><li>(iii) at any time and whether or not the matter relates to the Company's affairs at the time.</li></ul> <p>(b) The notice under Rule (a) must comply with Section 192 of the Law and will only be effective if it has not expired at any relevant time.</p> <p>(c) If a notice is given in accordance with Rule (a) and the notice is effective at the relevant time, the notice will be sufficient disclosure under these Rules in relation to any contract, proposed contract or arrangement to be made by the Company.</p> <p><b>18.7 Other office may be held</b></p> <p>A Director may hold any other office or place of profit, except that of auditor, in the Company in conjunction with the directorship and may be appointed upon terms of remuneration, tenure of office and otherwise as the Directors decide.</p>
--	--	--	---

			<p><b>18.8 Professional Director may act</b></p> <p>Any Director may act in a professional capacity for the Company and will be entitled to remuneration for professional services regardless of the directorship.</p>
<p><u>Section 18:</u> Company Secretary</p>	<p>The Company Secretary holds office on such terms and conditions as to remuneration and otherwise as the Board determines.</p>	<p><u>Section 19:</u> Company Secretary</p>	<p>The Secretary holds office on such terms and conditions as to remuneration and otherwise as the Board determines. The Board may appoint a person as an additional Secretary or as acting Secretary or as a temporary substitute for the Secretary who will, for the purposes of these Rules, be deemed to be the Secretary. The Board may at any time remove or replace the Secretary.</p>
<p><u>Section 19:</u> Other Salaried Officers</p>	<p>No Content changes.</p>	<p><u>Section 20:</u> Other Salaried officers</p>	<p>No Content changes.</p>
<p><u>Section 20:</u> The Seal</p>	<p>No Content changes.</p>	<p><u>Section 21:</u> The Seal</p>	<p>No Content changes.</p>
<p><u>Section 21:</u> Minutes</p>	<p>No Content changes.</p>	<p><u>Section 22:</u> Minutes</p>	<p>No Content changes.</p>
<p><u>Section 22:</u>  Notices</p> <p><u>Section 22.2:</u> When Notice deemed to be served</p>	<p>Change of section number</p> <p>Any notice sent by post is deemed to have been served at the expiration of 48 hours after the envelope containing the notice is posted and, in proving service, it is sufficient to prove that the envelope containing the notice was properly addressed and posted. Any notice served on a Member personally or left at the Member's Registered address is deemed to</p>	<p><u>Section 23:</u>  Notices</p> <p><u>Section 23.2:</u> When Notice deemed to be served</p>	<p>Change of section number</p> <p>(a) Any notice sent by post is deemed to have been served at the expiration of 48 hours after the envelope containing the notice is posted and, in proving service, it is sufficient to prove that the envelope containing the notice was properly addressed and posted.</p>

	<p>have been served when delivered. Any notice served on a Member by email is deemed to have been served when the transmission is sent. Electronic means is deemed to be duly sent when the Company's electronic correspondence system generates a message confirming successful transmission of the total number of pages of the notice to the addressee. Any notice served on a Member by electronic means is deemed to have been served when the electronic message is sent.</p>		<p>(b) Any notice served on a Member personally or left at the Member's Registered address is deemed to have been served when delivered.</p> <p>(c) In the case of transmission by electronic mail, on the day of transmission if the electronic medium sending the notice states that the transmission was completed before 5pm on a business day, otherwise on the next business day. This method of service is effective only if the medium's report states that it was sent in full and without error and the message is not rejected or undeliverable as evidenced by a message to that effect received by the sender.</p>
<p><u>Section 23:</u> Indemnity</p>	<p>23.1 Indemnity for/in favour of Directors, Secretaries and Board Officers</p> <p>Subject to the Law, the Company must indemnify every person who is or has been a Director, Company Secretary or Company Manager of the Company against a liability:</p> <p>(a) incurred by the person acting in his/her capacity as a Director, Secretary or executive officer Company Manager to a person other than the Company or a related body corporate where the liability does not arise out of a lack of good faith;</p> <p>(b) for the costs and expenses incurred by the person:</p> <p>(i) in defending proceedings, whether civil or criminal, in which</p>	<p><u>Section 24:</u> Indemnity and Insurance</p>	<p><b>24.1 Definitions</b></p> <p>(a) For the purposes of this clause <b>Error! Reference source not found.:</b></p> <p>(i) 'Liability' means a liability of any kind (whether actual or contingent and whether fixed or unascertained) and includes costs, damages, and expenses, including costs and expenses incurred in connection with any investigation or inquiry by a government agency or a liquidator.</p> <p>(ii) 'Officer/s' has the meaning given in section 82A of the Law.</p> <p><b>24.2 Indemnity of Officers</b></p> <p>To the extent it is permitted to do so by the Law, the Company must indemnify each and every person who is or has been an Officer of the</p>

	<p>judgment is given in favour of the person or in which the person is acquitted; or</p> <p>(ii) in connection with an application, in relation to such proceedings, in which the court grants relief to the person under the Law.</p> <p><b>23.2 Indemnity to Employees</b></p> <p>Every employee who is not a Director, Company Secretary or Company Manager of the Company may be indemnified out of the property of the Company against a liability:</p> <p>(a) incurred by the employee acting in that capacity;</p> <p>(b) for the costs and expenses incurred by an employee:</p> <p>(i) in defending proceedings, whether civil or criminal, in which judgment is given in favour of the employee or in which the person is acquitted; or</p> <p>(ii) in connection with an application, in relation to such proceedings, in which the court grants relief to the employee under the Law.</p> <p><b>23.3 Personal liability of Officer</b></p> <p>If the Board or any member thereof or any officer of the Company becomes</p>		<p>Company against any Liability (other than a Liability which arises out of conduct including a lack of good faith) which that person may incur (other than to the Company or a related body corporate) by reason of being or having been an Officer or in carrying out the business or exercising the powers of the Company.</p> <p><b>24.3 Specific Indemnities</b></p> <p>(a) Without limitation to rule 24.2 to the extent that it is permitted to do so by the Law, the Company must indemnify each person who is or has been an Officer against:</p> <p>(i) any Liability (other than a Liability which arises out of conduct involving a lack of good faith) to another person (other than the Company or a related body corporate) incurred by reason of the first-mentioned person being or having been an Officer or in conducting the business or exercising the powers of the Company; and</p> <p>(ii) any Liability incurred by the first-mentioned person in defending any proceedings, whether civil or criminal, brought against that person in relation to the Company in which judgment is given in favour of that person or in which the person is acquitted, or in connection with an application in relation to such proceedings, in which the Court grants relief to that person under the Law.</p>
--	--	--	--

	<p>personally liable for the payment of any sum primarily due from the Company, the Board may execute or cause to be executed any charge or security over or affecting the whole or any part of the assets of the Company by way of indemnity to secure the persons or person so becoming liable as aforesaid from any loss in respect of such liability.</p> <p><b>23.4 Insurance</b></p> <p>(a) Subject to the Law, the Company may pay insurance premiums in respect of insurance for the benefit of every person who is or has been a Director, Company Secretary or Company Manager acting in that capacity against:</p> <ul style="list-style-type: none"> <li>(i) costs and expenses in defending any proceedings, whether civil or criminal, whatever the outcome; or</li> <li>(ii) a liability arising from negligence or other conduct not being a liability incurred by the person acting in that capacity and arising out of conduct involving a wilful breach of duty in relation to the Company or a breach of the provisions of the Law dealing with improper use of inside information or position.</li> </ul>		<p><b>24.4 Further Power to Indemnify</b></p> <p>The Company may indemnify or agree to indemnify any person (whether or not that person is or has been an Officer) to the extent permitted by the Act, and this power is not restricted by the provisions of rules 24.2 and 0.</p> <p><b>24.5 Personal liability of Officer</b></p> <p>If the Board or any member thereof or any officer of the Company becomes personally liable for the payment of any sum primarily due from the Company, the Board may execute or cause to be executed any charge or security over or affecting the whole or any part of the assets of the Company by way of indemnity to secure the persons or person so becoming liable as aforesaid from any loss in respect of such liability.</p> <p><b>24.6 Insurance</b></p> <p>(a) Subject to the Law, the Company will pay insurance premiums in respect of insurance for the benefit of every person who is or has been an Officer of the Company acting in that capacity against:</p> <ul style="list-style-type: none"> <li>(i) costs and expenses in defending any proceedings, whether civil or criminal, whatever the outcome; or</li> <li>(ii) a liability arising from negligence or other conduct not being a liability incurred by the person acting in that capacity and arising out of conduct involving a wilful breach of duty in relation to the Company or a breach of</li> </ul>
--	--	--	--

	<p>(b) The Company may pay insurance premiums in respect of insurance for the benefit of the auditor or an employee of the Company who is not a Director, Secretary or concerned in the management of the Company.</p>		<p>the provisions of the Law dealing with improper use of inside information or position.</p> <p>(b) The Company may pay insurance premiums in respect of insurance for the benefit of the auditor or an employee of the Company who is not a Director, Secretary or executive officer concerned in the management of the Company.</p> <p><b>24.7 Former Officers</b></p> <p>For the avoidance of doubt, the indemnity in favour of Officers under Rules 24.2 and 0 is a continuing indemnity. It applies in respect of all acts done by a person/s while an Officer of the Company or its wholly owned subsidiaries even though the person is not an Officer at the time the claim is made.</p> <p><b>24.8 Deeds</b></p> <p>Subject to the Law, without limiting a person's right under this rule <b>Error! Reference source not found.</b>, the Company may enter into an agreement with a person who is or has been an Officer of the Company, to give effect to the rights of the person under this rule <b>Error! Reference source not found.</b> on any terms and conditions that the Board thinks fit.</p>
--	--	--	---

<u>Section 25:</u> Directors Access to Documents	<i>New</i>	<u>Section 25:</u> Directors Access to Documents	(a) A current director of the Company (i.e., a current Grower Director or Mill Director) has a right of access to the financial records of the Company at all reasonable times.  (b) If the Board agrees, the Company must give a director or former director access to:  (i) certain documents, including documents provided for or available to the directors; and  (ii) any other documents referred to in those documents.