

CORPORATIONS ACT 2001

CONSTITUTION
OF
TURF PRODUCERS AUSTRALIA LTD

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CORPORATIONS ACT 2001

A Company Limited by Guarantee

CONSTITUTION

of

TURF PRODUCERS AUSTRALIA LTD

1. NAME OF COMPANY

- 1.1. The name of the Company is **TURF PRODUCERS AUSTRALIA LTD** (ACN 100 682 782) and in this Constitution is called "the Company".

2. TYPE OF COMPANY

- 2.1. The Company is a Company limited by guarantee.
- 2.2. The liability of Members is limited. Every Member of the Company undertakes to contribute to the property of the Company in the event of the Company being wound up while being a Member or within one (1) year after ceasing to be a Member for payment of debts and liabilities of the Company (contracted before ceasing to be a Member) and of the costs, charges and expenses of winding up such amount as may be required but not exceeding **ONE HUNDRED DOLLARS (\$100.00)**.
- 2.3. The Company will act as a non-partisan, non-political Representative Body of Turf Producers and allied industries for Australia.
- 2.4. The Company will apply its profits (if any) and other income in promoting its objects.
- 2.5. The Company is not carried on for the purpose of profit or gain to its individual Members.

3. OBJECTS

- 3.1. The objects of the Company are:-
- 3.1.1 to provide industry representation as the principal national advisory body for the turf producers industry and allied industries throughout Australia;
- 3.1.2 to encourage and promote the use of best practice in the industry and to provide a forum for industry members and allied industries;

- 3.1.3 to develop a code of practice to guide Members of the Company to use best practices in the industry and business;
- 3.1.4 to encourage and direct research and education in an environmentally sustainable way for the benefit of the industry and its Members; and
- 3.1.5 to represent members and industry in dealings with Federal Governments and their agencies on matters of common interest or concern.
- 3.1.6 to foster the development of State and local representation for turf producers.

4. DEFINITIONS AND INTERPRETATION

- 4.1. In this Constitution, unless there is something in the subject or context which is inconsistent:-

Associate Member shall mean a Member other than a Turf Producer admitted to Membership pursuant to Clause 5.5

Committee means a Committee of Directors established in accordance with Clause 17.5

Company means the Company referred to in Clause 1.1

Constitution means this Constitution as amended or supplemented from time to time

Director means any person holding the position of a Director of the Company and **Directors** means the Directors for the time being of the Company or as the context permits such number of them as have authority to act for the Company

Financial Year means for all purposes 1 July to 30 June

Law means the Corporations Act 2001

Member or **Members** means all of or any of the Promoting Members or Members provided Membership under Clause 5.2 hereof

Member Present means in connection with a Meeting of Members, a Member being present in person or by Proxy or attorney or, in the case of a corporation, organization and/or association, by a Representative who at all relevant times is a financial member and entitled to vote

Member Representative means the nominated representative from time to time of a member that is a Corporation

Office means the Registered Office for the time being of the Company

Officer has the same meaning as given to that term in Section 179(2) of the Law

Resolution means the Resolution passed by simple majority of those voting

Register means the Register of Members and Associate Members to be kept pursuant to the Law

Rules means these Rules and the schedules thereto

Seal means the Common Seal of the Company

Secretary means the person appointed as the Secretary of the Company and includes the acting Secretary

Special Resolution means a Resolution passed by 75% of the Members Present voting in favour of the Resolution

Turf Producer means an individual, partnership or corporation engaged in the full time production and sale of turf and/or grass

Year means for all purposes other than special qualifications Membership, the Financial Year 1 July to 30 June. For the purposes of special qualifications Membership, it will mean the period from one Annual General Meeting to the next

- 4.2. In this Constitution, unless there is something in the subject or context which is inconsistent:
- 4.2.1 the singular includes the plural and vice versa;
 - 4.2.2 each gender includes the other gender;
 - 4.2.3 the word **person** means a natural person and any partnership, association, body or entity whether incorporated or not;
 - 4.2.4 the words **writing** and **written** include any other mode of representing or reproducing words, figures, drawings or symbols in a visible form;
 - 4.2.5 where any word or phrase is defined, any other part of speech or other grammatical form of that word or phrase has a cognate meaning;
 - 4.2.6 a reference to any Clause or schedule is to a Clause or schedule of this Constitution;
 - 4.2.7 reference to any statute, proclamation, rule, code, regulation or ordinance includes any amendment, consolidation, modification, re-

enactment or reprint of it or any statute, proclamation, rule, code, regulation or ordinance replacing it;

- 4.2.8 an expression used in a particular Part or Division of the Law that is given by that Part or Division a special meaning for the purposes of that Part or Division has, unless the contrary intention appears, in any Clause that deals with a matter dealt with by that Part or Division the same meaning as in that Part or Division;
- 4.2.9 the provisions of this Constitution displace the replaceable Rules contained in the *Corporations Act 2001*;
- 4.2.10 headings do not form part of or affect the constitution or interpretation of this Constitution.

5. MEMBERSHIP

- 5.1. The persons, associations and companies subscribing to this Constitution shall be the founding Members of the Company.
- 5.2. The membership of the Company shall consist of Ordinary Members and Foundation Members who shall receive ordinary membership. Only a Turf Producer may hold ordinary membership. In addition, there shall be Associate Members.
- 5.3. The number of Ordinary Members shall be unlimited.
- 5.4. Every Applicant for any class of Membership of the Company (other than founding Members) shall be proposed by one (1) Member of the Company and seconded by another Member.
- 5.5. An application for Membership shall be made in writing signed by the applicant and the applicant's proposer and seconder and shall be in such form as the Directors prescribe.
- 5.6. An Associate Member of the Company shall have the rights and privileges of Membership as permitted by this Constitution save and except the right to vote as a Member.
- 5.7. A Member who is a Corporation shall have the rights and privileges of ordinary Membership save and except that a Member who is a Corporation shall nominate a Member Representative who may on behalf of the Member vote as a Member of the Company and accept appointment to the position of an Officer bearer of the Company.

6. FEES

- 6.1. All Members shall pay an annual Membership fee as may be determined by the Board of Directors from time to time.
- 6.2. One half of the annual membership fee determined under clause 6.1 and paid to the Company shall forthwith upon receipt by the Company be paid to the State Association for the State in which the member resides or has its principal place of business.

6A. LIABILITY OF MEMBERS

- 6A.1 The liability of Members is limited.
- 6A.2 Each Ordinary Member, Foundation Member and Associate Member undertakes to contribute the amount not exceeding the then annual membership fee to the assets of the Company if it is wound up while he or she is a Member or within 1 year after he or she ceases to be a Member for payments of the debts and liabilities of the Company contracted before he or she ceases to be a member and the costs charges and expenses of winding up and for the adjustment of the rights of the contributories among themselves.

7. MEMBER REPRESENTATIVES

- 7.1 Corporate Members shall have the right to appoint a Member Representative to represent it at general meetings of the Members of the Company.
- 7.2. The Corporate Members shall have the right to recall their Member Representative at any time and to appoint a replacement Member Representative.
- 7.3. The accreditation of the Member Representative shall take effect from the time of receipt by the Company of written advice of such nomination in the form set out in Appendix 1 of this Constitution.

8. REGISTER OF MEMBERS

- 8.1. The Secretary shall keep and maintain a Register of Members in which shall be entered the name of each Ordinary Member and Associate Member, the date of admission to Membership, along with the name and address of any Member Representative appointed by a Corporate Member and the date of his or her nomination.
- 8.2. The Register of Members shall be available for inspection by the authorised agent of an ordinary Member or Associate Member at the Registered Office of the Company.

9. RESIGNATIONS, TERMINATION, ADMISSION AND REJECTION OF MEMBERS

- 9.1. Any Ordinary Member or Associate Member may resign from the Company by giving notice in writing to the secretary.
- 9.2. Such resignation shall take effect at the time such notice is received by the Secretary unless a later date is specified in the notice when it shall take effect on that later date.
- 9.3. If any Ordinary Member or Associate Member not being a corporation:-
- 9.3.1 is convicted of an indictable offence; or
 - 9.3.2 fails to comply with any provisions of these Rules; or
 - 9.3.3 has membership fees in arrears for a period of three (3) months or more; or
 - 9.3.4 conducts himself or herself in a manner considered to be injurious or prejudicial to the character or interests of the Company;
- the Directors shall consider whether such Member's membership shall be terminated.
- 9.4. If any Ordinary Member or Associate Member being a corporation:-
- 9.4.1 becomes insolvent or commits an act of bankruptcy; or
 - 9.4.2 fails to comply with any of the provisions of these Rules; or
 - 9.4.3 has membership fees in arrears for a period of three (3) months or more;
- then the Directors shall consider whether such membership shall be terminated.
- 9.5. If a Member Representative conducts himself or herself in a manner considered to be injurious or prejudicial to the character or interest of the association, then the Directors shall consider whether the Member's Membership shall be terminated.
- 9.6. where the Directors consider termination of a Membership, the Member concerned shall be given a full and fair opportunity of presenting its case and if the Directors resolve to terminate the Membership, the Secretary shall advise the Member in writing accordingly.

- 9.7. Upon receipt of an application for Membership and the fee (if any) applicable for Membership, the Directors shall at their next meeting decide upon the admission or rejection of the Applicant.
- 9.8. The admission to Membership shall be decided by a majority of votes of Directors present at the meeting.
- 9.9. The Secretary shall forthwith upon the Directors admitting a new Member, notify the Member of such acceptance in writing. Where the application for Membership is declined, the Secretary shall inform the applicant in writing of such decision.

10. GENERAL MEETINGS AND ANNUAL GENERAL MEETINGS

- 10.1. The date, time and place and Chairman of the Annual General Meeting shall be determined by the Directors and the details communicated to the Members in a notice covering the Meeting.
- 10.2. The business of the Annual General Meeting shall be:
 - 10.2.1 to confirm the minutes of the last preceding Annual General Meeting and of any General Meeting held since that Meeting;
 - 10.2.2 to receive from the Directors reports upon the activities of the Company during the preceding Financial Year;
 - 10.2.3 to confirm the nominated Directors pursuant to Clause 13 hereof; and
 - 10.2.4 to receive and consider the state of income and expenditure for the period ended 30 June and the balance sheet as at 30 June, both duly audited.
- 10.3. The Annual General Meeting may transact any special business of which notice is given in accordance with this clause.
- 10.4. The Annual General Meeting shall be in addition to any other General Meeting that may be held in the same Year.
- 10.5. Convening of a General Meeting may occur where any two Members or the Directors consider there is a need to convene a General Meeting of the Company. A General Meeting of the Company may be convened at two (2) or more venues using technology that gives the Members a reasonable opportunity to participate in the Meeting. The Chairman for the Meeting shall be the person appointed by the Board of Directors.
- 10.6. Subject to consent to shorter notice being given in accordance with the Law, at least twenty one (21) days notice of any General Meeting must be given specifying:-

- 10.6.1 the place, day and hour of the Meeting;
- 10.6.2 the general nature of any business to be transacted at the Meeting;
- 10.6.3 if a Special Resolution is to be proposed, the details of and intention to propose it;
- 10.6.4 if the Meeting is to be held in two (2) or more places the technology that will be used to facilitate it; and
- 10.6.5 any other information required by the Law.

The accidental omission to give notice of any General Meeting to or the non-receipt of notice of a Meeting by any person entitled to receive notice will not invalidate the proceedings at or any Resolution passed at the Meeting.

- 10.7. Subject to the provisions of the Law and this Constitution the Directors may cancel a General Meeting of the Company:-
 - 10.7.1 convened by the Directors; or
 - 10.7.2 which has been convened by a Member or Members pursuant to the Law upon receipt by the Company of a written notice withdrawing the requisition signed by that Member or those Members.
- 10.8. The Directors may postpone a General Meeting or change the venue at which it is to be held. No business shall be transacted at any postponed meeting other than the business stated in the notice to the Members relating to the original meeting.
- 10.9. Where any General Meeting is cancelled or postponed or the venue for the same changed:-
 - 10.9.1 the Directors must endeavour to notify in writing each person entitled to receive notice of the meeting of the cancellation, the change of venue or the postponement of the meeting by any means permitted by this Constitution in the case of the postponement of a meeting, the new place, date and time for the meeting; and
 - 10.9.2 any failure to notify in writing any person entitled to receive notice of the meeting or failure of a person to receive a written notice shall not affect the validity of the cancellation the change of venue or the postponement of the meeting.

11. PROCEEDINGS AT GENERAL MEETINGS

11.1. Quorum

- 11.1.1 No business may be transacted at any General Meeting unless a Quorum of Members is present at all times during the meeting.
- 11.1.2 At least nine (9) Members Present shall constitute a Quorum for all meetings.
- 11.1.3 If within thirty (30) minutes after the time appointed for holding a General Meeting a Quorum is not present:
 - 11.1.3.1. the meeting if convened upon the requisition of Members shall be dissolved;
 - 11.1.3.2. in any other case:
 - 11.1.3.2.1. it will stand adjourned to the same day in the next week at the same time and place or to such other day time and place as the Directors may by notice to the Members appoint; and
 - 11.1.3.2.2. if at such adjourned meeting a Quorum is not present within thirty (30) minutes after the time appointed for the holding of the meeting the meeting shall be dissolved.

11.2. Chairman

- 11.2.1 Where the Directors have not appointed a Chairman for the Meeting, the Chairman of Directors and in his absence, the Deputy Chairman shall be entitled to preside as Chairman at any General Meeting.
- 11.2.2 Where a General Meeting is held and:-
 - 11.2.2.1. the Chairman or deputy chairman is unavailable to chair the meeting or the chairman is not present within thirty (30) minutes after the time appointed for the holding of the meeting or if present, is unwilling to act as chairman of the meeting, then the Members present may choose another Member as chairman of the meeting.

The rulings of the chairman of a General Meeting on all matters relating to the order of business, procedure and conduct of the meeting shall be final and no motion of dissent from such rulings shall be accepted.

11.3. **Adjournments**

- 11.3.1 If at a General Meeting at which a Quorum is present the Members Present with a majority of votes agree or direct the chairman to do so, the chairman must adjourn from time to time and place to place as the meeting determines, the meeting or any business, motion, question or Resolution being considered or remaining to be considered by the meeting or any debate or discussion or the taking of any Poll and may adjourn any business, motion, question, Resolution, debate, discussion or Poll either to a later time at the same meeting or to any adjourned meeting.
- 11.3.2 The adjournment of any business, motion, question, Resolution, debate, discussion or Poll shall not prevent the continuance of any other business remaining to be considered at the General Meeting.
- 11.3.3 No business may be transacted at any adjourned General Meeting other than the business left unfinished at the meeting from which the adjournment took place.
- 11.3.4 A Resolution passed at a meeting resumed after an adjournment is passed only from the day it was actually passed.
- 11.3.5 It is not necessary to give notice of an adjournment of a General Meeting or of the business to be transacted at the adjourned meeting except if the meeting is adjourned for thirty (30) days or more in which case notice of the adjourned meeting must be given as the case of an original meeting.

11.4. **Voting Rights**

- 11.4.1 Subject to this Constitution:
- 11.4.1.1. at meetings of Members each Member entitled to attend and vote may attend and vote personally or by Proxy or by attorney;
- 11.4.1.2. no person shall be entitled to vote unless the person is a Member or Member Representative or the Proxy or attorney of a Member;
- 11.4.1.3. every Member entitled to vote has one (1) vote on a show of hands;
- 11.4.1.4. on a Poll every Member entitled to vote has:-
- 11.4.1.4.1. one vote; and
- 11.4.1.4.2. the chairman has a casting vote

11.5. **Objection to Qualification to Vote**

11.5.1 Any challenge as to the qualification of a person to vote at a General Meeting or the validity of any vote tendered may only be raised at the meeting and must be determined by the chairman whose decision shall be final and conclusive and a vote allowed by the chairman shall be valid for all purposes.

11.6. **Voting**

11.6.1 At any General Meeting a Resolution to be considered at the meeting shall be decided on a show of hands unless a Poll is demanded by:-

11.6.1.1. the chairman of the meeting; or

11.6.1.2. at least one (1) Member being present and entitled to vote on the Resolution.

11.6.2 Before a vote on a Resolution is taken, the chairman must inform the meeting whether any Proxy votes have been received and how the Proxy votes are to be cast.

11.6.3 A declaration by the chairman of the result of a vote on a Resolution by a show of hands and an entry to that effect contained in the minutes of the proceedings of the General Meeting of the Company which has been signed by the chairman of the meeting or the next succeeding meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the Resolution.

11.7. **Circular Resolutions by Members**

11.7.1 Subject to the Law, a Resolution of Members may be passed without a General Meeting being held if all the Members entitled to vote on the Resolution sign the documents containing a statement that they are in favour of a Resolution set out in the document.

11.7.2 A Resolution effected by Clause 11.7.1 may consist of several documents in identical form each signed by one or more Members.

11.7.3 Every such Resolution shall be taken to have been passed on the day and at the time which the document was signed by the last Member.

11.7.4 A facsimile transmission, which is received by the Company and which purports to have been signed by a member shall for the purposes of this Clause be taken to be written and signed by that Member at the time of the receipt of the facsimile transmission by the Company.

11.8. Polls

11.8.1 A Poll may be demanded:-

11.8.1.1. before a vote on a Resolution is taken;

11.8.1.2. before the voting results on a show of hands are declared;
or

11.8.1.3. immediately after the voting results on a show of hands are declared.

11.8.2 If a Poll is demanded it must be taken in such manner and at such time and place as the chairman of the meeting directs.

11.8.3 The result of the Poll shall be taken to be the Resolution of the meeting at which the Poll was demanded.

11.8.4 The demand for a Poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which a Poll has been demanded.

11.8.5 A Poll demanded on the election of a chairman or any question of adjournment of the meeting must be taken immediately.

11.8.6 The demand for a Poll may be withdrawn.

11.9. Chairman's Casting Vote

11.9.1 In the case of an equality of votes on the taking of a Poll the chairman of the meeting at which the Poll is demanded is entitled to a casting vote in addition to any vote or votes to which he may be entitled to as a Member.

11.10. Right of Associate Members and Non-Members to Attend a General Meeting

11.10.1 An Associate member and any person who is not a Member but has been invited by the chairman of a General Meeting may attend and address a meeting.

11.10.2 Any Employee or Consultant who is not a Member shall be entitled to attend and, at the request of the chairman, address a General Meeting.

11.10.3 Any auditor of the Company shall be entitled to attend and address a General Meeting.

12. PROXIES

12.1. Right to Appoint Proxies

12.1.1 Any Member may appoint not more than one (1) Proxy.

12.2. Appointing a Proxy

12.2.1 The instrument appointing a Proxy must be in writing signed by the appointor or the appointor's attorney duly authorised in writing.

12.2.2 The instrument of Proxy is valid if it contains the information required by the Law, which at the date of this Constitution is the following information and is in the form set out in Appendix 2:-

12.2.2.1. the name and address of the Member;

12.2.2.2. the Proxy's name or the name of the Office of the Proxy;
and

12.2.2.3. the meetings at which the instrument of Proxy may be used.

12.2.3 An instrument of Proxy may be expressed to be a standing appointment. An instrument of Proxy for a specified meeting is only valid for that meeting and any postponement or adjournment of that meeting.

12.2.4 An instrument of Proxy shall not be treated as invalid merely because it does not specify all of the information required by Clause 12.2.2.

12.2.5 An instrument of Proxy may be revoked by the appointor at any time by notice in writing to the Company.

12.3. Lodgment of Proxies

12.3.1 An instrument appointing:-

12.3.1.1. a Proxy and the power of attorney or other authority (if any) under which it is signed or executed or a certified copy of that power or authority; or

12.3.1.2. an attorney to exercise a Member's voting rights at a General Meeting or certified copy of that power of attorney

must be deposited at the Office or at such other place as is specified for that purpose in the notice convening the General Meeting not less than forty eight (48) hours (or such shorter period as the Directors may allow) before the time appointed for the holding of the meeting

or adjourned meeting as the case may be at which the person named in the instrument proposes to vote and in default the instrument of Proxy or the power of attorney will not be treated as valid.

- 12.3.2 For the purposes of this Clause it will be sufficient that any document required to be lodged by a Member be received in legible form by facsimile at the place at which the document is required to be delivered by the Member and the document shall be regarded as received at the time the facsimile was received at that place.

12.4. **Validity of Proxies**

- 12.4.1 A vote exercised pursuant to an instrument of Proxy, a power of attorney or any instrument of appointment is valid notwithstanding:-

12.4.1.1. the bankruptcy or liquidation of the Member; or

12.4.1.2. the revocation of the instrument of Proxy or the power of attorney or any instrument under which the instrument or the power was granted

if the Company has not received at its Office written notice of the bankruptcy, liquidation, or revocation at least forty-eight (48) hours (or such shorter period as the Directors may allow) prior to the time appointed for the holding of the General Meeting or adjourned meeting, as the case may be, at which the instrument of Proxy or the power of attorney is exercised.

- 12.4.2 A Proxy who is not entitled to vote on a Resolution as a Member may vote as a Proxy for another Member who can vote if the appointment specifies the way the Proxy is to vote on the Resolution and the Proxy votes that way.

12.5. **Rights of Proxies and Attorneys**

- 12.5.1 The instrument appointing a Proxy will be taken to confer authority to demand or join in demanding a Poll.

- 12.5.2 Unless a Member by the instrument of Proxy directs the Proxy to vote in a certain manner the Proxy may vote as the Proxy thinks fit on any motion or Resolution. Otherwise, the Proxy shall follow the voting instructions contained in the instrument of Proxy.

- 12.5.3 A Proxy will not be revoked by the appointor attending and taking part in any General Meeting but if the appointor votes on a Resolution either on a show of hands or on Poll the person acting as Proxy for the appointor shall not be entitled to vote in that capacity in respect of the Resolution.

- 12.5.4 The chairman of a General Meeting may require any person acting as a Proxy to establish to the satisfaction of the chairman that he is the person nominated as Proxy in the form of Proxy lodged under this Constitution. If the person is unable to establish his identity he may be excluded from voting either upon a show of hand or upon a Poll.

13. APPOINTMENT AND REMOVAL OF DIRECTORS

13.1. Number of Directors

13.1.1 The Board of Directors shall consist of at least three (3) and no more than seven (7) persons. There shall be no more than three (3) Directors from each Australian State. Members shall nominate a person to be a Director in the form set out in Appendix 3 to this Constitution. A Member may nominate up to three (3) persons to be Directors to form the Board of Directors of the Company. Where nominations are received that would result in there being more than seven (7) Directors, an election shall be held by secret ballot of the Members at the Annual General Meeting.

13.1.2 Subject to clause 13.1.3, the Directors shall by election amongst themselves after each Annual General Meeting determine the person to hold the position of Chairman, Deputy Chairman, Treasurer and Secretary until the next Annual General Meeting.

13.1.3

- (a) The Chairman and Deputy Chairman of the Directors shall each hold their respective position from the respective date of appointment.
- (b) The Directors may by resolution remove the Chairman or Deputy Chairman and appoint a new chairman or deputy chairman in its place.

13.1A Nomination of Directors

13.1A.1 Subject to clause 13.1A.2, nominations referred to in clause 13.1.1 must be received by the time designated by the Directors, and failing such designation, by 5pm on the day immediately before the relevant meeting at which the Director nominations will be determined;

13.1A.2 The Directors may, if they so elect but without any obligation to do so, ask for nominations or further nominations at the relevant meeting at which the Director nominations will be determined; and

13.1A.3 Any nomination received outside of the time frames set out in this clause 13.1A will be disregarded at the relevant meeting at which the Director nominations will be determined.

13.2. **Directors Term**

13.2.1 The term of office of the inaugural Directors shall be from the incorporation of the Company to the first Annual General Meeting and thereafter they shall retire but shall be eligible to re-stand for election. Thereafter the term of office for a Director of the Company shall be a period of three (3) years.

13.2.2 The term of office for a Director of the Company shall be for a period of three (3) years.

13.3. **Appointment of Directors**

13.3.1 Subject to the Law, the Chief Executive Officer or any employee of the Company may not be appointed to the position of Director.

13.3.2 Subject to the Law, the Directors may at any time, appoint any member as a Director to fill a casual vacancy.

13.3.3 The Directors may act despite any vacancy in their body but if the number falls below the Quorum fixed in accordance with this Constitution the Directors may act for the purpose of increasing the number of Directors to the minimum or to convene a General Meeting or in emergencies but for no other purpose.

13.4. **Vacation of Office**

13.4.1 Any Director may retire from Office on giving written notice to the Company at the Office of his intention to retire and the resignation shall take effect at the time expressed in the notice (provided the time is not earlier than the date of delivery of the written notice to the Company).

13.4.2 In addition to other circumstances in which the Office of a Director becomes vacant provided in this Constitution, the Office of a Director shall automatically be vacated where the Director:-

13.4.2.1. is prohibited from being or ceases to be or is removed as a Director pursuant to the provisions of the Law or by reason of any order made under the Law;

13.4.2.2. becomes an insolvent under administration or makes any composition arrangement with his creditors or any class of his creditors;

13.4.2.3. becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under the Law relating to mental health;

13.4.2.4. is absent from two (2) consecutive meetings of the Directors without special leave of absence from the Directors and the Directors as a result may declare his Office to be vacant; or

13.4.2.5 dies.

14. **SPECIAL RESOLUTION**

14.1. A Resolution of the Company is a Special Resolution if passed by a majority which comprises not less than 75% of all Ordinary Members being entitled under this Constitution to vote whether by post or by proxy at a General Meeting of which not less than twenty-one (21) days written notice declaring the intention to propose the Resolution as a Special Resolution was given in accordance with this Constitution unless the consent of all Ordinary Members is given in writing to the shortening of the time for the notice.

15. **POWERS AND DUTIES OF DIRECTORS**

15.1. **Powers of Directors**

15.1.1 Subject to the Law and this Constitution, the management and control of the business and affairs of the Company shall be vested in the Directors who may exercise powers of the Company which are not by the Law or this Constitution required to be exercised by the Company in a General Meeting.

15.1.2 No Resolution passed by the Company in General Meeting shall have the effect of invalidating any prior act of the Directors which would have been valid if the Resolution had not been passed.

15.2. **Borrowing Powers**

15.2.1 The Directors may exercise all the powers of the Company to:

15.2.1.1. raise or borrow any sum or sums of money for the purposes of the Company; and

15.2.1.2. secure the payment or repayment of any amount payable by the Company and any other obligation or liability in such manner and on such terms and conditions as they think fit.

15.3. **Negotiable Instruments**

15.3.1 All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments and all receipts for money paid to the Company must be signed, drawn, accepted, endorsed or otherwise

executed as the case may be by the persons and in the manner determined from time to time by the Directors.

15.4. Attorney and Agents

15.4.1 The Directors may from time to time by Resolution, power of attorney or other instrument appoint any firm, Company, corporation or person or body of persons whether nominated directly or indirectly by the Directors to be the attorney or agent of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Directors under this Constitution) and for such period and subject to such conditions as the Directors may from time to time think fit.

15.4.2 Any such Resolution, power of attorney or other instrument may contain provisions for the protection and convenience of persons dealing with the attorney or agent as the Directors think fit and may also authorise the attorney or agent to delegate all or any of the powers, authorities and discretions for the time being vested in the attorney or agent.

15.5. Chief Executive Officer

15.5.1 The Directors may by Special Resolution, appoint a Chief Executive Officer who shall be responsible for the day-to-day management of the Company and whose remuneration and conditions of engagement will be determined by the Directors.

15.6. Conferment of Powers

15.6.1 The Directors may from time to time confer upon any Director or the Chief Executive Officer for the time being or any other person as they may select such of the powers exercisable under this Constitution by the Directors as they may think fit for such time and to be exercised for such purposes and on such terms and conditions and with such restrictions as the Directors think expedient.

15.6.2 Powers conferred under this Clause may be exercised concurrently with the powers of the Directors in that regard and the Directors may from time to time withdraw, revoke or vary all or any such powers.

16. DIRECTORS' DISCLOSURE OF INTEREST

16.1. Contracts with Directors

16.1.1 A Director may hold any other Office or place of profit under the Company except that of auditor of the Company in conjunction with the Office of Director and may act in a professional capacity in

relation to the Company and in any such case and on such terms as to remuneration and otherwise as the Directors may determine.

16.1.2 A Director shall not be disqualified by his Office from contracting with the Company either with regard to such other Office or place of profit or as vendor purchaser or otherwise, nor shall:-

16.1.2.1. any such contract or any contract or arrangement entered into by or on behalf of the Company in which any Director is in any way interested be avoided; or

16.1.2.2. any Director so contracting or being so interested be liable to account to the Company for any profit realised by any such contract or arrangement by reason only of the Director holding that Office or of the fiduciary relationship established by the Director holding that Office

but the nature of his interest must be disclosed by him in the manner required by the Law.

16.2. **Disclosure of Interest**

16.2.1 A general notice given to the Directors by a Director that the Director is an Officer of, a shareholder of or otherwise interested in any specified corporation or firm stating the nature and the extent of the Director's interest in the corporation or firm shall, in relation to any matter involving the Company and that corporation or firm after the giving of the notice, be a sufficient disclosure of the Director's interest, provided that the extent of the interest is no greater at the time of first consideration of the relevant matter by the Directors than was stated in the notice.

16.2.2 Any Director disclosing an interest under Clause 16.2.1 hereof must abstain from voting:-

16.2.2.1. on whether the Company enters into the contract; and

16.2.2.2. the execution of the contract by the Company.

17. **PROCEEDINGS OF DIRECTORS**

17.1. **Meetings of Directors**

17.1.1 The Directors may meet together for the dispatch of business, adjourn and otherwise regulate their meetings and proceedings as they think fit.

- 17.1.2 A Director may at any time and the Secretary upon the request of a Director shall convene a meeting of Directors by giving notice of the meeting to all Directors.
- 17.1.3 Notice of a meeting of Directors shall be given in writing.
- 17.1.4 Without limiting the discretion of the Directors to regulate their meetings under this Clause, a meeting of the Directors may with the consent of all Directors consist of a conference between Directors some or all of whom are in different places if each Director who participates is able:-
- 17.1.4.1. to hear each of the other participating Directors addressing the meeting; and
- 17.1.4.2. if he so wishes, to address each of the other participating Directors simultaneously whether directly, by conference telephone, video conferencing facility or any other form of communications equipment or by a combination of such methods. A meeting held in this way will be taken for the purposes of this Constitution to be held at the place where the largest group of participating Directors is assembled or, if no such group is readily identifiable, at the place where the chairman of the meeting participates. Any Director may, by prior notice to the Secretary, indicate that he wishes to participate in a meeting in such manner. In this event, the Directors, if they all consent to the meeting being held in the manner referred to in this Clause shall ensure that an appropriate conference facility is arranged at the expense of the Company. A Director who has consented to a meeting being held in the manner referred to in this Clause may only withdraw his consent within a reasonable period before the meeting.
- 17.1.5 No Director may leave a conference held in accordance with Clause 17.1.4 by disconnecting his means of communication unless he has previously obtained the express consent of the chairman of the meeting. A Director will be conclusively presumed to have been present and to have formed part of the Quorum at all times during the meeting by telephone or other means of communication unless he has previously obtained the express consent of the chairman to leave the conference.
- 17.1.6 All resolutions of the Directors passed at a meeting of Directors where a Quorum is present but where notice of the meeting has not been given as required to each Director, or any act carried out pursuant to such Resolution, shall, provided each Director to whom notice was not given subsequently agrees to waive the same, be as valid as if notice of the meeting had been duly given to all Directors.

17.2. Quorum

17.2.1 A Quorum must be present at all times during the meeting.

17.2.2 At least fifty per centum (50%) of the Directors must be present (or in conference in accordance with Clause 17.1.4) to form a Quorum.

17.3. Voting

17.3.1 A Resolution of the Directors must be passed by a majority of votes of the Directors present or by Proxy at the meeting. A Resolution passed by a majority of the votes cast by the Directors will for all purposes be taken to be a determination of the Directors.

17.3.2 Each Director shall have one (1) vote. A Director may give his Proxy to another Director to attend a Directors' Meeting on his behalf. Clause 12 of this Constitution shall apply to a Proxy granted to a Director when voting at a Directors' Meeting.

17.4. Circular Resolutions by Directors

17.4.1 A Resolution in writing signed by a majority of the Directors for the time being entitled to vote in relation to the Resolution (not being less than a Quorum) and stating that the signatories are in favour of the Resolution (not being less than a Quorum) will be as valid and effectual from the time it is signed by the last Director as if it had been passed at a duly convened meeting of Directors provided each Director has received reasonable notice of the Resolution.

17.4.2 A Resolution in writing may consist of several documents in like form each signed by one or more Directors.

17.4.3 Every such Resolution shall be deemed to have been passed on the day and at the time at which the document was last signed by a Director.

17.4.4 A facsimile transmission which is received by the Company and which purports to have been signed by a Director shall for the purposes of this Clause be taken to be in writing and signed by that Director at the time of the receipt of the facsimile transmission by the Company in legible form.

17.5. Committee of Directors

17.5.1 The Directors may form and delegate any of their powers to a Committee consisting of such Directors as they think fit and may from time to time revoke such delegation.

17.5.2 A Committee must in exercise of the powers delegated to it conform to any directions and restrictions that may be imposed on it by the

Directors. A power so exercised shall be taken to be exercised by the Directors.

- 17.5.3 The meetings and proceedings of any Committee consisting of more than one (1) person will be governed by the provisions for regulating the meetings and proceedings of the Directors contained in this Constitution.
- 17.5.4 Minutes of all the proceedings and decisions of every Committee shall be made, entered and signed in the same manner in all respects as minutes of proceedings of the Directors are required by the Law and this Constitution to be made entered and signed.
- 17.5.5 Where a Committee consist of only one Director, a document signed by that Director recording his decision as the Committee shall be valid and effective as if it were a decision made at a meeting of that Committee and that document shall constitute a minute of that decision.

17.6. **Validation of Acts of Directors**

17.6.1 All acts done:-

17.6.1.1. at any meeting of the Directors; or

17.6.1.2. by a Committee; or

17.6.1.3. by any person acting as a Director; or

17.6.1.4. by any person purporting to act as an attorney of the Company under a power of attorney executed by the Company

shall, even if it is discovered afterwards that there was a defect in the appointment or continuance in Office of any such Director, person or attorney or that they or any of them were disqualified or were not entitled to vote, be as valid as if every such person had been duly appointed or had continued in Office and was duly qualified to be a Director or attorney and had been entitled to vote by the Directors.

17.7. **Minutes**

17.7.1 The Directors must cause minutes to be kept in accordance with the Law for the purposes of recording:-

17.7.1.1. the names of the Directors present at each meeting of the Directors and of Directors present at each meeting of any Committee;

- 17.7.1.2. all orders, Resolutions and proceedings of General Meetings and of meetings of Directors and of Committees;
 - 17.7.1.3. such matters as are required by the Law to be recorded in the record books of the Company including without limitation all declarations made or notices given by any Director of his interest in any contract or proposed contract or the holding of any Office or property whereby any conflict of duty or interest may arise.
- 17.7.2 Such minutes shall be signed by the chairman of the meeting, or the chairman of the next succeeding meeting and minutes which purport to be signed accordingly shall be received in evidence without any further proof as sufficient evidence that the matters and things recorded by such minutes actually took place or happened as recorded and of the regularity of such matters and things and that the same took place at a meeting duly convened and held.

18. **SECRETARY**

18.1. **Appointment and Tenure**

- 18.1.1 The Company may notwithstanding clause 13.2 also appoint one (1) or more assistant secretaries on terms and conditions (including remuneration) as they think fit and any assistant secretaries so appointed may be removed by the Directors.
- 18.1.2 A Secretary may retire from Office in the manner set forth in Clause 13.4.1 hereof and the Office of Secretary shall be deemed vacant in the circumstances set forth in Clause 13.4.2 hereof. The Directors may fill a casual vacancy by appointment amongst the Directors and any necessary change to the Secretariat shall be attended to by the newly appointed Secretary.

18.2. **Secretariat**

- 18.2.1 Until the Directors determine to appoint a Chief Executive Officer, the Secretary shall be responsible for the day-to-day management of the Company.
- 18.2.2 The Secretary shall maintain a Secretariat for the Company at its Office.
- 18.2.3 The Directors may determine the reimbursement of costs of operating the Secretariat.

19. FORMALITIES

19.1. Execution of Documents

19.1.1 Without limiting the manner in which the Company may execute any contract, including as permitted under Section 126 of the Law, the Company may execute any agreement, deed or other document by affixing the Seal of the Company in the presence of:-

19.1.1.1. any two (2) Directors signing the same; or

19.1.1.2. any one (1) Director and the Secretary signing the same.

19.1.2 The Directors may delegate to another Officer of the Company a limited ability to enter into contracts, agreements and such arrangements on behalf of the Company.

19.2. Inadvertent Omissions

19.2.1 If it is discovered that a formality required by this Constitution to be done has been inadvertently omitted or has not been carried out, such omission shall not invalidate any Resolution, act, matter or thing which but for such omission would have been valid unless it is proved to the satisfaction of a majority of the Directors that such omission has directly and materially prejudiced any Member. The decision of the Directors on any such question shall be conclusive, final and binding on all Members.

20. FINANCE

20.1. The funds of the Company shall be banked in the name of the Company in such bank as the Directors may from time to time direct.

20.2. The moneys and property of the Company from time to time shall be used and applied solely in promotion of its objects and in the exercise of its powers.

20.3. Proper books and accounts shall be kept and maintained either in written or printed form in the English language showing correctly the financial affairs of the Company and the particulars usually shown in books of a like nature.

20.4. All moneys shall be banked as soon as practicable after receipt thereof.

21. AUDITING OF ACCOUNTS AND INSPECTION OF RECORDS

21.1. The Directors shall appoint a suitably qualified independent person or firm as auditor. Once at least in each Financial Year the auditor shall examine the accounts of the Company and report as to the correctness of these accounts, for

presentation at the Annual General Meeting in each Year in accordance with the Law.

21.2. The Directors shall cause proper financial records to be kept and distribute copies of financial reports and a treasurer's report in the circumstances required by the Law and also from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounting and other records of the Company or any of them will be open to the inspection of Members not being Directors. No Member (not being a Director) has any right of inspection of any account or book or paper of the Company except as conferred by law or authorised by the Directors.

21.3. No Member (not being a Director) shall be entitled to require or receive any information concerning the business, trading or customers of the Company or any trade secret, secret process or other confidential information of or used by the Company.

22. SEAL

22.1. The Directors shall provide for a Seal and for its safe custody. The Seal shall only be used by the authority of the Directors and every instrument to which the Seal is affixed shall be signed in accordance with Clause 19 hereof.

22.2. The Secretary shall maintain a Seal Register to record the use of the Seal.

23. WINDING UP

23.1. If upon the winding up or dissolution of the Company there remains after satisfaction of all its debts and liabilities, any property whatsoever, that property shall not be paid to or distributed amongst the Members but shall be given or transferred to another corporation or corporations as defined in the Law or association or associations, the objects of which as stated in its Constitution are similar to the objects of this Company and which prohibit the distribution of its or their income and property amongst its or their Members to an extent at least as great as is imposed on this Company such association or Company to be selected by the Members of this Company at or before the time of dissolution and in default of that selection, by application to the Supreme Court of the State of the incorporation of this Company for determination.

23.2 The Company will be wound up if:-

- (a) Membership is less than 1 Member; or
- (b) The Company (or the Directors) calls a general meeting to dissolve the Company and at least 75% of Members vote in favour of dissolution.

24. INDEMNITY

- 24.1. To the extent permitted by the Law every Officer (and former Officer) for a period of six (6) Years after retirement from the Company shall be indemnified out of the funds of the Company against all costs, expenses and liabilities incurred as such an Officer or employee (or former Officer or employee). However, no such Officer (or former Officer) shall be indemnified out of the funds of the Company under this Clause:
- 24.1.1 if it is in respect of a liability to another person (other than the Company or a related body corporate to the Company) where the liability to the other person arises out of conduct involving a lack of good faith; or
- 24.1.2 unless it is in respect of a liability for costs and expenses incurred:
- 24.1.2.1. in defending proceedings, whether civil or criminal, in which judgment is given in favour of the Officer (or former Officer) or in which the Officer (or former Officer) is acquitted; or
- 24.1.2.2. in connection with an application, in relation to such proceedings, in which the court grants relief to the Officer (or former Officer) under the Law.
- 24.2. To the extent permitted by law the Company shall enter into and pay a premium in respect of a policy of insurance insuring each Officer (or former Officer) of the Company against any liability incurred by such person in that capacity (whether in respect of acts or omissions prior to or after the date of the issue of the policy or both) except for:
- 24.2.1 a liability arising out of conduct involving a willful breach of duty in relation to the Company; or
- 24.2.2 a contravention of sections 182 or 183 of the Law.
- 24.3. The Directors shall have the discretion to approve the terms and conditions of any such policy of insurance.
- 24.4. Where an Officer (or former Officer) has the benefit of an indemnity pursuant to an insurance policy in respect of his actions or omissions then the Company shall not be required to indemnify the Officer under Clause 24.1 except to the extent that the indemnity affected by the insurance policy does not fully cover the person's liability.
- 24.5. The indemnity granted by the Company contained in Clause 24.1 shall continue in full force and effect notwithstanding the deletion or modification of that Clause, in respect of acts and omissions occurring prior to the date of the deletion or modification.

25. ALTERATION OF CONSTITUTION

- 25.1. The Members may by Special Resolution alter, amend or add to this Constitution.
- 25.2. A Special Resolution in the terms of Clause 14 hereof shall be of no effect unless or until:-
 - 25.2.1 the Resolution to alter, amend or add to this Constitution has been recommended by the Directors; or
 - 25.2.2 the Resolution to alter, amend or add to this Constitution is passed as a Special Resolution; or
 - 25.2.3 the Secretary lodges notice of the Special Resolution in accordance with the Law.

The members whose full name and address are set out below and who consent to becoming a Member of the Company agree to the form of the Constitution of the Company set out above.

Richard Murphy
of RSD 3153A
MURRAY BRIDGE SA 5253

Richard Murphy
Date:

The members whose full name and address are set out below and who consent to becoming a Member of the Company agree to the form of the Constitution of the Company set out above.

Robert Greasley
of 186 Ford Road
BURBANK QLD 4156

Robert Greasley
Date:

The members whose full name and address are set out below and who consent to becoming a Member of the Company agree to the form of the Constitution of the Company set out above.

Lynn Davidson
of 224 Paradise Road
ACICIA RIDGE Q 4110

Lynn Davidson
Date:

The members whose full name and address are set out below and who consent to becoming a Member of the Company agree to the form of the Constitution of the Company set out above.

Terry Allen
of 24 Greenway Crescent
WINDSOR NSW 2756

Terry Allen
Date:

The members whose full name and address are set out below and who consent to becoming a Member of the Company agree to the form of the Constitution of the Company set out above.

Robert Davey
of 560 McGregor Road
PARENHAM VIC

Robert Davey
Date:

The members whose full name and address are set out below and who consent to becoming a Member of the Company agree to the form of the Constitution of the Company set out above.

John Stanley Cotter
of 16 Casey Drive
BERWICK VIC 3806

John Stanley Cotter
Date:

The members whose full name and address are set out below and who consent to becoming a Member of the Company agree to the form of the Constitution of the Company set out above.

Geoffrey Thomas Hatton
of 264 McKee Road
THERESA PARK NSW 2469

Geoffrey Thomas Hatton
Date:

The members whose full name and address are set out below and who consent to becoming a Member of the Company agree to the form of the Constitution of the Company set out above.

Peter Edwin McMaugh
of 14 Carolyn Avenue
CARLINGFORD NSW 2118

Peter Edwin McMaugh
Date:

The members whose full name and address are set out below and who consent to becoming a Member of the Company agree to the form of the Constitution of the Company set out above.

Douglas Fleet
of Mappinga Road
OAKBANK SA 5243

Douglas Fleet
Date:

The members whose full name and address are set out below and who consent to becoming a Member of the Company agree to the form of the Constitution of the Company set out above.

Raymond Moir
of 29 Hogarth Way
BATEMAN WA 6150

Raymond Moir
Date:

The members whose full name and address are set out below and who consent to becoming a Member of the Company agree to the form of the Constitution of the Company set out above.

Frank Gregory Casimaty
of RICHMOND TAS 7025

Frank Gregory Casimaty
Date:

The members whose full name and address are set out below and who consent to becoming a Member of the Company agree to the form of the Constitution of the Company set out above.

Adrian Pitsikas

of C/- Greenacres Turf Farm
PERTH WA 6000

_____ Adrian Pitsikas

Date:

APPENDIX 1

**Nomination as Member Representative
(Clause 7.3)**

(Full Name & Address of Member)

(Full Name & Address of Representative)

Signed by Member: _____

I, _____ being the Nominee for
(Name of Nominee)

(Name of Member)

hereby consent to my nomination as a Member Representative.

Signed: _____

APPENDIX 2

**Form of Appointment of Proxy
(Clause 12.2.2)**

I, _____
(Full Name)

of _____
(Address)

being an Ordinary Member/Member Representative of _____

HEREBY APPOINT:

(Full Name of Proxy)

of _____
(Address)

being a Member/Member Representative of the Company as my Proxy to vote for me on my behalf at the meeting of the Board/Company to be held on the _____ day of _____ 2____ and at any adjournment of that meeting.

Signed: _____
(Signature of Ordinary Member/Member Representative appointing Proxy)

Date: _____

NOTE: A proxy vote may not be given to an Associate Member or a person who is not a Representative of a Corporate Member.

APPENDIX 3

**NOMINATION AS DIRECTOR
OF TURF PRODUCERS AUSTRALIA LTD
(Clause 13.1)**

Member

Full Name

Address

Nominee

Full Name

Address

Dated day of of 20

Signature of Member

Consent of Nominee

I, # of # hereby consent to the above nomination as Director of Turf Producers Australia Limited.

Dated day of of 20

Signature of Nominee