
Constitution of Sanford Limited

This document has been prepared in accordance with section 33(1) of the Companies Act 1993 and is a consolidated version of the constitution of Sanford Limited as adopted on 2 February 2005 and amended on 14 December 2016.

INTERPRETATION

1 Defined terms

1.1 In this constitution the following expressions have the following meanings:

Act means the Companies Act 1993;

Company means Sanford Limited;

constitution means this constitution as it may be altered from time to time in accordance with the Act;

Director means a person appointed as a director of the Company in accordance with this constitution;

NZX means New Zealand Exchange Limited, its successors and assigns and, as the context permits, includes any duly authorised delegate of NZX;

Rules means the Listing Rules applying to the NZSX market (or any successor to that market) as altered from time to time by NZX;

Share means a share in the Company;

written or in writing in relation to words, figures and symbols includes all modes of presenting or reproducing those words, figures and symbols in a tangible and visible form.

1.2 Subject to *clause 1.1*, expressions:

- (a) which are defined in the Rules (whether or not expressed with an initial capital letter) have the meanings given by the Rules.
- (b) which are defined in the Act (whether generally or for the purposes of one or more particular provisions) have the meanings given to them by the Act. Where an expression is defined in the Act more than once and in different contexts, its meaning will be governed by the context in which it appears in this constitution.

2 Construction

In this constitution:

- 2.1 headings appear as a matter of convenience and do not affect the interpretation of this constitution;
- 2.2 the singular includes the plural and vice versa, and words importing one gender include the other genders;
- 2.3 a reference to an enactment or any regulations is a reference to that enactment or those regulations as amended, or to any enactment or regulations substituted for that enactment or those regulations;

- 2.4 a reference to a Rule or the Rules includes that Rule or the Rules as from time to time amended or substituted;
- 2.5 a reference to *permitted by the Act* or *permitted by the Rules* means not prohibited by the Act or not prohibited by the Rules;
- 2.6 the Schedules form part of this constitution.

RELATIONSHIP BETWEEN CONSTITUTION AND RULES

3 Incorporation of Rules while listed

For so long as the Company is listed, this constitution is deemed to incorporate all provisions of the Rules required under the Rules to be contained or incorporated by reference in this constitution, as those provisions apply from time to time (and as modified by any ruling relevant to the Company).

4 Company must comply with Rules while listed

For so long as the Company is listed, the Company must comply with the Rules. If this constitution contains any provision inconsistent with the Rules, as modified by any ruling relevant to the Company, then the Rules prevail.

5 NZX's rulings

If NZX has granted a ruling in relation to the Company authorising any act or omission which in the absence of that ruling would be in contravention of the Rules or this constitution that act or omission will, unless a contrary intention appears in this constitution, be deemed to be authorised by the Rules and by this constitution.

6 Failure to comply with Rules has limited effect in some cases

Any failure to comply with the Rules does not affect the validity or enforceability of any transaction, contract, action or other matter whatsoever (including the proceedings of, or voting at, any meeting) done or entered into by, or affecting, the Company, except that a party to a transaction or contract who knew of the failure to comply with the Rules is not entitled to enforce that transaction or contract. This clause does not affect the rights of any holder of securities of the Company against the Company or the Board arising from failure to comply with the Rules.

SHARES AND SHAREHOLDERS

7 Company's Shares

At the time of adoption of this constitution, the Company has 95,663,717 Shares, with the rights set out in section 36 of the Act. No money is payable for calls or otherwise on those Shares.

8 Board need not comply with statutory pre-emptive rights

Section 45 of the Act does not apply to the Company.

9 Further issues of Shares do not affect rights of existing shareholders

Subject to this constitution, the Board may issue Shares that rank as to voting or distribution rights, or both, equally with or in priority to any existing Shares. Any

such issue will not be treated as an action affecting the rights attached to those existing Shares unless the terms of issue of those Shares expressly provide otherwise.

10 Consolidation and subdivision

The Board may:

10.1 consolidate and divide Shares or any class of Shares in proportion to those Shares or the Shares in that class; or

10.2 subdivide Shares or any class of Shares in proportion to those Shares or the Shares in that class.

11 Share register may be divided

The share register may be divided into 2 or more registers kept in different places.

12 Record date for shareholder voting

The Board may determine in a notice of meeting for the purpose of voting at that meeting that those registered shareholders as at 5 p.m. on a day not more than 2 working days before the meeting will be the only persons entitled to exercise the right to vote at that meeting.

13 Registration of separate parcels

A holder of securities of the Company or a transferee may request the Company to register the securities held by that person in two or more separately identifiable parcels. Where the Company agrees to such a request, the Company may, so far as it considers convenient, communicate with the holder of the securities, pay dividends and otherwise act in respect of such parcel, as if the separately identifiable parcels belonged to different persons.

15 Board may refuse or delay transfer

Subject to section 84 of the Act, the Board may refuse to register a transfer of any Share if:

15.1 the Company has a lien on the Share;

15.2 the transferor fails to produce such evidence as the Board reasonably requires to prove the title of the transfer to, or right of the transferor to transfer, the Share;

15.3 registration of the transfer (together with registration of any further transfer or transfers then held by the Company and awaiting registration) would result in less than a minimum holding of Shares of the relevant class standing in the name of the transferee; or

15.4 permitted to do so by the Rules or *clause 5* of the Fourth Schedule or for so long as the Board or the Company is in the process of exercising any of their respective powers set out in the Fourth Schedule with respect to those Shares,

provided that the Board resolves to exercise its power under this clause within 30 working days after receipt of the transfer and notice of the resolution is sent to the transferor and to the transferee within five working days of the resolution being passed by the Board.

The registration of any transfer of Shares shall not prejudice or affect in any way the powers exercisable by the Board or the Company under the Fourth Schedule or otherwise.

16 **Compulsory sale of less than minimum holdings**

16.1 The Company may at any time give notice to a security holder holding less than a minimum holding that if, at the expiration of 3 months after the date the notice is given, securities then registered in the name of the holder are less than a minimum holding the Company may sell those securities through NZX or in some other manner approved by NZX.

16.2 The Board may authorise the transfer of the securities sold under this clause to a purchaser of the securities through NZX or in some other manner approved by NZX, and the holder is deemed to have authorised the Company to act on behalf of the holder and to sign all necessary documents relating to the sale. The purchaser is not bound to see to the application of the purchase money, nor shall the title to the securities be affected by any irregularity or invalidity in the procedures under this constitution relating to the sale. The remedy of any person aggrieved by the sale is in damages only and against the Company exclusively.

16.3 The proceeds of the sale of any securities sold under this clause must be applied as follows:

- (a) first, in payment of any reasonable sale expenses.
- (b) second, in satisfaction of any unpaid calls or any other amounts owing to the Company in respect of the securities.
- (c) the residue, if any, must be paid to the person who was the holder immediately before the sale or his or her executors, administrators or assigns.

16.4 A certificate, signed by a Director that records that a power of sale under this clause has arisen and is exercisable by the Company is conclusive evidence of the facts stated in that certificate.

17 **Board may make calls on Shares**

The Board may make calls on any shareholder for any money that is unpaid on that shareholder's Shares and not otherwise payable at a specified time or times under this constitution or the terms of issue of those Shares or any contract for the issue of those Shares . The First Schedule governs calls on Shares.

18 **Forfeiture of Shares where calls or other amounts unpaid**

The Board may exercise the rights set out in the First Schedule for forfeiture of any Shares if the holder of those Shares fails to pay:

18.1 a call, or an instalment of a call, on those Shares; or

18.2 any amount that is payable under this constitution or the terms of issue of those Shares or any contract for the issue of the Shares.

19 Company's lien

The Company has a lien on Shares and dividends in respect of such Shares on the terms set out in the First Schedule.

20 Company may acquire and hold Shares

Subject to this constitution and the Rules, the Company may:

20.1 purchase or otherwise acquire Shares issued by the Company and may hold Shares as treasury stock; and

20.2 make an offer to one or more holders of Shares to acquire Shares issued by the Company in such number or proportions as it thinks fit,

in accordance with the Act and the Rules.

21 Company may issue and redeem Shares

Subject to this constitution and the Rules, the Company may:

21.1 issue or redeem redeemable Shares; and

21.2 exercise an option to redeem redeemable Shares issued by the Company in relation to one or more holders of redeemable Shares,

in accordance with the Act and the Rules.

22 Board deductions from distribution

The Board may, at its discretion, deduct from any dividend or other distribution payable to a shareholder any amount owed by the shareholder to the Company in respect of which the Company has a lien over the specific Shares on which the dividend or other distribution is payable. The Board must deduct from any dividend or other distribution payable to any shareholder any amount it is required by law to deduct, including withholding and other taxes.

23 Distributions do not bear interest

No dividend or other distribution shall bear interest against the Company unless the applicable terms of issue of an equity security expressly provide otherwise.

24 Unclaimed distributions

All dividends and other distributions unclaimed for one year after the due date for payment may be invested or otherwise made use of by the Board for the benefit of the Company until claimed. The Company shall be entitled to mingle the distribution with other money of the Company and shall not be required to hold it or to regard it as being impressed with any trust but, subject to compliance with the solvency test, shall pay the distribution to the person producing evidence of entitlement.

25 Proceedings at meetings of shareholders and interest groups

The Second Schedule governs the proceedings at meetings of shareholders. The Second Schedule also governs the proceedings of meetings of any interest group required to be held by the Act, the Rules, or this constitution, with all necessary consequential modifications, except that the quorum shall be the members of the interest group holding 5% or more of the total number of securities held by all members of that group having the right to vote at the meeting.

DIRECTORS**26 Appointment of Directors**

26.1 Any natural person who is not disqualified under the Act and, if required under the Rules, who has been nominated within the time limits under the Rules, may be appointed as a Director by an ordinary resolution of security holders.

26.2 The Board may appoint any person who is not disqualified under the Act to be a Director to fill a casual vacancy or as an addition to the existing Directors. Any Director appointed under this clause (including any person who subsequent to his or her appointment as a Director becomes an executive Director) may hold office only until the next annual meeting, and is then eligible for election, but must not be taken into account in determining the Directors who are to retire by rotation at that meeting.

26.3 The persons holding office as directors of the Company on adoption of this constitution continue in office and are deemed to have been appointed as Directors pursuant to this constitution. Similarly the chairperson of the Board continues in office and is deemed to have been appointed as chairperson pursuant to this constitution.

27 Rotation of Directors

27.1 At the annual meeting in each year at least one third of the Directors or, if their number is not a multiple of three, then the number nearest to one third, shall retire from office, but shall be eligible for re-election at that meeting. The following Directors are exempt from this particular obligation to retire:

- (a) Directors appointed by the Board pursuant to *clause 26.2* (who are offered for election under that clause); and
- (b) a Managing Director nominated by the Board.

The Directors referred to in paragraph (b) shall be included in the number of Directors upon which the calculation for the purposes of this clause is based. The Directors referred to in paragraph (a) shall be excluded from that number.

27.2 The Directors to retire at an annual meeting will be those Directors who have been longest in office since their last election. Persons who became Directors on the same day must retire in the order determined by lot, unless the Board resolves otherwise.

27.3 A retiring Director continues to hold office:

- (a) until he or she is re-elected; or
- (b) if he or she is not re-elected, until the meeting of security holders at which he or she retires (or any adjournment of that meeting) elects someone in his or her place; or
- (c) if the meeting of security holders does not elect someone in his or her place, until the end of the meeting or any adjournment of the meeting.

27.4 The security holders may by ordinary resolution fill the office vacated by a Director who is retiring in accordance with this clause by electing a person who is not disqualified under the Act to that office at the annual meeting at which the outgoing Director retires. If no new Director is elected and if the retiring Director (not being disqualified under the Act) is offering himself or herself for re-election, the retiring Director shall be deemed to be re-elected unless it is expressly resolved by ordinary resolution not to fill the vacated office or a resolution for the re-election of that Director is put to the meeting and lost.

28 **Shareholding qualification for Directors**

Each Director must hold at least 500 Shares in the Company.

29 **Election of chairperson of the Board and term of office**

29.1 The Directors may elect one of their number as chairperson and, if they so determine a deputy chairperson, of the Board.

29.2 The chairperson of the Board and, if one has been elected, the deputy chairperson of the Board holds that office until he or she vacates that office or the Directors elect a chairperson or deputy chairperson (as the case may be) in his or her place.

30 **Office of Director vacated in certain cases**

The office of Director is vacated if the person holding that office:

- 30.1 dies; or
- 30.2 is absent from consecutive meetings of the Board for more than 6 months without leave being granted by a resolution of the Board and the Board resolves that the Director has vacated office; or
- 30.3 becomes disqualified from being a director pursuant to the Act; or
- 30.4 retires from office and is not re-elected or deemed to have been re-elected under this constitution.

31 **Meetings of the Board**

The Third Schedule governs the proceedings at meetings of the Board, except where otherwise agreed by all Directors in relation to a particular meeting or meetings. The third schedule to the Act does not apply to proceedings of the Board.

32 Written resolutions of Board permitted

A written resolution signed or assented to by all of the Directors then entitled to receive notice of a meeting of the Board is as valid and effective as if it had been passed at a meeting of the Board duly convened and held.

33 Written resolutions may be in counterparts

Any written resolution may consist of several copies of the resolution, each signed or assented to by one or more of the Directors. A copy of a written resolution, which has been signed and is sent by facsimile or any similar means of communication, will satisfy the requirements of this clause.

34 Board delegates to comply with regulations

In exercising the Board's delegated powers, any committee of Directors, Director, employee, or any other person must comply with any regulations that the Board may impose.

35 Committee proceedings

The provisions of this constitution relating to meetings and proceedings of the Board also apply to meetings and proceedings of any committee of Directors, except to the extent the Board determines otherwise.

36 Reimbursement of expenses

A Director may be reimbursed for reasonable travelling, accommodation and other expenses incurred in the course of performing duties or exercising powers as a Director without requiring the prior approval of shareholders.

37 Directors may appoint and remove alternate Directors

Every Director may:

37.1 appoint any person who is not a Director and is not disqualified by the Act or this constitution from being a Director, and whose appointment has been approved in writing by a majority of the other Directors, to act as an alternate Director in his or her place either for a specified period, or generally during the absence or inability to act from time to time of such Director; and

37.2 remove his or her alternate Director from that office,

by giving written notice to that effect to the Company. A majority of the other Directors may similarly remove an alternate of a Director from that office.

38 Alternate Director has powers of appointer

While acting in the place of the Director who appointed him or her, an alternate Director:

38.1 has, and may exercise and discharge, all the powers, rights, duties and privileges of that Director (including the right to receive notice of, be counted as part of the quorum of, and participate in a meeting, of the Board, and to sign any document, including a written resolution, and to act as chairperson of the Board, but excluding the right to appoint an alternate Director);

38.2 is also subject to the same terms and conditions of appointment as that Director, except that he or she is not entitled to receive remuneration other than such proportion (if any) of the remuneration otherwise payable to his or her appointer as the appointer may direct by notice in writing to the Company.

39 Termination of appointment of alternate Director

The appointment of an alternate Director terminates automatically if the Director who appointed him or her ceases to be a Director or if an event occurs which would cause him or her to vacate office if he or she were a Director. A Director retiring by rotation and being re-elected is not to be treated as having ceased to be a Director for the purposes of this clause.

40 Board may appoint Managing Director

The Board may appoint one of the Directors to the office of Managing Director (by whatever name called) for a term not exceeding 5 years and on such other terms as the Board thinks fit. A Managing Director may be re-appointed at any time within 3 months before expiry of a term of appointment for a further period not exceeding 5 years, and may be re-appointed for a further term of 5 years in the same manner. Subject to the terms of any agreement entered into between the Board and the Director concerned, the Board may revoke the appointment. The appointment of a Managing Director shall terminate automatically if he or she ceases to be a Director.

41 Remuneration of Managing Director

A Managing Director will receive in addition to remuneration for services as a Director such remuneration and benefits as the Board may determine.

42 Powers conferred on Managing Director

Subject to the restrictions on delegation in the Act, the Board may:

42.1 confer on a Managing Director any of the powers exercisable by the Board; and

42.2 without affecting the powers of a Managing Director to act as a member of the Board, impose such terms and conditions and such restrictions as the Board thinks fit; and

42.3 alter or revoke any of the powers it confers under this clause.

43 Managing Director has no power to appoint alternate Managing Director

The power to appoint an alternate Director conferred on Directors by this constitution does not confer on any Managing Director the power to appoint an alternate Managing Director.

GENERAL

44 Company may indemnify directors and employees for certain liabilities

The Company shall indemnify a director or employee of the Company or a related company for any liability or costs for which a director or employee may be

indemnified under the Act. The Board may determine the terms and conditions of such an indemnity.

45 **Company may effect insurance for directors and employees**

The Company may, with the prior approval of the Board, effect insurance for a director or employee of the Company or a related company for any liability or costs for which a company may effect insurance for a director or employee under the Act. The Board may determine the amounts and the terms and conditions of any such insurance.

46 **Manner of execution of deeds**

An obligation which, if entered into by a natural person, would, by law, be required to be by deed, may be entered into on behalf of the Company in writing signed under the name of the Company by two or more Directors, or a Director or any other person authorised by the Board whose signature must be witnessed, or one or more attorneys appointed by the Company or as otherwise permitted by the Act.

47 **Distribution of surplus assets in kind**

If the Company is liquidated the liquidator may, with the approval of shareholders by special resolution, but subject to any other sanction required by the Act:

47.1 divide among the shareholders in kind the whole or any part of the surplus assets of the Company and for that purpose the liquidator may:

- (a) fix such values for surplus assets as the liquidator considers to be appropriate, and
- (b) determine how the division will be carried out as between shareholders or different classes of shareholder;

and

47.2 vest the whole or any part of any such surplus assets in trustees upon such trusts for the benefit of such of those shareholders as the liquidator thinks fit,

but so that no shareholder is compelled to accept any shares or other securities on which there is any liability.

FIRST SCHEDULE: CALLS, FORFEITURE AND LIENS**INTERPRETATION****1 Construction**

Unless stated otherwise, references to clauses are references to clauses in this Schedule.

CALLS ON SHARES**2 Shareholders must pay calls**

Every shareholder on receiving at least 10 working days' notice specifying the time or times and the place of payment must pay, in accordance with that notice, the amount called to be paid in respect of any Shares that shareholder holds. The Board may revoke or postpone a call, or require a call to be paid by instalments.

3 Call made when Board resolution passed

A call is regarded as having been made at the time when the Board resolution authorising the call was passed.

4 Joint holders are jointly and severally liable

The joint holders of a Share are jointly and severally liable to pay all calls for that Share.

5 Unpaid calls will accrue interest

If an amount called is not paid in full at the time specified for payment, the person from whom the amount is due must pay the Company interest on the amount that remains unpaid at a rate determined by the Board and calculated from the time specified for payment until the day of actual payment. Subject to the Rules, the Board may waive some or all of the payment of that interest.

6 Amounts payable under terms of issue treated as calls

Any amount that becomes payable on issue or at any specified date under this constitution or under the terms of issue of Shares or under a contract for the issue of Shares, will be regarded as being a call duly made and payable on the specified date. If the payment is not made, the relevant provisions of this constitution will apply as if the amount had become payable by virtue of a call made in accordance with this constitution.

7 Board may differentiate between shareholders as to calls

On the issue of Shares, the Board may differentiate between shareholders as to the amount of calls to be paid and the times of payment.

8 Board may accept payment in advance for calls

- 8.1 Where a shareholder is willing to advance some or all of the money unpaid and uncalled on any Share of that shareholder, the Board may accept the amount advanced on the Company's behalf. The Board may pay interest on that amount at a rate agreed between the Board and that shareholder for the period between the date that the amount is accepted and the date that the amount becomes payable pursuant to a call or the date specified for its payment.

- 8.2 The Board may at any time repay to any shareholder the whole or any portion of any money so advanced upon giving that holder at least 10 working days' notice in writing and as from the date of such repayment interest (if any) shall cease to accrue on the money so repaid.
- 8.3 A shareholder is not entitled as of right to any payment of interest on any amount so paid in advance and the Board may decline to pay any interest. Any amount so paid in advance must not be taken into account in ascertaining the amount of any dividend or other distribution payable upon the Shares concerned.

FORFEITURE OF SHARES

- 9 **Board may by notice require forfeiture of Shares if calls unpaid**
The Board may during the time that a call, instalment, or other amount remains unpaid on a Share, serve a notice on the holder of that Share requiring payment of the unpaid call, instalment, or other amount, together with any accrued interest and any expenses incurred by the Company by reason of non-payment.
- 10 **Notice of forfeiture must satisfy certain requirements**
The notice served on a shareholder under *clause 9* must specify a date not earlier than 10 working days after the date the notice is served by which the payment is to be made. The notice must also state that in the event of non-payment by the appointed time, the Shares to which the call, instalment, or other amount relates, will be liable to be forfeited by the shareholder.
- 11 **Failure to comply with notice may lead to forfeiture**
Where a valid notice under *clause 9* is served on a shareholder and the shareholder fails to comply with the notice, then the Board may resolve that any Share for which that notice was given and all distributions authorised and not paid before the notice was served be forfeited.
- 12 **Board may deal with forfeited Share**
A forfeited Share may be sold or otherwise disposed of on such terms and in such manner as the Board thinks fit. However, the Board may cancel the forfeiture at any time before the sale or other disposition on such terms as the Board thinks fit if the call, instalment or other amount which remains unpaid on the Share is paid.
- 13 **Shareholder whose Shares are forfeited loses rights**
A person whose Shares have been forfeited immediately ceases to be a shareholder in respect of those Shares notwithstanding any other provision of this constitution, and remains liable to pay the unpaid amount that the shareholder owes the Company, but that liability shall cease if the Company receives payment in full of all money owing for those Shares.
- 14 **Evidence of forfeiture**
A certificate signed by a Director that a Share has been duly forfeited on a stated date is conclusive evidence of the facts stated in that certificate.
- 15 **Company may sell forfeited Share**
The Company may receive the consideration, if any, given for a forfeited Share following a sale or disposition, and may execute a transfer of the Share in favour

of the person to whom the Share is sold or disposed of, and register that person as the holder of the Share. That person is not bound to see to the application of the purchase money, if any, nor is the title to the Share affected by any irregularity or invalidity in the procedures under this constitution in respect of the forfeiture, sale or disposal of that Share. Any residue after satisfaction of unpaid calls, instalments, premiums or other amounts and interest, and expenses, shall be paid to the previous holder, or to his or her executors, administrators or assigns.

LIEN ON SHARES

16 Company's lien

The Company has a lien, ranking in priority over all other equities, on:

16.1 all Shares registered in the name of a shareholder; and

16.2 all dividends authorised in respect of such Shares; and

16.3 the proceeds of sale of such Shares,

for:

16.4 unpaid calls and instalments payable in respect of any such Shares; and

16.5 interest on any such calls or instalments; and

16.6 sale expenses owing to the Company in respect of any such Shares; and

16.7 any amounts that the Company may be called on to pay under any statute, regulation, ordinance or other legislation in respect of the Shares of that shareholder, whether the period for payment has arrived or not.

17 Waiver of lien

Registration of a transfer of Shares on which the Company has any lien will operate as a waiver of the lien, unless the Company gives notice to the contrary to the transferee prior to registration.

18 Company may sell Share on which it has a lien

The Company may sell a Share on which it has a lien in such manner as the Board thinks fit, where:

18.1 the lien on the Share is for a sum which is presently payable; and

18.2 the registered holder of the Share, or the person entitled to it on his or her death or bankruptcy, has failed to pay that sum within 10 working days after the Company has served that registered holder written notice demanding payment of that sum.

19 Company may transfer Share and apply proceeds

19.1 The Company may receive the consideration given for a Share sold under *clause 18*, and may execute a transfer of the Share in favour of the person to

whom the Share is sold, and register that person as the holder of the Share discharged from all calls due prior to the purchase.

- 19.2 The purchaser is not bound to see to the application of the purchase money, and the purchaser's title to the Share is not affected by any irregularity or invalidity in the proceedings relating to the sale. The remedy of any person aggrieved by the sale shall be in damages only and against the Company exclusively.
- 19.3 The Company must apply the sale proceeds in payment of the sum presently payable on the lien, and the balance, if any, shall (subject to a like lien for sums not presently payable that existed upon the Share before the sale) be paid to the person who held the Share immediately before the date of sale or to his or her executors, administrators or assigns.

SECOND SCHEDULE: PROCEEDINGS AT MEETINGS OF SHAREHOLDERS**INTERPRETATION****1 Construction**

- 1.1 Unless stated otherwise, references to clauses are references to clauses in this Schedule.
- 1.2 A reference in this Schedule to a shareholder present at a meeting or entitled to vote at a meeting includes a reference to a proxy of a shareholder, a representative of a corporate shareholder, an attorney of a shareholder, and any person who may lawfully act on behalf of a shareholder.

NOTICE**2 Written notice must be given to shareholders, Directors and auditors**

Written notice of the time and place of a meeting of shareholders must be sent to every shareholder entitled to receive notice of the meeting and to every Director and any auditor of the Company not less than 10 working days before the meeting.

3 Notice must state nature of business

The notice must:

- 3.1 state the nature of the business to be transacted at the meeting in sufficient detail to enable a shareholder to form a reasoned judgment in relation to it; and
- 3.2 state the text of any special resolution to be submitted to the meeting; and
- 3.3 contain or be accompanied by sufficient explanation to enable a reasonable person to understand the effect of the resolutions proposed in the notice; and
- 3.4 for so long as the Company is listed, comply with the requirements of the Rules.

4 Proxy form must be sent with notice

A proxy form must be sent by mail or electronically with each notice of meeting.

5 Irregularities in notice may be waived

Any irregularity in a notice of a meeting is waived if all the shareholders entitled to attend and vote at the meeting attend the meeting without protest as to the irregularity or if all such shareholders agree to the waiver.

6 Company's accidental failure to send notice does not invalidate meeting

The accidental omission to send notice of a meeting to, or the failure to receive notice by, any person entitled to that notice, does not invalidate the proceedings at that meeting.

7 Notice of an adjournment

- 7.1 If a meeting is adjourned for less than 30 days no notice of the time and place of the adjourned meeting need be given other than by announcement at the meeting from which the adjournment took place.
- 7.2 If a meeting is adjourned for 30 days or more, notice of the adjourned meeting must be given in the same way as notice was given of the meeting from which the adjournment took place.

MEETING AND QUORUM**8 Methods of holding meetings**

A meeting of shareholders may be held either:

- 8.1 by a number of shareholders, who constitute a quorum, being assembled together at the place, date and time appointed for the meeting; or
- 8.2 by means of an audio, audio and visual, or electronic communication, to the extent permitted by the Act and the Rules, by which all shareholders participating and constituting a quorum can simultaneously hear each other throughout the meeting; or
- 8.3 by a combination of both the methods described in *clauses 8.1* and *8.2* above.

The Company is not required to hold meetings of shareholders in the manner specified in *clause 8.2* or *8.3*. Meetings will be held in that manner only if the notice of meeting so specifies or the Board otherwise decides that the Company should do so. To avoid doubt, a shareholder participating in a meeting by means of audio, audio and visual, or electronic communication is present at the meeting and part of the quorum.

9 Business to be transacted only if a quorum is present

Subject to *clauses 11* and *12*, business may be transacted at a meeting of shareholders only if a quorum is present at the time when the meeting proceeds to business.

10 Quorum for shareholders' meeting

A quorum for a meeting of shareholders is present if 5 or more shareholders are present having the right to vote at the meeting.

11 Meeting convened at shareholders' request dissolved if no quorum

If a quorum is not present within 30 minutes after the time appointed for the meeting convened on the written request of shareholders holding Shares together carrying at least 5 percent of the voting rights entitled to be exercised, the meeting will be dissolved automatically.

12 Other meetings to be adjourned if no quorum

If a quorum is not present within 30 minutes after the time appointed for a meeting (other than a special meeting convened under the Act or a meeting of an interest group), the meeting will be adjourned to the same day in the following

week at the same time and place, or to such other day, time, and place as the Directors may appoint. If at the adjourned meeting a quorum is not present within 30 minutes after the time appointed for the meeting, the shareholders present will constitute a quorum.

CHAIRPERSON

13 Chairperson of Board to be chairperson of meeting

The chairperson of the Board, if one has been elected by the Directors and is present at a meeting of shareholders, will chair the meeting.

14 Directors may elect chairperson if chairperson of Board not available

If no chairperson of the Board has been elected or, if at any meeting of shareholders the chairperson of the Board is not present within 15 minutes of the time appointed for the commencement of the meeting or is unwilling to act, the deputy chairperson of the Board (if any) shall be the chairperson, or failing him or her, the Directors present may elect one of their number to be chairperson of the meeting.

15 As a last resort shareholders may elect chairperson

If at any meeting of shareholders, no Director is willing to act as chairperson or if no Director is present within 15 minutes of the time appointed for the commencement of the meeting, the shareholders present may elect one of their number to be chairperson of the meeting.

16 Chairperson's power to adjourn meeting

The chairperson of a meeting at which a quorum is present:

16.1 may adjourn the meeting with the consent of the shareholders present who are entitled to attend and vote at that meeting; and

16.2 must adjourn the meeting if directed by the meeting to do so.

The only business that may be transacted at any adjourned meeting is the business left unfinished at the meeting from which the adjournment took place.

17 Chairperson may dissolve or adjourn unruly meetings

The chairperson may adjourn or dissolve the meeting if in his or her opinion the meeting has become so unruly, disorderly or inordinately protracted, that the business of the meeting cannot be conducted in a proper and orderly manner. The chairperson may exercise this power without the consent of the meeting and without giving reasons.

18 Dissolved meetings - unfinished business

If the chairperson proposes to dissolve a meeting pursuant to *clause 17*, and there is any item of unfinished business of the meeting which in his or her opinion requires to be voted upon, then that item shall be dealt with by the chairperson directing it to be put to the vote by a poll without further discussion.

VOTING

19 **Voting by show of hands or voice vote at meeting**

In the case of a meeting of shareholders held under *clause 8.1*, unless a poll is demanded, voting at the meeting will be by a show of hands or by voice vote, as the chairperson may determine.

20 **Voting by voice if audio-conference meeting**

In the case of a meeting of shareholders held under *clause 8.2* or *8.3*, unless a poll is demanded, voting at the meeting will be by any method permitted by the chairperson of the meeting.

20A **Voting by electronic means**

To the extent permitted by the Act and the Rules, the Company may allow shareholders to vote by signifying their assent or dissent by electronic means (including, for the avoidance of doubt, voting on a personal computer, with such vote being transmitted to the meeting), instead of the shareholder voting by another method permitted by the Act or this constitution.

21 **Votes of joint holders**

Where two or more persons are registered as the holders of a Share, the vote of the person named first in the share register and voting on a matter must be accepted to the exclusion of the votes of the other joint holders.

22 **Shareholder loses certain voting rights if calls unpaid**

If a sum due to the Company in respect of any Share registered in a shareholder's name has not been paid then that Share may be voted at a meeting of an interest group but not at any other meeting of shareholders.

23 **Chairperson not allowed casting vote**

In the case of an equality of votes, whether on a show of hands, voice vote or on a poll, the chairperson does not have a casting vote.

24 **Chairperson's declaration of result**

Unless a poll is demanded, a declaration by the chairperson of the meeting that a resolution on a show of hands or voice vote or by such other manner as the chairperson may have decided under *clause 20* is carried by the requisite majority or lost, shall be conclusive evidence of that fact.

POLLS

25 **Poll may be demanded by chairperson or shareholder**

At a meeting of shareholders, a poll may be demanded, either before or after a vote by show of hands or voice vote, by:

25.1 the chairperson, at his or her absolute discretion; or

25.2 at least 5 shareholders having the right to vote at the meeting; or

- 25.3 a shareholder or shareholders having the right to exercise at least 10 percent of the total votes entitled to be exercised on the business to be transacted at the meeting; or
- 25.4 a shareholder or shareholders holding Shares that confer a right to vote at the meeting and on which the total amount paid up is at least 10 percent of the total amount paid up on all the Shares that confer that right.
- 26 **Time at which polls to be taken**
A poll demanded on the election of a chairperson of a meeting or on a question of adjournment must be taken immediately. A poll demanded on any other question is to be taken at such time as the chairperson of the meeting directs. The meeting may proceed to deal with any business other than that upon which a poll has been demanded pending the taking of the poll.
- 27 **Counting votes cast in a poll**
If a poll is taken, votes must be counted according to the votes attached to the Shares of each shareholder present and voting.
- 28 **Declaration of poll result**
- 28.1 The chairperson of the meeting may declare the result of a poll either at or after the meeting, and when the outcome of the poll is known, may do so regardless of whether all votes have been counted.
- 28.2 The result of a poll declared by the chairperson of the meeting will be treated as the resolution of the meeting at which the poll was demanded on the issue for which the poll was taken.
- 29 **Proxy allowed to demand a poll**
The instrument appointing a proxy to vote at a meeting confers authority to demand, or join in demanding a poll, and a demand by a person as proxy for a shareholder has the same effect as a demand by the shareholder.
- 30 **Auditor of Company to be scrutineer**
The auditor of the Company (including employees and agents of the auditor) for the time being, or if the auditor of the Company is unable or unwilling to act, then such person as the chairperson nominates, shall act as scrutineer for the purposes of a poll.

SHAREHOLDER PROPOSALS

- 31 **Shareholder proposals by written notice**
A shareholder may give written notice to the Board of a matter the shareholder proposes to raise for discussion or resolution at the next meeting of shareholders at which the shareholder is entitled to vote. The provisions of *clause 9* of the first schedule to the Act apply to any notice given pursuant to this clause.

PROXIES

32 Proxies permitted

A shareholder may either exercise the right to vote by being present in person or represented by proxy.

33 Proxy to be treated as shareholder

A proxy for a shareholder is entitled to attend and be heard at a meeting of shareholders as if the proxy were the shareholder.

34 Appointment of proxy must be in writing or approved electronic format and specify restrictions

34.1 A proxy must be appointed by a notice in writing that is signed by, or in the case of an electronic notice, sent by the shareholder, or by appointing the proxy online as per the Company's instructions in a notice of meeting, and the notice must state whether the appointment is for a particular meeting or a specified term. A proxy need not be a shareholder of the Company.

34.2 A shareholder may appoint more than one proxy for a particular meeting, provided that more than one proxy is not appointed to exercise the rights attached to a particular Share held by the shareholder.

35 Notice of proxy to be produced at least 48 hours before meeting

No appointment of a proxy is effective in relation to a meeting unless a copy of the notice of appointment is produced to the Company at least 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the notice proposes to vote. If the written notice appointing a proxy is signed under power of attorney, a copy of the power of attorney (unless already deposited with the Company) and a signed certificate of non-revocation of the power of attorney must accompany the notice.

36 Form of notice of proxy

36.1 A notice appointing a proxy shall be in such form as the Board may direct.

36.2 Proxy forms must provide for two-way voting on all resolutions, enabling the shareholder to instruct the proxy as to the casting of the vote, and must not be sent with any name or office (e.g. "chairman of directors") filled in as proxy holder.

36.3 So far as reasonably practicable, resolutions must be framed in a manner which facilitates two way voting instructions for proxy holders.

37 Vote by proxy valid where no notification before meeting of disqualified proxy

Where:

37.1 the shareholder has died or become incapacitated; or

37.2 the proxy, or the authority under which the proxy was executed, has been revoked; or

- 37.3 the Share in respect of which the notice of proxy is given has been transferred, before a meeting at which a proxy exercises a vote in terms of a notice of proxy but the Company does not receive written notice of that death, incapacity, revocation, or transfer before the start of the meeting, the vote of the proxy is valid.

POSTAL VOTES

38 Postal votes are permitted

A shareholder may exercise the right to vote at a meeting by casting a postal vote and, the provisions of clause 7 of the first schedule to the Act shall apply, with such modifications (if any) as the Board thinks fit.

38A Postal votes are permitted

To avoid doubt, a postal vote may be cast using electronic means permitted by the Board.

CORPORATE REPRESENTATIVES

39 Corporations may act by representative

A body corporate which is a shareholder may appoint a representative to attend any meeting of shareholders on its behalf in the same manner as that in which it could appoint a proxy. The representative shall be entitled to attend and be heard at a meeting of shareholders as if the representative were the shareholder.

MINUTES

40 Board must keep minutes of proceedings

The Board must ensure that minutes are kept of all proceedings at meetings of shareholders and that a record is kept of all written resolutions of shareholders. Minutes which have been signed correct by the chairperson of the meeting are evidence of the proceedings at the meeting unless they are shown to be inaccurate.

OTHER PROCEEDINGS

41 Chairperson may regulate other proceedings

Except as provided in this Schedule, the chairperson of a meeting of shareholders may regulate the proceedings at the meeting.

42 Shareholder participation by electronic means

- 42.1 For the purposes of this schedule, a shareholder, or the shareholder's proxy or representative, may participate in a meeting by means of audio, audio and visual, or electronic communication if:

- (a) the Board approves those means; and
- (b) the shareholder, proxy, or representative complies with any conditions imposed by the Board in relation to the use of those means (including for example, conditions relating to the identity of the shareholder, proxy, or representative and that persons approval or authentication (including

electronic authentication) of the information communicated by electronic means).

42.2 To avoid doubt, participation in a meeting includes participation in any manner specified in this schedule or permitted by the constitution.

THIRD SCHEDULE: PROCEEDINGS OF THE BOARD

NOTICE OF MEETING

1 **Director's power to convene meetings**

A Director, or any other person at the request of a Director, may convene a meeting of the Board by giving notice in accordance with this Schedule.

2 **Notice to be sent to Director's address**

The notice of meeting must be a written notice delivered by hand to the Director, or sent to the address or facsimile number, or an electronic mail message sent to the electronic mail address, which the Director provides to the Company for that purpose, or if an address or facsimile number, or electronic mail address, is not provided, then a written notice to his or her last place of employment or residence or facsimile number known to the Company.

3 **Notice to contain certain details**

The notice of meeting must include the date, time and place of the meeting and an indication of the matters to be discussed in sufficient detail to enable a reasonable Director to appreciate the general import of the matters.

4 **Period of notice required to be given to Directors**

At least two clear days' notice of a meeting of the Board must be given unless the chairperson (or, in the chairperson's absence from New Zealand, the deputy chairperson (if any), and in the deputy chairperson's absence, any other Director) believes it is necessary to convene a meeting of the Board as a matter of urgency, in which case shorter notice of the meeting of the Board may be given, so long as at least two hour's notice is given. Any such shorter notice may be given by telephone communication to each Director at the telephone number provided to the company by each Director provided that written notice shall be given to the Directors within the shorter notice period where it is practicable to do so.

5 **Absent Directors**

If a Director, who is for the time being absent from New Zealand, supplies the Company with a facsimile number or address or electronic mail address to which notices are to be sent during his or her absence, then notice must be given to that Director. Otherwise notice need not be given to any Director for the time being absent from New Zealand. However, if he or she has an alternate Director who is in New Zealand, then notice must be given to that person.

6 **Directors may waive irregularities in notice**

Any irregularity in the notice of a meeting, or failure to comply with *clauses 1 to 5* of this Schedule is waived if all Directors entitled to receive notice of the meeting attend the meeting without protest as to the irregularity or failure, or if all Directors entitled to receive notice of the meeting agree to the waiver.

MEETING AND QUORUM

7 **Methods of holding meetings**

A meeting of the Board may be held either:

- 7.1 By a number of Directors who constitute a quorum, being assembled together at the place, date and time appointed for the meeting; or
- 7.2 By means of audio, or audio and visual, communication by which all Directors participating can simultaneously hear each other throughout the meeting; or
- 7.3 By a combination of the methods described in *clauses 7.1 and 7.2*.

8 **Quorum for Board meeting**

Unless otherwise determined by the Board, the quorum necessary for the transaction of business at a meeting of the Board is 3 Directors. No business may be transacted at a meeting of the Board unless a quorum is present.

9 **Meeting adjourned if no quorum**

If a quorum is not present within 30 minutes after the time appointed for a meeting of the Board, the chairperson will adjourn the meeting to a specified day, time and place, the day being within the next 2 days. If no such adjournment is made the meeting will be adjourned automatically until the following working day at the same time and place. If at the adjourned meeting a quorum is not present within 30 minutes from the time appointed for the meeting, the Directors present will constitute a quorum.

CHAIRPERSON

10 **Chairperson to chair meetings**

The chairperson or, in the absence of the chairperson, the deputy chairperson of the Board will chair all meetings of the Board. If no chairperson or deputy chairperson is elected, or if at a meeting of the Board the chairperson or deputy chairperson is not present within 15 minutes after the time appointed for the commencement of the meeting, then the Directors present may elect one of their number to be chairperson of the meeting.

VOTING

11 **Voting on resolutions**

Each Director has one vote. A resolution of the Board is passed if it is agreed to by all Directors present without dissent or if a majority of the votes cast on it are in favour of it. A Director must not vote where that Director is not permitted to vote by the Rules or this constitution. A Director present at a meeting of the Board may abstain from voting on a resolution, and any Director who abstains from voting on a resolution will not be treated as having voted in favour of it for the purposes of the Act.

12 Chairperson does not have a casting vote in some cases

The chairperson of the Board has a casting vote, except in the case of an equality of votes where two Directors form a quorum, the chairperson at a meeting at which only two Directors are present does not have a casting vote.

MINUTES**13 Board must keep minutes of proceedings**

The Board must ensure that minutes are kept of all proceedings of meetings of the Board. Minutes which have been signed correct by the chairperson of the meeting are evidence of the proceedings at the meeting unless they are shown to be inaccurate.

OTHER PROCEEDINGS**14 Board may regulate other proceedings**

Except as set out in this Schedule, the Board may regulate its own procedure.

FOURTH SCHEDULE: OWNERSHIP RESTRICTIONS

INTERPRETATION

1 Definitions

In this Schedule, unless the context otherwise requires:

Affected Shares means any Shares held by a Shareholder that the Board has determined are "Affected Shares" under *clause 8.1* because (in the opinion of the Board):

- (a) the receipt by the Shareholder of those Shares; or
- (b) any matter which has arisen since the receipt by the Shareholder of those Shares and Concerns those Shares and/or that Shareholder,

has resulted in the Company Breaching the Overseas Ownership Threshold (and, where that Shareholder holds more Shares of the relevant class than the number determined to be Affected Shares, means the number of such Shares which the Board considers to be the number of Affected Shares held by that Shareholder) – but shall not include any such Shares:

- (c) which have been transferred to a Non-Overseas Person in accordance with *clause 9.1(b)* or *9.2(b)*; or
- (d) in respect of which the relevant notice given by the Board under *clause 8.4* is withdrawn;

Breach the Overseas Ownership Threshold means:

- (a) to exceed the Overseas Ownership Threshold; or
- (b) to the extent that the Company has, at the relevant time, already exceeded the Overseas Ownership Threshold, to exceed the Overseas Ownership Threshold to a greater extent,

and *Breached the Overseas Ownership Threshold* has a corresponding meaning;

Final Notice Recipient has the meaning given to that term in *clause 8.1*;

Inadequate Discloser has the meaning given in *clause 7.1*;

Initial Notice Recipient has the meaning given to that term in *clause 7*;

Legislative Limit means the maximum aggregate percentage of Shares that can be owned or controlled by Overseas Persons without the Company itself being an Overseas Person;

Nominee has the meaning given to that term in the Overseas Investment Act (and includes any replacement term to similar effect or meaning in that act);

Non-Overseas Person means any person that is not an Overseas Person;

Overseas Investment Act means the Overseas Investment Act 2005 and all regulations under it, and includes any replacement or successor legislation and regulations under it;

Overseas Ownership Threshold means 90% of the Legislative Limit, or any such higher percentage (which, to avoid doubt, may exceed 100% - for example, in the event of a relevant regulatory exemption applying to the Company) as may be determined by the Board from time to time for so long as that determination remains in effect;

Overseas Person has the meaning given to that term in the Overseas Investment Act (and includes any replacement term to similar effect or meaning in that act);

Proposed Recipient has the meaning given to that term in *clause 3.2*;

Representations has the meaning given to that term in *clause 7.6*;

Required Disclosure has the meaning given to that term in *clause 3*; and

Shareholder means the registered holder of any Shares.

2 **Construction**

In this Schedule, unless the context requires otherwise:

2.1 information "Concerns":

- (a) a Shareholder if it relates, directly or indirectly, and in any way whatsoever, to any matter which has or may have the effect of meaning that that Shareholder is an Overseas Person or a Nominee;
- (b) any Share if it relates, directly or indirectly, and in any way whatsoever, to any matter which has or may have the effect of meaning that that Share is held by an Overseas Person or a Nominee;

2.2 Shares shall be deemed to be held by an Overseas Person if held by a Nominee (and any such Nominee shall be deemed to be an Overseas Person to the extent of that holding);

2.3 capitalised terms which are not otherwise defined in this Schedule have the meanings given to them in the constitution of which this Schedule forms part; and

2.4 a reference to a clause is reference to a clause in this Schedule.

POWER TO REQUIRE DISCLOSURE

3 **Registered holders to provide information**

The Board may, by notice in writing, require:

3.1 any Shareholder; or

- 3.2 any proposed recipient of Shares (whether intended to receive Shares by way of transfer, transmission, operation of law or issue) (*Proposed Recipient*),

to lodge with the Company within 15 working days of the date of the notice a statutory declaration (or other disclosure or documentary evidence as may be required by the Board) giving such information Concerning the Shareholder and/or any Shares held by that Shareholder as the Board may require for the purposes of determining whether circumstances have arisen which may entitle it to exercise, and/or whether to exercise, its powers under this Schedule (*Required Disclosure*). The information that the Board may request be disclosed in a Required Disclosure includes (but is not limited to):

- 3.3 the number and class of Shares of which the:
- (a) Shareholder is the registered holder; or
 - (b) Proposed Recipient will, if the relevant Shares are registered in the Proposed Recipient's name, become the registered holder,
- as applicable;
- 3.4 whether (and, if so, why) the Shareholder or Proposed Recipient (as applicable) is, or is reasonably likely to become (for any reason whatsoever), an Overseas Person or a Nominee; and
- 3.5 such other information as the Board may require for the purposes of determining whether to exercise powers under this Schedule.

4 **Disclosure register**

The Company must:

- 4.1 keep a register containing all information obtained by it from notices, statutory declarations and other documentary evidence provided to it under *clause 3*; and
- 4.2 ensure that the information stored in the register referred to in *clause 4.1* is kept confidential to:
- (a) the Company (and its Directors, officers, employees, agents and advisers); and
 - (b) any person nominated by the Board for the purposes of maintaining the register or exercising any of the Board's or the Company's powers under this Schedule.

REFUSAL TO REGISTER SHARE TRANSFERS

5 **Power to refuse to register**

In addition to any other grounds the Board may have (whether under this constitution or otherwise) for declining to register any transfer of Shares, the Board may decline to register a transfer of Shares:

- 5.1 if the Board has required the Proposed Recipient under *clause 3* to lodge a Required Disclosure with the Company and that Required Disclosure has:
- (a) not been received by the Company from the Proposed Recipient within 15 working days of the date of the notice; or
 - (b) been received by the Company but has not been completed to the satisfaction of the Board or, in the opinion of the Board, is or may be materially incorrect or misleading or otherwise unsatisfactory; or
- 5.2 if the Board knows or believes that the transfer of those Shares to the Proposed Recipient will or is likely to cause the Company to Breach the Overseas Ownership Threshold,

and the Board resolves to exercise its powers under this clause within 30 working days after receipt or presentation of the relevant transfer. Notice of the resolution must be sent to the transferor and to the transferee within five working days of it being passed.

6 Registration of transfer not to affect rights of the Board

The registration of any transfer will not prejudice or affect in any way the provisions of, or the powers exercisable after such registration by the Board or the Company under, this Schedule (whether in respect of the transferred Shares or otherwise).

AFFECTED SHARES

7 Notification that Shares may be Affected Shares

Where:

- 7.1 a Shareholder has not lodged a Required Disclosure with the Company within the 15 working day period specified in *clause 3* or that Required Disclosure has been received by the Company but has not been completed to the satisfaction of the Board or in the opinion of the Board is or may be materially incorrect or misleading or otherwise unsatisfactory (that Shareholder being an *Inadequate Discloser*); or
- 7.2 the Board is of the opinion that any Required Disclosure provided to the Company by, and/or any other information held by or known to the Board which Concerns, a Shareholder (a *Relevant Shareholder*) or any Shares held by that Shareholder, indicates that the Company has Breached the Overseas Ownership Threshold,

the Company may give notice in writing to the relevant Shareholder (an *Initial Notice Recipient*), notifying the Initial Notice Recipient:

- 7.3 that the Board is (and summarising the Board's reasons for) considering whether it should determine that Shares held by that Initial Notice Recipient are Affected Shares;

- 7.4 of the number of Shares in each class of Shares held by that Initial Notice Recipient that the Board is considering whether to determine to be Affected Shares;
- 7.5 that, in the event that the Board determines that any such Shares are Affected Shares:
- (a) some or all voting rights attaching to the Affected Shares may be immediately suspended; and
 - (b) the Initial Notice Recipient will be required to dispose of those Affected Shares to a Non-Overseas Person within 20 working days, failing which the Board may dispose of those Shares on behalf of the Initial Notice Recipient; and
- 7.6 that the Initial Notice Recipient may make representations in writing to the Company as to the matters set out in the notice within 15 working days of the date of that notice (*Representations*).

8 **Determination of Affected Shares**

8.1 Within:

- (a) 45 working days of the date of a notice given by the Company under *clause 7* (if no Representations are received by the Company within the time referred to in *clause 7.6*); or
- (b) 30 working days of receiving any Representations in writing pursuant to *clause 7.6*,

whichever is the later, the Board may determine whether any Shares held by the Shareholder given notice by the Company under *clause 7 (Final Notice Recipient)* are "Affected Shares".

- 8.2 If a Shareholder is an Inadequate Discloser, the Board may for all purposes of this Schedule deem the Shareholder to have become an Overseas Person or a Nominee for an Overseas Person on the date of the notice sent to that Shareholder under *clause 3* requiring the relevant Required Disclosure, unless and until the Board determines that the Shareholder was not an Overseas Person on that date.
- 8.3 The determination of the Board under *clause 8.1*, including any determination whether to consider any Representations from the Final Notice Recipient and the weight to be placed on the same, is binding on the Final Notice Recipient and not subject to challenge, appeal or review. In making its determination, the Board may take into account such evidence or other information as it considers appropriate.
- 8.4 The Company must promptly give notice in writing to the Final Notice Recipient following any determination made by the Board under this clause, indicating:

- (a) whether the Board has determined that any of the Shares held by that Final Notice Recipient are Affected Shares; and
- (b) if so, the number of Shares in each class of Shares held by that Final Notice Recipient that the Board has determined are Affected Shares.

8.5 A determination of the Board under *clause 8.1* that some or all of the Shares held by a Final Notice Recipient are or are not Affected Shares does not prevent the Board from subsequently making a different determination as to whether any such Shares are Affected Shares, or that any other Shares are also Affected Shares.

9 **Suspension of rights attaching to, and disposal of, Affected Shares**

9.1 If the Board makes a determination under *clause 8* that Shares are Affected Shares, the Shareholder of those Affected Shares:

- (a) if so notified in that notice, will not (unless the notice given by the Board under *clause 8* is withdrawn) be entitled to exercise the votes attached to those Affected Shares at any meeting of Shareholders (including at any meeting of an interest group or a class of Shareholders) and any such vote cast at any such meeting shall be disregarded – though nothing in this *clause 9.1* shall prevent any the Shareholder attending any such meeting; and
- (b) must (unless the notice given by the Board under *clause 8* is withdrawn), within 20 working days, ensure that the Affected Shares are disposed of to a Non-Overseas Person.

9.2 If the Board is not satisfied that:

- (a) such a disposal of Affected Shares has been made; or
- (b) a disposal of Affected Shares was made to a Non-Overseas Person,

the Company may sell the Affected Shares on behalf of the Shareholder (or any person who or which the Board does not consider to be a Non-Overseas Person and who or which has acquired them) to a Non-Overseas Person. The Company may only sell Affected Shares pursuant to this *clause 9.2* in a manner first approved by NZX.

10 **Validity of resolutions etc unaffected**

Notwithstanding *clause 9.1(a)*, no resolution of, or proceeding at, a meeting of Shareholders (or of the holders of Shares in a class or interest group) shall be invalid on the grounds that:

- 10.1 a Shareholder who holds Affected Shares cast a vote in breach of *clause 9.1(a)*, provided any such vote was counted by (or on behalf of) the Company in good faith and without actual knowledge at the time of the vote that it was cast in contravention of that clause; or
- 10.2 a Shareholder was prohibited from casting a vote or votes in respect of any Shares because the Board had determined in accordance with *clause 8.1*

that those Shares were Affected Shares in circumstances where the Board subsequently withdraws the notice given by the Board under *clause 8* on the basis that the Board no longer considers that the Shares to which the notice applied are or may be Affected Shares.

11 **Appointment of Company as agent**

- 11.1 For the purposes of *clause 9*, a Shareholder holding any Affected Shares (for the avoidance of doubt, including any Overseas Person who or which acquires Affected Shares from a former Shareholder required to dispose of those Affected Shares under *clause 9.1(b)*) will be deemed to have appointed, and does hereby irrevocably appoint, the Company as its agent with full authority to act (and the Company shall have full authority to act) on its behalf in relation to the sale of the Affected Shares and to sign all documents relating to such sale and transfer of the Affected Shares (including any instrument of share transfer) and the Board may register a transfer of the Affected Shares so sold, whether or not the transfer has been properly completed and whether or not it is accompanied by the certificates (if any) for the Affected Shares.
- 11.2 Any person transferred such Shares will not be bound to see to the application of the purchase money, nor will his, her or its title to the Shares be affected by any irregularity or invalidity in the proceedings relating to the sale of those Shares.
- 11.3 The net proceeds of sale, after deduction of any brokerage, other costs of sale and other costs incurred by the Company in connection with the sale (including, for the avoidance of doubt, all costs reasonably incurred by the Company or the Board in investigating whether such Shares should be treated as Affected Shares, or otherwise in relation to the exercise of its powers under this Schedule in relation (directly or indirectly) to those Affected Shares), will be held on trust by the Company for, and be paid (together with interest at such rate (if any) as the Board considers appropriate) to, the Shareholder who or which held them immediately prior to their sale on surrender by that (former) Shareholder of the certificate (if any) for the Affected Shares and otherwise as soon as reasonably practicable after the sale has been settled.

12 **Withdrawal or amendment of notice**

- 12.1 If the Board considers that any notice issued by the Company under *clause 7* or *8* should be withdrawn (because it no longer believes that the Shares to which the notice applied are or may be (as the case may be) Affected Shares) or amended, it may do so, and must give notice of the withdrawal or amendment to the Shareholder of the relevant Shares.
- 12.2 In the event that the Board, in accordance with *clause 12.1*, amends any notice that it has previously issued under *clause 7* or *8*, the time limit within which that Shareholder may provide Representations to the Company or must dispose of Affected Shares (as applicable) shall commence from the date of the amended notice (and not the date of the original notice given under *clause 7* or *8* (as applicable)).

13 **No liability**

Subject to the obligation of the Company under *clause 11.3* to pay the net proceeds from the sale of Affected Shares to the relevant former Shareholder, to

the maximum extent permitted by law neither the Company, nor any Director, officer, employee, agent or adviser of the Company, shall have any liability of any nature to any person (including any registered holder of any Shares) for or in relation (directly or indirectly) or connection with the exercise or purported exercise of any of the powers under this Schedule or otherwise in connection with the provisions of this Schedule.

TERMS OF ISSUE OF OTHER SHARES

- 14 If the Company issues Shares then the Board must ensure that the terms of issue of those Shares include or otherwise incorporate *clauses 1 to 13* (inclusive), with such amendments as may be necessary to reflect the nature of the relevant Shares.

GENERAL

15 **Notices**

- 15.1 A notice required to be given to a person under this Schedule may be given in any manner set out in section 391 of the Act.

- 15.2 The absence of such a notice in such circumstances, and any accidental error in or failure to give any notice to any person to whom notice is required to be given under this Schedule will not prevent the implementation of or invalidate any procedure under this Schedule.

16 **Decisions final, conclusive and binding**

Any resolution or determination of, or decision or declaration or exercise of any discretion or power by, the Company or the Board under or pursuant to this Schedule is to be final and conclusive; and any disposal or transfer made, or other thing done, by or on behalf of, or on the authority of, the Company or the Board pursuant to this Schedule is to be conclusive and binding on all persons concerned therein and is not open to challenge, appeal or review, whether as to its validity or otherwise on any ground whatsoever.

17 **Certificate conclusive**

A certificate signed by a Director and countersigned by a second Director that a power of sale under *clause 10* has arisen and is exercisable by the Board, or that a Share has been duly transferred under *clause 10* on the date stated therein, is conclusive evidence of the facts stated therein.

SANFORD LIMITED
(the Company)

Certificate given under section 33(4) of the Companies Act 1993

Date: 14th December 2016

I, Dean McIntosh, hereby certify that the attached document incorporates all amendments made to the constitution of the Company as at the date of this certificate and therefore complies with the requirements of section 33(1) of the Companies Act 1993. I am authorised by the board of the Company to give this certificate.



Dean McIntosh
General Manager Risk and Corporate Affairs