Grain Growers Limited (GrainGrowers)

A company limited by guarantee

CONSTITUTION

Modified September 2026

ABN 25 000 245 269

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1 Purpose of GrainGrowers

1.1 Objects

The objects of GrainGrowers are to promote the development of Australian agricultural resources by:

(a) representing the national interests of grain producers in Australia;

(b) developing and implementing policies aimed at cultivating a strong, innovative, profitable, globally competitive and environmentally sustainable grains industry. These policies will be constructive, balanced and well researched;

(c) making representations to and working with governments consistently with its role of representing the Australian grain community;

(d) working with all sectors of the Australian grains industry where matters of common interest are concerned; and

(e) exercising good corporate governance in representing the interests of the Australian grain community,

in any manner that GrainGrowers thinks fit.

1.2 Powers

GrainGrowers has all the powers of a natural person to carry out its objects under article 1.1 including, without limitation, the power to:

(a) do such things as are incidental or conducive to the attainment of its objects, including, without limitation, providing scholarships and education, research into industry issues, facilitate, provide guidance in relation to and co-ordinate discussion between industry groups, government and the wider community, research and development, and supporting publications; and

(b) to do all or any of the things authorised by the Corporations Act.

1.3 Application of income and property for objects only

Subject to article 1.4, the profits (if any) or other income and the property of GrainGrowers, however derived, must be applied solely towards the attainment of the objects of GrainGrowers as set out in article 1.1. No part of those profits or that income or property may be paid or transferred to the Members, either directly or indirectly, by way of dividend or other distribution, bonus or otherwise.

1.4 Payment by GrainGrowers in good faith

Subject to article 5.11, article 1.3 does not prevent payment in good faith to an officer or Member, or to a firm of which an officer or Member is a partner:

(a) of remuneration for services to GrainGrowers; or

(b) for goods supplied in the ordinary course of business.

1.5 Application of property on winding up

(a) If any property remains on the winding-up or dissolution of GrainGrowers and after satisfaction of all its debts and liabilities, that property may not be paid to or distributed among the Members but must be distributed to one or more charities registered with the Australian Charities and Not-for-profits Commission which:

(1) have charitable objects similar to those in article 1.1; and

(2) prohibit the distribution of any surplus assets to its members to at least the same extent as GrainGrowers.

(b) The decision of which charities are to receive the surplus assets under article 1.5(a), is to be determined by:

(1) the Members at or before the time of dissolution; or

(2) in the event that no determination under article 1.5(b)(1) is made, any judge of an Australian court who may have or acquire jurisdiction in relation to the winding up or dissolution of GrainGrowers.

1.6 Registration under the ACNC Act

While GrainGrowers is a registered charity under the ACNC Act GrainGrowers will comply with the applicable requirements and standards of the ACNC Act.

2 Membership

2.1 Classes of Members

Initially there will be one class of Members, being Ordinary Members.

2.2 Becoming a Member

A person may only become a Member under article 2.3.

2.3 Admission as a Member

The Directors may in accordance with this constitution admit any person as a Member if the person agrees to be bound by this constitution.

2.4 Board may create and vary classes and class rights

(a) The Board may, subject to this constitution and the Corporations Act:

(1) establish any new class of membership of GrainGrowers and define the rights, restrictions and obligations of Members in that class; and

(2) vary or cancel the rights, restrictions and obligations of Members in any new or existing class, if:

(A) 75% of the Members of that class give their written consent; or

(B) a special resolution to that effect is passed at a separate meeting of those Members.

The articles on general meetings apply so far as they are capable of application and with the necessary changes to every such separate meeting.

(b) Where the Board has established classes of membership under article 2.4(a), GrainGrowers may, by resolution, reclassify or convert Members from one class to another, and the rights conferred upon the Members of that class are to be taken as not having been varied by the admission of further Members of that class or of a class having rights or privileges ranking equally with them.

2.5 Mergers with other organisations

The Board may from time to time approve other organisations (with similar objects) or their members joining GrainGrowers. The Board may take any actions that are reasonable to facilitate this, including to:

(a) approve the admission of a group of new members as Ordinary Members and waive (or reduce) their joining fee;

(b) join in any scheme of arrangement or other undertaking to facilitate the transfer of property and members to GrainGrowers;

(c) adjust the Region boundaries in accordance with article 5.6, to reflect the change in the geographic spread of Members; or

(d) appoint one or more of the new Ordinary Members as Director(s) to fill a casual vacancy of the Board until the next General Meeting in accordance with article 5.9.

2.6 Eligibility criteria

(a) **Eligibility Criteria**: A natural person over 18 years of age may become or remain an Ordinary Member (as appropriate), if they are, or under rules made by the Board under article 2.6(f) they are considered to be, a grain producer who ordinarily has an interest in not less than 20 hectares of grain under cultivation. This article 2.6(a) does not apply to Transitional Ordinary Members.

(b) **Eligibility Criteria are continuing**: The Eligibility Criteria shall be continuing requirements for Ordinary Members (except for Transitional Ordinary Members).

(c) **Non-compliance with Eligibility Criteria**: The Board may from time to time enquire in writing whether an Ordinary Member (except for a Transitional Ordinary Member) continues to comply with the Eligibility Criteria. If the Board:

(1) provides to such an Ordinary Member a written notice (**Eligibility Notice**) stating that:

(A) the Board invites the Ordinary Member to demonstrate to the Board that they continue to satisfy the Eligibility Criteria; and

(B) if the Board is not satisfied of the Ordinary Member's continuing satisfaction of the Eligibility Criteria within 60 days of the date of the Eligibility Notice it will remove that Member from the Register; and

(2) is not satisfied within 60 days of the date of the Eligibility Notice that the Ordinary Member continues to meet the Eligibility Criteria, it may remove that Member from the Register.

(d) **Board's discretion to waive Eligibility Criteria**: The Board has a discretion to waive the Eligibility Criteria generally or, in a particular case, to admit any person as an Ordinary Member provided that the Board reasonably considers that such waiver does not materially conflict with the interests and objectives of GrainGrowers.

(e) **No joint Ordinary Members or partnerships as Ordinary Members**:

No

(1) persons may be jointly admitted as Ordinary Members;

(2) partnerships may be admitted as Ordinary Members; and

(3) corporations or other bodies corporate may be admitted as Ordinary Members,

except in the case of Transitional Ordinary Members, who may have joint memberships and may be corporations or other bodies corporate.

(f) **Rules for determining Eligibility Criteria**: The Board may from time to time make such rules as it shall see fit:

(1) as to the procedure for admission of Ordinary Members; and

(2) for determining whether a person should be considered to:

(A) be a “grain producer”; and

(B) “ordinarily [have] an interest in not less than 20 hectares of grain under cultivation”,

for the purposes of article 2.6(a) by virtue of the person’s connection with active grain production regardless of whether or not they actually satisfy those criteria provided that the Board reasonably considers that such waiver does not materially conflict with the interests and objectives of GrainGrowers.

2.7 Board’s discretion to admit or refuse admission as a Member

The Board has a discretion to refuse any person admission as a Member without giving any reason for such refusal.

2.8 Evidence of eligibility to be provided upon request

The Board may request any person applying for admission as an Ordinary Member (otherwise than in the case of a Transitional Ordinary Member applying to renew their membership) to:

(a) declare in the application or renewal form, that they satisfy the Eligibility Criteria; and

(b) if so requested, provide satisfactory evidence of their eligibility to the Board.

2.9 Continuing membership for Ordinary Members

(a) **Ordinary membership – no renewal**: All memberships of Ordinary Members will be a continuing, “life” membership provided that (otherwise than in the case of Transitional Ordinary Members):

(1) each Ordinary Member continues to satisfy the Eligibility Criteria; and

(2) if the Board determines that an Annual Fee is payable by Ordinary Members in respect of a particular year, each Ordinary Member pays that Annual Fee on or before the date set for payment by the Board.

(b) **Payment letter**: If the Board determines that an Annual Fee is payable in respect of a particular year, it must send a letter to each Ordinary Member (other than a Transitional Ordinary Member) at least 30 days prior to the date for payment of the Annual Fee, stating that the Annual Fee is payable and its amount, and that the Annual Fee must be paid by each such Ordinary Member in order to remain an Ordinary Member.

(c) **Failure to pay**: If an Ordinary Member fails to pay their Annual Fee by the date set for payment by the Board, the Ordinary Member will cease to be an Ordinary Member from that date, unless the Board determines otherwise.

(d) **Ordinary Member fails to meet Eligibility Criteria**: If an Ordinary Member pays an Annual Fee but the Board is not satisfied that they meet the Eligibility Criteria, the Board may remove the Ordinary Member from the Register and refund the Ordinary Member’s Annual Fee. This article in no way limits the Board’s ability to remove an Ordinary Member from the Register who does not meet the Eligibility Criteria at any other time.

(e) **Further enquiries**: In determining whether an Ordinary Member satisfies the Eligibility Criteria, the Board may make such further enquiries and request that the Ordinary Member provide it with such additional information as it considers necessary.

2.10 Application and annual fees – Ordinary Members

(a) The Board may from time to time determine fees, which shall be paid on application for membership as an Ordinary Member, and annually in order to remain an Ordinary Member, provided that such fees may not exceed $100 or any greater maximum amount as may be approved by the Members by ordinary resolution.

(b) The Board may waive these fees in a particular case or for a period of time.

2.11 Ceasing to be a Member

(a) A Transitional Ordinary Member automatically ceases to be a Member on:

(1) resignation by the Transitional Ordinary Member; or

(2) death of the Transitional Ordinary Member.

(b) An Ordinary Member automatically ceases to be a Member on:

(1) the date that the Board removes the Member from the Register pursuant to this constitution;

(2) the date the Ordinary Member ceases to be a Member pursuant to article 2.9(c);

(3) resignation by the Member;

(4) death of the Member;

(5) the occurrence of any other circumstances prescribed in the terms of membership applicable to the Member or in any undertaking given by the Member upon their admission to membership; or

(6) the date the Member is expelled under article 2.12(a)(5).

2.12 Warning, suspension, and expulsion of Members

(a) Subject to this article 2.12, if the Board considers that a Member has:

(1) breached this constitution; or

(2) done something that is harming, has harmed, or is reasonably likely to harm, GrainGrowers, its interests, or the furtherance of any of the purposes set out in article 1.1,

then the Board may, by resolution of the Board:

(3) give that Member a written warning that the Member's rights may be suspended, or the Member may be expelled, if that Member engages in further conduct referred to in article 2.12(a)(1) or 2.12(a)(2);

(4) suspend the Member's rights as a member for a maximum period of 12 months; or

(5) expel the Member.

(b) At least 14 days before the Board passes a resolution referred to in article 2.12(a) in relation to a Member, GrainGrowers must notify that Member in writing of:

(1) the fact that the Board is considering passing that resolution and the Board's reasons for doing so;

(2) the date of the Board meeting at which that resolution will be considered and, if thought fit, passed; and

(3) the Member's right under article 2.12(c) to provide a response or an explanation to the Board.

(c) A Member that is the subject of a proposed resolution under article 2.12(a) has a right to provide a response or an explanation to the Board as to why the Board should not pass that resolution:

(1) in writing given to GrainGrowers before the Board meeting considering that resolution; or

(2) in person at that Board meeting.

(d) Before passing a resolution under article 2.12(a) in relation to a Member, the Board must consider in good faith any response or explanation which the Member has provided under article 2.12(c).

(e) If the Board passes a resolution referred to in article 2.12(a)(5), GrainGrowers must notify the person that is the subject of that resolution in writing on the date the resolution is passed of the resolution and the person's right to appeal by notice in writing given to GrainGrowers within 14 days of the date of the resolution (**Notice of Appeal**).

(f) If a person has given a Notice of Appeal under article 2.12(e), the Board must then convene a general meeting as soon as practicable after the notice is received to consider only the appeal, and notify that person in writing of the person's right to:

(1) circulate any written material with the notice of meeting and the date by which such material must be provided to GrainGrowers to exercise this right;

(2) address the meeting; and

(3) present written material to the meeting.

(g) The meeting convened in accordance with article 2.12(f) must decide whether to uphold or revoke the resolution of the Board. The resolution of the Board is upheld if a simple majority of the votes cast at the meeting are in favour of it.

(h) There will be no liability for any loss or injury suffered by a Member or any person as a result of any decision made in good faith under this article 2.12.

2.13 Resignation

A Member may by notice to GrainGrowers resign their membership status with immediate effect or with effect from a specified date occurring not more than seven days after the service of the notice. For the avoidance of doubt, members can provide their notice of resignation verbally or in writing.

2.14 Membership status not transferable

Membership of GrainGrowers is personal to the Member and is not transferable.

2.15 Equitable and other claims

Except as otherwise required by law or provided by this constitution, GrainGrowers is not:

(a) compelled in any way to recognise a person as holding a membership upon any trust, even if GrainGrowers has notice of that trust; or

(b) compelled in any way to recognise, or bound by, any equitable, contingent, future or partial claim to or interest in a membership on the part of any other person except an absolute right of ownership in the registered Member, even if GrainGrowers has notice of that claim or interest.

2.16 Limited liability

The Members have no liability as Members except as set out in article 14.

3 General meetings

3.1 Corporations Act provisions

General meetings, including annual general meetings, must be held in accordance with this constitution and the Corporations Act despite the fact that the provisions of the Corporations Act dealing with members' meetings may not be directly applicable to GrainGrowers.

3.2 Power to convene general meeting

The Board may convene a general meeting when they think fit and must do so if required to do so under the Corporations Act.

A general meeting may be called and arranged to be held only as provided by this article 3 or as provided by sections 249D, 249E, 249F and 249G of the Corporations Act.

3.3 Notice of general meeting

(a) Subject to this constitution, notice of a general meeting must be given within the time limits prescribed by the Corporations Act and in the manner authorised by article 12 to each person who is at the date of the notice:

(1) a Member;

(2) a Director; or

(3) an Auditor.

(b) A notice of a general meeting must specify the date, time and place of the meeting and, except as provided in article 3.3(c), state the general nature of the business to be transacted at the meeting.

(c) It is not necessary for a notice of an AGM to state that the business to be transacted at the meeting includes the consideration of the annual financial report, Directors' report and auditor's report, the election of Directors, the appointment of the auditor or the fixing of the auditor's remuneration.

(d) A person may waive notice of any general meeting by notice in writing to GrainGrowers.

(e) The non-receipt of notice of a general meeting or proxy form by, or a failure to give notice of a general meeting or a proxy form to, any person entitled to receive notice of a general meeting under this article 3.3 does not invalidate any act, matter or thing done or resolution passed at the general meeting if:

(1) the non-receipt or failure occurred by accident or error;

(2) before or after the meeting, the person:

(A) has waived or waives notice of that meeting under article 3.3(d); or

(B) has notified or notifies GrainGrowers of the person's agreement to that act, matter, thing or resolution by notice in writing to GrainGrowers.

(3) Notwithstanding the non-receipt or failure, the person attended the meeting.

(f) Any material matter that is not included in the notice of meeting will not be considered at a general meeting.

3.4 Calculation of period of notice

In computing the period of notice under article 3.3, both the day on which the notice is given or taken to be given and the day of the meeting convened by it are to be disregarded.

3.5 Directors entitled to attend general meetings

A Director is entitled to receive notice of and attend all general meetings and speak at those meetings.

3.6 Cancellation or postponement of general meeting

(a) The Board may change the venue for, postpone or cancel a general meeting unless the meeting is called and arranged to be held by the Members or the court under the Corporations Act.

(b) If a general meeting is called and arranged to be held under section 249D of the Corporations Act the Board may postpone it but not beyond the date by which section 249D requires it to be held and may not cancel it without the consent of the requisitioning Member or Members.

3.7 Notice of cancellation or postponement of a meeting

Notice of cancellation or postponement of a general meeting must state the reason for cancellation or postponement and be given:

(a) to each Member individually; and

(b) to each other person entitled to be given notice of a meeting of GrainGrowers' Members under this constitution or the Corporations Act.

3.8 Contents of notice of postponement of meeting

A notice of postponement of a general meeting must specify:

(a) the postponed date and time for the holding of the meeting;

(b) a place for the holding of the meeting which may be either the same as or different from the place specified in the notice convening the meeting; and

(c) if the meeting is to be held in two or more places, the technology that will be used to facilitate the holding of the meeting in that manner.

3.9 Number of clear days for postponement of meeting

The number of clear days from the giving of a notice postponing the holding of a general meeting to the date specified in that notice for the holding of the postponed meeting must not be less than the number of clear days' notice of the general meeting required to be given by this constitution or the Corporations Act.

3.10 Business at postponed meeting

The only business that may be transacted at a general meeting the holding of which is postponed is the business specified in the original notice convening the meeting.

3.11 Proxy, attorney or Representative at postponed meeting

Where:

(a) by the terms of an instrument appointing a proxy or attorney or of an appointment of a Representative, the appointed person is authorised to attend and vote at:

(1) a general meeting to be held on a specified date; or

(2) a general meeting or general meetings to be held on or before a specified date; and

(b) the date for holding the meeting is postponed to a date later than the date specified in the instrument of proxy, power of attorney or appointment of Representative,

then, by force of this article, that later date is substituted for and applies to the exclusion of the date specified in the instrument of proxy, power of attorney or appointment of Representative unless the Member appointing the proxy, attorney or Representative gives to GrainGrowers at its Registered Office notice in writing to the contrary not less than 48 hours before the time to which the holding of the meeting has been postponed.

4 Proceedings at general meetings

4.1 Reference to a Member

Unless the contrary intention appears, a reference to a Member in this article 4 means a person who is a Member, or:

(a) a proxy;

(b) an attorney; or

(c) a Representative, of that Member.

4.2 Number for a quorum

Subject to article 4.5, 10 Members present in person or by proxy, attorney or Representative are a quorum at a general meeting. In determining whether a quorum is present, each individual attending as a proxy, attorney or Representative is to be counted, except that:

(a) where a Member has appointed more than one proxy, attorney or Representative, only one is to be counted; and

(b) where an individual is attending both as a Member and as a proxy, attorney or Representative, that individual is to be counted only once.

4.3 Requirement for a quorum

An item of business (except the election of the chair of the meeting and the adjournment of the meeting) may not be transacted at a general meeting unless a quorum is present when the meeting proceeds to consider it. If a quorum is present at the time the first item of business is transacted, it is taken to be present when the meeting proceeds to consider each subsequent item of business unless the chair of the meeting (on the chair's own motion or at the request of a Member, proxy, attorney or Representative who is present) declares otherwise.

4.4 If quorum not present

If within 30 minutes after the time appointed for a meeting a quorum is not present, the meeting:

(a) if convened at the request of Members, is dissolved; and

(b) in any other case stands adjourned to the same day in the next week and the same time and place, or to such other day, time and place as the Board appoint by notice to the Members and others entitled to notice of the meeting.

4.5 Adjourned meeting

At a meeting adjourned under article 4.4(b), two persons each being a Member, proxy, attorney or Representative present at the meeting are a quorum and, if a quorum is not present within 30 minutes after the time appointed for the adjourned meeting, the meeting is dissolved.

4.6 Appointment and powers of chair of general meeting

If the Directors have elected one of their number as Chair of their meetings, that person is entitled to preside as chair at a general meeting.

4.7 Absence of Chair at general meeting

If a general meeting is held and:

(a) a Chair has not been elected by the Board; or

(b) the elected Chair is not present within 15 minutes after the time appointed for the holding of the meeting or is unable or unwilling to act,

the following may preside as chair of the meeting (in order of precedence):

(1) the Deputy Chair (if any);

(2) a Director chosen by a majority of the Directors present;

(3) the only Director present;

(4) a Member chosen by a majority of the Members present in person or by proxy, attorney or Representative.

4.8 Conduct of general meetings

The chair of a general meeting:

(a) has charge of the general conduct of the meeting and of the procedures to be adopted at the meeting;

(b) may require the adoption of any procedure which is in the chair's opinion necessary or desirable for proper and orderly debate or discussion and the proper and orderly casting or recording of votes at the general meeting; and

(c) may, having regard where necessary to the Corporations Act, terminate discussion or debate on any matter whenever the chair

considers it necessary or desirable for the proper conduct of the meeting, and a decision by the chair under this article is final.

4.9 Adjournment of general meeting

The chair of a general meeting may at any time during the meeting adjourn the meeting or any business, motion, question, resolution, debate or discussion being considered or remaining to be considered by the meeting either to a later time at the same meeting or to an adjourned meeting at any time and any place, but:

(a) in exercising the discretion to do so, the chair may, but need not, seek the approval of the Members present in person or by proxy, attorney or Representative; and

(b) only unfinished business is to be transacted at a meeting resumed after an adjournment.

Unless required by the chair, a vote may not be taken or demanded by the Members present in respect of any adjournment.

4.10 Notice of adjourned meeting

It is not necessary to give any notice of an adjournment or of the business to be transacted at any adjourned meeting unless a meeting is adjourned for one month or more. In that case, notice of the adjourned meeting must be given as in the case of an original meeting.

4.11 Questions decided by majority

Subject to the requirements of the Corporations Act, a resolution is taken to be carried if a simple majority of the votes cast on the resolution are in favour of it.

4.12 Equality of votes - casting vote for chair

If there is an equality of votes, either on a show of hands or on a poll, the chair of the meeting is entitled to a casting vote in addition to any votes to which the chair is entitled as a Member or proxy or attorney or Representative.

4.13 Voting on show of hands

At any general meeting a resolution put to the vote of the meeting may be decided on a show of hands unless a poll is demanded. A declaration by the chair that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the book containing the minutes of the proceedings of GrainGrowers, is conclusive evidence of the fact.

Neither the chair nor the minutes need state and it is not necessary to prove the number or proportion of the votes recorded in favour of or against the resolution.

4.14 Poll

(a) A poll may be demanded before the vote is taken or before or immediately after the declaration of the result of the show of hands:

(1) by the chair of the meeting;

(2) by at least five Members present and having the right to vote on the resolution; or

(3) by a Member or Members present at the meeting and representing at least 5% of the total voting rights of all the Members having the right to vote on the resolution on a poll.

(b) If a poll is demanded:

(1) it must be taken in the manner and at the date and time directed by the chair and the result of the poll is the resolution of the meeting at which the poll was demanded;

(2) on the election of a chair, it must be taken immediately;

(3) the demand may be withdrawn; and

(4) the demand does not prevent the continuance of the meeting for the transaction of any business other than the question on which the poll has been demanded.

(c) If a poll is sought by the chair on a question of an adjournment under article 4.9(a), it must be taken immediately.

4.15 Entitlement to vote

Subject to this constitution generally and specifically article 4.12:

(a) every Member has one vote;

(b) on a show of hands, each Member present in person has one vote; and

(c) on a poll, each Member present in person has one vote and each person present as proxy, attorney or Representative of a Member has one vote for each Member that the person represents.

4.16 Joint Transitional Ordinary Members' vote

A joint Transitional Ordinary Member only has one vote in respect of that membership.

4.17 Validity of vote in certain circumstances

Unless GrainGrowers has received written notice of the matter before the start or resumption of the meeting at which a person votes as a proxy, attorney or Representative, a vote cast by that person is valid even if, before the person votes:

(a) the appointing Member dies; or

(b) the Member revokes the appointment or authority.

4.18 Objection to voting qualification

An objection to the right of a person to attend or vote at the meeting or adjourned meeting:

(a) may not be raised except at that meeting or adjourned meeting; and

(b) must be referred to the chair of the meeting, whose decision is final. A vote not disallowed under the objection is valid for all purposes.

4.19 Representation at general meetings

(a) Subject to this constitution, each Member entitled to vote at a meeting of Members may vote:

(1) in person or, where a Member is a body corporate, by its Representative;

(2) by casting a Direct Vote;

(3) by proxy; or

(4) by attorney.

(b) A proxy, attorney or Representative may, but need not, be a Member of GrainGrowers.

(c) Any proxy appointment which is, or proports to be, as at 19 September 2022 valid for a period of two years or more will, unless such proxy is revoked or expires beforehand, automatically expire on 21 September 2022 and will be deemed invalid.

(d) Unless otherwise provided in the instrument, an instrument appointing a proxy, attorney or Representative will be taken to confer authority:

(1) to agree to a meeting being convened by shorter notice than is required by the Corporations Act or by this constitution;

(2) to speak to any proposed resolution on which the proxy, attorney or Representative may vote;

(3) to demand or join in demanding a poll on any resolution on which the proxy, attorney or Representative may vote;

(4) even though the instrument may refer to specific resolutions and may direct the proxy, attorney or Representative how to vote on those resolutions:

(A) to vote on any amendment moved to the proposed resolutions and on any motion that the proposed resolutions not be put or any similar motion;

(B) to vote on any procedural motion, including any motion to elect the chair, to vacate the chair or to adjourn the meeting; and

(C) to act generally at the meeting; and

(5) even though the instrument may refer to a specific meeting to be held at a specified time or venue, where the meeting is rescheduled or adjourned to another time or changed to another venue, to attend and vote at the re-scheduled or adjourned meeting or at the new venue.

(e) An instrument appointing a proxy or attorney may direct the manner in which the proxy or attorney is to vote in respect of a particular resolution and, where an instrument so provides, the proxy or attorney is not entitled to vote on the proposed resolution except as directed in the instrument.

(f) Subject to articles 4.19(c) and 4.19(h), an instrument appointing a proxy or attorney must be in a form prescribed or accepted by the Board.

(g)

(1) A proxy or attorney may not vote at a general meeting or adjourned meeting or on a poll unless the instrument appointing the proxy or attorney, and the authority under which the instrument is signed or a certified copy of the

authority, are received in the places and before the times specified for that purpose in the notice calling the meeting.

(2) The place may be GrainGrowers' registered office or other place specified in the notice.

(3) Notwithstanding article 3.1 and so long as GrainGrowers remains a charity registered with the ACNC, the time must be no greater than three business days prior to the meeting or adjourned meeting to which the proxy relates.

(h) The Board may waive all or any of the requirements of articles 4.19(f) and (g) and in particular may, upon the production of such other evidence as the Board requires to prove the validity of the appointment of a proxy or attorney, accept the deposit, tabling or production of a copy (including a copy sent by electronic means) of an instrument appointing a proxy or attorney or of the power of attorney or other authority under which the instrument is signed.

(i) The appointment of a proxy or attorney is not revoked by the appointer attending and taking part in the general meeting but, if the appointer votes on any resolution, the proxy or attorney is not entitled to vote, and must not vote, as the appointer's proxy or attorney on the resolution.

4.20 Direct Voting

(a) The Directors may, subject to law, determine that, at any general or class meeting, Members who are entitled to attend and vote at that meeting are entitled to vote by providing a valid notice of their voting intention (a **Direct Vote**). The Directors may approve rules and procedures not inconsistent with the Constitution dealing with Direct Voting.

(b) A Member is entitled to cast a Direct Vote prior to the relevant general or class meeting on any or all proposed resolutions notice of which has been given, including but not limited to those with respect to the election of Directors at the annual general meeting. Every Member who is entitled to attend that general or class meeting is entitled to cast a Direct Vote.

(c)

(1) A Member who wishes to cast a Direct Vote prior to the relevant general or class meeting must complete the voting form for the Direct Vote (**Direct Voting Form**) in person, or as article 4.20(c)(2) provides. For the avoidance of doubt, the Direct Voting Form may be a form that is completed and submitted electronically.

(2) The Direct Voting Form may also be completed by a duly authorised attorney under a power of attorney which confers a power on the attorney to exercise the right of the Member to cast a Direct Vote.

(d) Where the Directors determine that a meeting is one at which Direct Voting will be recognised, all Members must be given at least 21 days notice of it and notice that Direct Voting is an option must be given to all other persons entitled to receive a notice of the meeting.

(e) The Secretary will send a notice of meeting to all Members eligible to vote, giving particulars of the business in relation to which the meeting is being conducted, an explanation of the method of voting and notice of the closing date of the meeting, and a Direct Voting Form (or a link to that form, if in electronic format), all in a form and with such content as the Directors may approve.

(f) The non-receipt of, or of access to, a Direct Voting Form by, or the accidental omission to give, or to give access to, a Direct Voting Form to, a person entitled to vote shall not invalidate the results of the meeting.

(g) A Direct Vote may be received:

(1) by personal delivery or by post at GrainGrowers' registered office;

(2) at a place, electronic address specified or on an electronic platform for the purpose in the notice of meeting.

(h) A Direct Voting Form is only valid if:

(1) it is duly completed;

(2) it is signed, executed or otherwise authenticated by the Member (or his or her attorney);

(3) it includes the Member's current membership number; and

(4) the Direct Voting Form and a certified copy of the power of attorney under which the Direct Voting Form is signed, executed or authenticated, is or are received:

(A) at the place specified in the notice of meeting (which, for the avoidance of doubt, may include an electronic address); and

(B) at the time specified by the Board, which, notwithstanding article 3.1 and so long as GrainGrowers remains a charity registered with the ACNC, must be no greater than three business days prior to the meeting to which the Direct Vote relates.

(i) The chair's decision as to whether a Direct Vote is valid is conclusive.

(j) If a Member casts a Direct Vote on a particular resolution they are taken to have revoked the authority of a previously authorised proxy (including a Standing Proxy) to vote on their behalf on that resolution.

(k) If a Direct Vote and an appointment of proxy by a Member are both received at the same time, the Direct Vote is deemed to revoke the appointment of the proxy for the purpose of voting on the resolution or resolutions in respect to which the Direct Vote is cast.

(l) If more than one Direct Vote by a Member on a particular resolution is received by the Company the Direct Vote last received by the Company overrides the Direct Vote earlier received.

(m) A Direct Vote by a Member overrides a vote by a proxy of the same Member irrespective of when the proxy vote is received.

(n) A Member who has cast a Direct Vote is entitled to attend the meeting. A vote at the meeting by a Member who attends the meeting in person cancels a Direct Vote of the Member. Otherwise, once a Direct Vote of a Member has been received by the Company, it may be revoked only by notice from the Member expressly revoking it which is received by the Company before the commencement of the meeting in respect of which it has been cast.

(o) A vote cast in accordance with a Direct Vote is valid even if before the vote was received by GrainGrowers the Member:

(1) died; or

(2) wishes to change their vote,

unless written notification of the relevant event is received by GrainGrowers at its registered office or a specific address for receipt of Direct Votes as referred to in article 4.20(g)(2) before the meeting, adjourned meeting or the taking of the poll in respect of which the Direct Vote was to have been cast.

(p) If a vote is taken at a meeting on a resolution on which a Direct Vote was cast, the chair of the meeting must:

(1) on a vote by a show of hands, exclude each Member who has submitted a Direct Vote for or against the resolution in accordance with their Direct Vote; and

(2) on a poll, count the vote cast by each Member who has submitted a Direct Vote directly for or against the resolution.

(q) The chair of a meeting:

(1) should call for a poll on a resolution where he or she believes that, having regard to the Direct Votes cast or directed proxies received, the result may differ from that obtained on a show of hands; and

(2) must ensure that a certificate signed by the returning officer with respect to the Direct Votes received is available at the meeting ahead of any vote being taken.

(r) For the avoidance of doubt and subject to the Board's determination, a Direct Vote can also be used for voting via ballot.

4.21 Meetings conducted using technological means

(a) Subject to the Corporations Act and this constitution, the contemporaneous linking together by a form of technology of a number of members sufficient to constitute a quorum constitutes a general meeting.

(b) Where a general meeting is held at two or more places (including an online platform) using any form of technology:

(1) a member participating in the meeting is taken to be present in person at the meeting;

(2) the provisions of this constitution relating to general meetings apply, so far as they can and with such changes as are necessary, to general meetings held using that technology;

(3) the meeting is taken to be held at the place determined by the chair provided that at least one of the members present at the meeting was at the place for the duration of the general meeting; and

(4) the conduct of the meeting must comply with any policies and procedures relating to the meetings conducted using

technological means as determined by the Directors from time to time.

(c) If the technology used in article 4.21(b) encounters a technical difficulty, whether before or during the general meeting, which results in a member not being able to participate in the meeting, the chair may, subject to the Corporations Act and the requirements of articles 4.2 and 4.3 being satisfied:

(1) allow the meeting to continue; or

(2) adjourn the meeting either for a reasonable period of time as may be required to fix the technology or to such other date, time and location as the chair of the meeting considers appropriate.

(d) For the avoidance of doubt, where the chair has allowed the general meeting to continue in accordance with article 4.21(c)(1), any resolution passed at that meeting is valid.

(e) Subject to the Corporations Act and this constitution, the Directors may make policies and procedures relating to the passing of member resolutions by technological means as determined by the Directors from time to time.

5 Directors

5.1 Number of Directors

The number of Directors is to be not less than six and not more than eight, comprising six Grower Directors elected by Members and each representing a Region and, at the Board's discretion, up to two Non-Grower Directors appointed by the Board pursuant to article 5.10.

5.2 Eligibility for election as Grower Director

A person is not eligible for election as a Grower Director at a general meeting of GrainGrowers unless a consent to nomination signed by the person has been lodged at the Registered Office at least 30 business days before the general meeting or any other period permitted under the Corporations Act.

5.3 Membership qualification of Grower Directors

A Grower Director must be an Ordinary Member of GrainGrowers as a qualification for office.

5.4 Regions

(a) Basis of Regions: It is intended that:

(1) each Region will have a reasonably similar Regional Percentage as each other Region;

(2) each Member will be resident within a Region; and

(3) the boundaries of each Region will be determined by reference to Australian post codes used from time to time by Australia Post.

(b) Regions: There will be 3 Regions:

(1) Northern Region, which, until boundaries are altered pursuant to article 5.6, will be the Northern Territory, Queensland and Northern New South Wales;

(2) Southern Region, which, until boundaries are altered pursuant to article 5.6, will be Central and Southern New South Wales, Victoria and Tasmania; and

(3) Western Region, which, until boundaries are altered pursuant to article 5.6, will be South Australia and Western Australia.

5.5 Grower Directors to represent Regions

(a) Each Region will be represented by two Grower Directors.

(b) To be eligible for election or appointment as a Grower Director representing a Region, a person must be eligible to be a Grower Director of GrainGrowers and must be resident or in the business of grain production within that Region.

(c) A Grower Director may not represent more than one Region.

(d) For the avoidance of doubt, the fact that a Director represents a Region does not in any way limit the duties that the Director owes to GrainGrowers and Members generally, and such duties are not confined to the Region that the Director represents.

(e) For the avoidance of doubt, Non-Grower Directors do not represent a Region and accordingly, articles 5.5(b) and 5.7 do not apply to Non-Grower Directors.

5.6 Process of altering Region boundaries

The Region boundaries may be altered in accordance with the following principles:

(a) **Board review**: The boundaries of the Regions will be reviewed by the Board at least once every five years to identify whether the Regions reflect the principles set out in article 5.4(a).

(b) **Adjustment**:

(1) The Board may (after a review pursuant to article 5.6(a)) alter the boundaries of the Regions in accordance with the principles set out in article 5.4(a).

(2) Within a reasonable time of altering a Region boundary, the Board must notify the Members of such change in such manner as is determined by the Board.

5.7 Retirement and rotation of Grower Directors

(a) **Regions**: The rotation of Grower Directors to represent each of the Regions will commence with the retirement and election of:

(1) two Grower Directors to represent Northern Region at the annual general meeting in the year 2012;

(2) two Grower Directors to represent Southern Region at the annual general meeting in the year 2013; and

(3) two Grower Directors to represent Western Region at the annual general meeting in the year 2014.

Thereafter, Grower Directors who represent a Region will retire at the annual general meeting which is held in the year which is three years after the year in which Grower Directors representing that Region last retired pursuant to this article 5.7.

(b) **Election**: Each Member may vote in an election to replace a Grower Director who retires from office pursuant to this article 5.7 (or pursuant to article 5.9(b)) and represents a Region. The Board may determine the manner in which any vote in respect of the election of Grower Directors (including pursuant to this article 5.7(b)) will be undertaken, including by determining that members may vote only in favour of (but not against) the election of a candidate, or otherwise abstain from voting on that resolution.

5.8 Office held until conclusion of meeting

(a) A retiring Grower Director holds office until the conclusion of the meeting at which that Grower Director retires but, subject to article 5.8(b), is eligible for re- election provided that they meet the criteria set out in articles 5.3 and 5.5(b).

(b) A person may be elected as a Grower Director more than once, including for consecutive abutting terms, for a maximum of three terms.

(c) A Grower Director who has been elected as the Chair under article 7.5 at any time, is eligible to serve one further consecutive three year term as a Grower Director.

5.9 Casual vacancy

(a) The Board may at any time appoint a person to be a Grower Director either as an addition to the existing Directors or to fill a casual vacancy, provided that:

(1) the total number of Directors does not exceed the number set under article 5.1; and

(2) the person to be appointed meets the criteria set out in articles 5.3 and 5.5(b).

(b) A Grower Director appointed under this article 5.9 holds office until the conclusion of the next annual general meeting of GrainGrowers but is eligible for election at that meeting for a term determined by article 5.7.

5.10 Non-Grower Directors

(a) The Board may, at any time when considered appropriate, appoint up to two Directors for a term of up to three years (each a **Non-Grower Director**).

(b) A Non-Grower Director holds office until the conclusion of the term of his or her appointment under article 5.10(a), unless their office is first vacated under article 5.14.

(c) A person may be appointed as a Non-Grower Director under this article 5.10 more than once, including for consecutive abutting terms, for a maximum of three terms.

5.11 Remuneration of Directors

Subject to the Corporations Act:

(a) Each Director is entitled to such reasonable remuneration out of the funds of GrainGrowers as the Board determines.

(b) The remuneration of a Director may be a stated salary or a fixed sum for attendance at each meeting of the Board or both and will be taken to accrue from day to day.

(c) If a Director renders or is called upon to perform extra services or to make any special exertions in connection with the affairs of GrainGrowers, the Board may arrange for a special remuneration

to be paid to that Director, either in addition to or in substitution for that Director's remuneration under article 5.11(a).

(d) Nothing in article 5.11(a) restricts the remuneration to which a Director may be entitled as an officer of GrainGrowers or of a related body corporate in a capacity other than Director, which may be either in addition to or in substitution for that Director's remuneration under article 5.11(a).

5.12 Expenses of Directors

A Director is to be reimbursed out of the funds of GrainGrowers for reasonable travelling, accommodation and other expenses incurred when travelling to or from meetings of the Board or a committee or when otherwise engaged on the affairs of GrainGrowers.

5.13 Director's interests

(a) Subject to complying with the Corporations Act regarding disclosure of and voting on matters involving material personal interests, a Director may:

(1) hold any office or place of profit in GrainGrowers, except that of Auditor;

(2) hold any office or place of profit in any related body corporate or any other company, body corporate, trust or entity promoted by GrainGrowers or in which it has an interest of any kind and is not accountable to GrainGrowers for any remuneration or other benefits received by the Director as a Director or officer of, or from having an interest in, that company, body corporate, trust or entity;

(3) exercise the voting rights conferred by shares in any body corporate held or owned by GrainGrowers in such manner in all respects as the Board thinks fit (including voting in favour of any resolution appointing a Director as a Director or other officer of that body corporate or voting for the payment of remuneration to the Directors or other officers of that body corporate) and a Director may, if permitted by law, vote in favour of the exercise of those voting rights notwithstanding that he or she is, or may be about to be appointed, a Director or other officer of that other body corporate and, as such, interested in the exercise of those voting rights;

(4) enter into a contract or arrangement with GrainGrowers;

(5) participate in any association, institution, fund, trust or scheme for past or present employees or Directors of

GrainGrowers or persons dependent on or connected with them;

(6) act in a professional capacity (or be a member of a firm which acts in a professional capacity) for GrainGrowers, except as auditor;

(7) participate in, vote on and be counted in a quorum for any meeting, resolution or decision of the Board and may be present at any meeting where any matter is being considered by the Board; and

(8) sign or participate in the execution of a document by or on behalf of GrainGrowers.

(b) A Director may do any of the above despite the fiduciary relationship of the Director's office:

(1) without any liability to account to GrainGrowers for any direct or indirect benefit accruing to the Director; and

(2) without affecting the validity of any contract or arrangement.

(c) A reference to GrainGrowers in this article is also a reference to each related body corporate of GrainGrowers.

(d) A Director is not disqualified merely because of being a Director from contracting with GrainGrowers in any respect including, without limitation:

(1) selling any property to, or purchasing any property from, GrainGrowers;

(2) lending any money to, or borrowing any money from, GrainGrowers with or without interest and with or without security;

(3) guaranteeing the repayment of any money borrowed by GrainGrowers for a commission or profit; or

(4) underwriting or guaranteeing the subscription for securities in GrainGrowers or in any related body corporate or any other body corporate promoted by GrainGrowers or in which GrainGrowers may be interested as a shareholder or otherwise, for a commission or profit.

(e) Subject to article 5.13(f), a Director who is in any way interested in any contract or arrangement or proposed contract or arrangement may, despite that interest:

(1) be counted in determining whether or not a quorum is present at any meeting of the Board considering that contract or arrangement or proposed contract or arrangement;

(2) vote in respect of, or in respect of any matter arising out of, the contract or arrangement or proposed contract or arrangement; and

(3) sign or countersign any document relating to that contract or arrangement or proposed contract or arrangement GrainGrowers may execute.

(f) Article 5.13(e) does not apply if, and to the extent that, it would be contrary to the Corporations Act or the Governance Standards.

(g) The Board may make regulations requiring the disclosure of interests that a Director, and any person deemed by the Board to be related to or associated with the Director, may have in any matter concerning GrainGrowers or a related body corporate and any regulations made under this constitution will bind all Directors.

5.14 Vacation of office

In addition to the circumstances in which the office of a Director becomes vacant under the Corporations Act and ACNC Act, the office of a Director becomes vacant if the Director:

(a) dies;

(b) resigns office by notice in writing to GrainGrowers;

(c) becomes bankrupt or insolvent or makes any arrangement or composition with his or her creditors generally;

(d) is convicted on indictment of an offence and the Board does not within one month after that conviction resolve to confirm the Director's appointment or election (as the case may be) to the office of Director;

(e) is not present at meetings of the Board for a continuous period of 4 months without leave of absence from the Board;

(f) is removed from office by resolution under section 203D of the Corporations Act, but without depriving the Director of compensation or damages payable to the Director in respect of the termination of the Director's appointment as a Director or of an appointment terminating with that as a Director; or

(g) ceases to hold membership as specified in article 5.3 (if applicable).

6 Powers and duties of Board

6.1 Board to manage GrainGrowers

The Board is to manage the business of GrainGrowers and may exercise all the powers of GrainGrowers that are not, by the Corporations Act or by this constitution, required to be exercised by GrainGrowers in general meeting.

6.2 Specific powers of Board

Without limiting the generality of article 6.1 the Board may exercise all the powers of GrainGrowers to borrow or raise money, to charge any property or business of GrainGrowers to give any security for a debt, liability or obligation of GrainGrowers or of any other person.

6.3 Execution of documents

The Board may determine how cheques, promissory notes, bankers drafts, bills of exchange or other negotiable instruments must be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, by or on behalf of GrainGrowers.

6.4 Rules

Subject to this constitution, the Board may from time to time by resolution make and rescind or alter rules which are binding on Members for the management and conduct of the business of GrainGrowers.

6.5 Appointment of attorney

The Board may, by power of attorney, appoint any person to be the attorney of GrainGrowers for the purposes and with the powers, authorities and discretions held by the Board for the period and subject to the conditions that they think fit.

6.6 Provisions in power of attorney

A power of attorney granted under article 6.5 may contain any provisions for the protection and convenience of persons dealing with the attorney that the Board thinks fit and may also authorise the attorney to delegate (including by way of appointment of a substitute attorney) all or any of the powers, authorities and discretions of the attorney.

6.7 Committees

The Board may delegate any of its powers, other than powers required by law to be dealt with by Directors as a board, to a committee or committees consisting of such one or more individuals as they think fit.

6.8 Powers delegated to committees

A committee to which any powers have been delegated under article 6.7 must exercise those powers in accordance with any directions of the Board. A power so exercised is taken to have been exercised by the Board.

6.9 Delegation to individual Directors

(a) The Board may delegate any of its powers to one Director.

(b) A Director to whom any powers have been so delegated must exercise the powers delegated in accordance with any directions of the Board.

Acceptance of such a delegation may, if the Board so resolves, be treated as an extra service or special exertion performed by the delegate for the purposes of article 5.11(c).

7 Proceedings of the Board

7.1 Board meetings

(a) The Board may meet together for conducting business, adjourn and otherwise regulate their meetings as they think fit.

(b) The contemporaneous linking together by telephone or other electronic means of a number of the Directors sufficient to constitute a quorum constitutes a meeting of the Board and all the provisions in this constitution relating to meetings of the Board apply, so far as they can and with such changes as are necessary, to meetings of the Board by telephone or other electronic means.

(c) A Director participating in a meeting by telephone or other electronic means is to be taken to be present in person at the meeting.

(d) A meeting by telephone or other electronic means is to be taken to be held at the place determined by the chair of the meeting provided that at least one of the Directors involved was at that place for the duration of the meeting.

7.2 Convening a Directors' meeting

The Chair or any two or more Directors may at any time, and the Secretary must on the written request of the Chair or such Directors, convene a meeting of the Board.

7.3 Notice of meetings of the Board

(a) Subject to this constitution, notice of a meeting of the Board must be given to each person who is at the time of giving the notice a Director.

(b) A notice of a meeting of the Board:

(1) must specify the time and place of the meeting;

(2) need not state the nature of the business to be transacted at the meeting;

(3) may be given immediately before the meeting; and

(4) may be given in person or by post, or by telephone or other electronic means.

(c) A Director may waive notice of any meeting of the Board by notifying GrainGrowers to that effect in person or by post, or by telephone or other electronic means.

(d) The non-receipt of notice of a meeting of the Board by, or a failure to give notice of a meeting of the Board to, a Director does not invalidate any act, matter or thing done or resolution passed at the meeting if:

(1) the non-receipt or failure occurred by accident or error;

(2) before or after the meeting, the Director:

(A) has waived or waives notice of that meeting under article 7.3(c); or

(B) has notified or notifies GrainGrowers of his or her agreement to that act, matter, thing or resolution personally or by post or by telephone or other electronic means; or

(3) the Director attended the meeting.

(e) Attendance by a person at a meeting of the Board waives any objection that person may have to a failure to give notice of the meeting.

7.4 Questions decided by majority

(a) A meeting of the Board at which a quorum is present is competent to exercise all or any of the authorities, powers and discretions vested in or exercisable by the Board under this constitution.

(b) A question arising at a meeting of the Board is to be decided by a majority of votes of Directors present and entitled to vote and that decision is for all purposes a decision of the Board.

7.5 Chair of Directors

(a) The Directors may elect one of their number (excluding a Non-Grower Director) as Chair and may also determine the period for which the person elected as Chair is to hold office (and if no determination is made by the Board such term will be three years), unless he or she:

(1) is removed by an ordinary resolution of the Board; or

(2) ceases to be (or ceases to be entitled to be) a Director.

(b) The office of Chair may, if the Board so resolves, be treated as an extra service or special exertion performed by the Director holding that office for the purposes of article 5.11(c).

7.6 Deputy Chair of Directors

(a) The Directors may elect one of their number (excluding a Non-Grower Director) as Deputy Chair and article 7.5(a) shall also apply to the Deputy Chair with such changes as are necessary.

(b) The office of Deputy Chair may, if the Board so resolves, be treated as an extra service or special exertion performed by the Director holding that office for the purposes of article 5.11(c).

7.7 Absence of Chair at Board meeting

If a Board meeting is held and:

(a) a Chair has not been elected under article 7.5; or

(b) the Chair is not present within 10 minutes after the time appointed for the holding of the meeting or is unable or unwilling to act,

the Deputy Chair shall be the chair of the meeting, or if the Deputy Chair is not present, Directors present must elect one of their number to chair the meeting.

7.8 Chair's casting vote at Board meetings

In the case of an equality of votes upon any proposed resolution the chair of the meeting will have a casting vote.

7.9 Quorum for Board meeting

(a) No business may be transacted at a meeting of the Board unless a quorum of Directors is present at the time the business is dealt with.

(b) A quorum consists of any number of Directors that is equal to or exceeding half of the total number of Directors at the time of the meeting.

(c) If there is a vacancy in the office of a Director then, subject to article 7.9(d) the remaining Director or Directors may act.

(d) If the number of Directors in office at any time is less than the number of Directors fixed under this constitution, the remaining Director or Directors must act as soon as possible:

(1) to increase the number of Directors to satisfy the minimum number of Directors required under this constitution; or

(2) to convene a general meeting of GrainGrowers for that purpose.

(e) If the number of Directors in office at any time is not sufficient to constitute a quorum at a meeting of the Board, the remaining Director or Directors must only act if and to the extent that there is an emergency requiring them to act.

7.10 Chair of Board committee

The members of a committee may elect one of their number as chair of their meetings. If a meeting of a committee is held and:

(a) a chair has not been elected; or

(b) the elected chair is not present within 10 minutes after the time appointed for the holding of the meeting or is unable or unwilling to act,

the members involved may elect one of their number to chair the meeting.

7.11 Meetings of Board committee

(a) A committee may meet and adjourn as it thinks proper.

(b) The provisions of this constitution applying to meetings and resolutions of the Board apply, so far as they can and with such changes as are necessary, to meetings and resolutions of a committee of the Board.

(c) Membership of a committee of the Board may, if the Board so resolves, be treated as an extra service or special exertion performed by the members for the purposes of article 5.11(c).

7.12 Determination of questions

Questions arising at a meeting of a Board committee are to be determined by a majority of votes of the members present and voting. In the case of an equality of votes upon any proposed resolution the chair of the meeting will have a casting vote.

7.13 Circulating resolutions

(a) If:

(1) all of the Directors, other than:

(A) any Director on leave of absence approved by the Board;

(B) any Director who disqualifies himself or herself from considering the act, matter, thing or resolution in question on the grounds that he or she is not entitled at law to do so or has a conflict of interest; and

(C) any Director who the Board reasonably believes is not entitled at law to do the act, matter or thing or to vote on the resolution in question,

assent to a document containing a statement to the effect that an act, matter or thing has been done or resolution has been passed; and

(2) the Directors who assent to the document would have constituted a quorum at a meeting of the Board held to consider that act, matter, thing or resolution,

then that act, matter, thing or resolution is to be taken as having been done at or passed by a meeting of the Board.

(b) For the purposes of article 7.13(a):

(1) the meeting is to be taken as having been held:

(A) if the Directors assented to the document on the same day, on the day on which the document was assented to and at the time at which the document was last assented to by a Director; or

(B) if the Directors assented to the document on different days, on the day on which, and at the time at which, the document was last assented to by a Director;

(2) two or more separate documents in identical terms each of which is assented to by one or more Directors are to be taken as constituting one document; and

(3) a Director may signify assent to a document by signing the document or by notifying GrainGrowers of the Director's assent in person or by post, or by telephone or other electronic means.

(c) Where a Director signifies assent to a document otherwise than by signing the document, the Director must by way of confirmation sign the document at the next meeting of the Board attended by that Director, but failure to do so does not invalidate the act, matter, thing or resolution to which the document relates.

7.14 Validity of acts of the Board

All acts done at a meeting of the Board or of a committee of the Board, or by a person acting as a Director are, even if it is afterwards discovered that:

(a) there was a defect in the appointment or continuance in office of a person as a Director or of the person so acting; or

(b) a person acting as a Director was disqualified or was not entitled to vote,

as valid as if the relevant person had been duly appointed or had duly continued in office and was qualified and entitled to vote.

8 Chief Executive Officer

The Board may appoint a Chief Executive Officer. The Board may give a Chief Executive Officer any of the powers conferred on them by this constitution, subject, at the Board's discretion, to:

(a) any time period;

(b) specific purposes; or

(c) any other terms and restrictions.

All or any of those powers may be given collaterally with or to the exclusion of the powers of the Board and may be revoked or varied by the Board.

9 Secretary

9.1 Appointment of Secretary

There must be at least one Secretary who is to be appointed by the Board. The Secretary in office at the time of adoption of this constitution continues in office subject to this constitution.

9.2 Suspension and removal of Secretary

The Board may suspend or remove a Secretary from that office.

9.3 Powers, duties and authorities of Secretary

A Secretary holds office on the terms and conditions (including as to remuneration) and with the powers, duties and authorities, as determined by the Board. The exercise of those powers and authorities and the performance of those duties by a Secretary is subject at all times to the control of the Board.

10 Member engagement

10.1 GrainGrowers National Policy Group

(a) Members will have the opportunity to be engaged in the activities of GrainGrowers through the NPG and GrainGrowers staff located around Australia.

(b) This article 10.1(b) is subject to article 10.1(j). The NPG will be constituted by up to 15 Members, comprising at least 2, but not more than 5, Members from each Region, as determined by Grain Growers. To the extent possible, each Region will have the same number of NPG constituents. Each NPG constituent will be elected by Members in, and will represent, the Region in which he or she is resident or in the business of grain production. A Director may not be a candidate for election to the NPG, or elected or otherwise appointed to the NPG, while he or she remains a Director. A NPG constituent may not be nominated pursuant to article 5.2, or elected or otherwise appointed as a Director, while he or she remains an NPG constituent.

(c) Each candidate for election to the NPG in a particular year must be a Member resident, or in the business of grain production, in the Region in respect of which NPG constituent elections will be held in that year.

(d) An election of NPG constituents will occur for one Region each year, corresponding to the Region in respect of which Directors (or a majority of Directors) are to be elected at the annual general meeting held in that year. The term for NPG constituents will therefore be three years. An NPG constituent will be eligible to nominate for election more than once, including for consecutive abutting terms on the NPG, for a maximum of three terms. GrainGrowers will determine from time to time the procedures for the conduct of elections to the NPG.

(e) For the avoidance of doubt, the constituents of the NPG will not be officers, employees or agents merely by virtue of their position on the NPG and neither those constituents, nor the NPG, will have the power to legally bind or otherwise represent GrainGrowers on any matter.

(f) The NPG is autonomous from the Board in making policy decisions in article 10.2, and:

(1) the Board may not amend, vary, repeal or otherwise cancel any policy decision made by the NPG; but

(2) neither the Board nor GrainGrowers is required to expressly adopt, expend any funds or otherwise take or fail to take any action, or do or cease to do any thing, in response to any policy decision made by the NPG (irrespective of how that policy decision is expressed), and no policy decision made by the NPG will limit, qualify, fetter or otherwise affect the powers of the Board under article 6 or any decision that it may make.

(g) Unless determined otherwise by the NPG, the NPG will usually have four NPG meetings in each calendar year, which are to be held at dates determined jointly by the NPG and GrainGrowers.

(h) To the extent that any matter relating to the objectives, processes or administration of the NPG is not prescribed or otherwise dealt with in this article 10, that matter may be provided for in the Policy Development Framework (as varied or replaced), which will bind GrainGrowers, the NPG and the NPG constituents to the extent that it is not inconsistent with this article 10. In addition, the Board may from time to time make such rules as it sees fit as to the procedure for removal of any NPG constituent during a term.

(i) For the avoidance of doubt, and subject to the foregoing paragraphs of this article 10.1, the constituents of the body known as the Agricultural Reference Group of Australia or the National Policy Group comprised the initial constituents of the NPG.

(j) Notwithstanding anything else in this article 10.1, the Board may nominate one Grower Director to attend the NPG meetings as a non-voting observer (who will be in addition to the 15 Members referred to in article 10.1(b) and for the avoidance of doubt is not required to comply with the requirements of article 10.1(c) and 10.1(d)). The Board will appoint an appropriate member of GrainGrowers' staff as chair of NPG meetings (**NPG chair**) on the terms and conditions as determined by the Board. The Board may at any time revoke the appointment of an NPG chair and appoint an alternative NPG chair.

10.2 Determining policy issues

(a) Subject to article 10.1, the NPG may make policy decisions that are consistent with the objects of GrainGrowers (as set out in article 1.1) and which support and endorse policy matters affecting the agricultural (and in particular grains) sectors of the Australian economy generally.

(b) For the avoidance of doubt, the NPG may make decisions in relation to policy only, and no such decision may purport to require GrainGrowers to expend funds or to take or not take any action, or otherwise purport to direct, determine, limit, fetter or otherwise affect the operations or activities of GrainGrowers or the Board.

11 Inspection of records

11.1 Inspection by Members

Subject to the Corporations Act, the Board may determine whether and to what extent, and at what times and places and under what conditions, the accounting records, the minute books, financial records, and other documents of GrainGrowers or any of them will be open to inspection by the Members (other than Directors). The Board must ensure the minute books for general meetings are open for inspection by Members free of charge.

11.2 Right of a Member to inspect

A Member (other than a Director) does not have the right to inspect any document of GrainGrowers except as provided by law or authorised by the Board or by GrainGrowers in general meeting.

12 Notices

12.1 Notices by GrainGrowers to Members

(a) A notice may be given by GrainGrowers to a Member:

(1) by serving it personally at, or by sending it by post in a prepaid envelope to, the Member's address as shown in the Register, or by sending it to the electronic address, or such other address the Member has supplied to GrainGrowers for the giving of notices; or

(2) if the Member does not have a registered address and has not supplied another address to GrainGrowers for the giving of notices, by exhibiting it at the registered office of GrainGrowers.

(b) The fact that a person has supplied an electronic address for the giving of notices does not require GrainGrowers to give any notice to that person by electronic means.

(c) A signature to any notice given by GrainGrowers to a Member under this article 12.1 may be in writing or a copy printed or affixed by some mechanical or other means.

(d) A certificate signed by a Director or secretary of GrainGrowers to the effect that a notice has been given in accordance with this constitution is conclusive evidence of that fact.

(e) While GrainGrowers has joint Transitional Ordinary Members, a notice may be given by GrainGrowers to the joint Transitional Ordinary Members by giving it to the joint Member first named in the Register in respect of the membership.

12.2 Notices by GrainGrowers to Directors

Subject to this constitution, a notice may be given by GrainGrowers to any Director either by serving it personally at, or by sending it by post in a prepaid envelope to, the Director's usual residential or business address, or by sending it to the electronic address, or such other address as the Director has supplied to GrainGrowers for the giving of notices.

12.3 Notices by Members or Directors to GrainGrowers

Subject to this constitution, a notice may be given by a Member or Director to GrainGrowers by serving it on GrainGrowers at, or by sending it by post in a prepaid envelope to, the registered office of GrainGrowers or by sending it to the principal electronic address of GrainGrowers at its registered office.

12.4 Notices posted to addresses outside the Commonwealth

A notice sent by post to an address outside the Commonwealth of Australia must be sent by airmail.

12.5 Time of service

(a) Where a notice is sent by post, service of the notice is to be taken to be effected if a prepaid envelope containing the notice is properly addressed and placed in the post and to have been effected:

(1) in the case of a notice of a general meeting, on the day after the date of its posting; or

(2) in any other case, at the time at which the letter would be delivered in the ordinary course of post.

(b) Where a notice is sent by electronic means, service of the notice is to be taken to be effected on the day after the date it is sent.

(c) Where GrainGrowers gives a notice under article 12.1(a)(2) by exhibiting it at the registered office of GrainGrowers, service of the notice is to be taken to be effected when the notice was first so exhibited.

12.6 Other communications and documents

Articles 12.1 to 12.5 (inclusive) apply, so far as they can and with such changes as are necessary, to the service of any communication or document.

12.7 Notices in writing

A reference in this constitution to a notice in writing includes a notice given by electronic means.

13 Indemnity and insurance

13.1 Persons to whom 13.2 and 13.5 apply

Articles 13.2 and 13.5 apply:

(a) to each person who is or has been a Director or Chief Executive Officer of GrainGrowers; and

(b) to such other officers or former officers of GrainGrowers as the Board in each case determines,

(each an Officer for the purposes of this article 13).

13.2 Indemnity

Subject to article 13.3, GrainGrowers must indemnify each Officer on a full indemnity basis and to the full extent permitted by law against all

losses, liabilities, costs, charges and expenses (**Liabilities**) incurred by the Officer as an officer of GrainGrowers, including without limitation:

(a) a liability for negligence; and

(b) a liability for reasonable legal costs.

13.3 Limit on indemnity

(a) The indemnity in article 13.3 does not operate in relation to any Liability which:

(1) is a Liability to GrainGrowers or any of its related bodies corporate;

(2) is a Liability for a pecuniary penalty order under section 1317G of the Corporations Act or a compensation order under section 1317H of the Corporations Act; or

(3) arises out of conduct of the Officer which was not in good faith, or which involves wilful misconduct, gross negligence, reckless misbehaviour or fraud,

provided that this article 13.3(a) does not apply to a Liability for legal costs.

(b) The indemnity in article 13.2 does not operate in relation to legal costs incurred by the Officer in defending an action for a Liability if the costs are incurred:

(1) in defending or resisting proceedings in which the Officer is found to have a Liability referred to in article 13.3(a);

(2) in defending or resisting criminal proceedings in which the Officer is found guilty;

(3) in defending or resisting proceedings brought by ASIC or a liquidator for a court order if the grounds for making the order are found by the court to have been established. For the avoidance of doubt, this does not include costs incurred in responding to actions taken by ASIC or a liquidator as part of an investigation before commencing proceedings for the court order; or

(4) in connection with proceedings for relief to the Officer under the Corporations Act in which the court denies the relief.

(c) If there is any appeal in relation to any proceedings referred to in article 13.3(b), it is the outcome of the final appeal that is relevant for the purposes of article 13.3(b).

(d) The indemnity in article 13.2 does not extend to and is not an indemnity against any amount in respect of which the indemnity would otherwise be illegal, void, unenforceable or not permitted by law; and does not operate in respect of any Liability of the Officer to the extent that Liability is covered by insurance.

13.4 Extent of indemnity

The indemnity in article 13.2:

(a) is enforceable without the Officer having to first incur any expense or make any payment;

(b) is a continuing obligation and is enforceable by the Officer even though the Officer may have ceased to be an officer of the Company; and

(c) applies to Liabilities incurred both before and after the date of this constitution.

13.5 Insurance

The company may, to the extent permitted by law:

(a) purchase and maintain insurance; or

(b) pay or agree to pay a premium for insurance,

for each Officer against any Liability incurred by the Officer as an officer of GrainGrowers including, but not limited to, a liability for negligence or for reasonable costs and expenses incurred in defending proceedings, whether civil or criminal and whatever their outcome.

13.6 Savings

Nothing in article 13.2 or 13.5:

(a) affects any other right or remedy that a person to whom those articles apply may have in respect of any Liability referred to in those articles; or

(b) limits the capacity of GrainGrowers to indemnify or provide or pay for insurance for any person to whom those articles do not apply.

14 Winding up

Each Member undertakes to contribute a maximum of $100 to GrainGrowers' property if GrainGrowers is wound up while they are a Member or within one year after they cease to be a Member. This contribution is for:

(a) payment of GrainGrowers' debts and liabilities contracted before they ceased to be a Member;

(b) the costs of winding up; and

(c) adjustment of the rights of the contributories among themselves.

15 Accounts

Any required annual returns and annual reports must be lodged with the appropriate regulator on time.

16 Minutes and records

16.1 Minutes of meetings

The Board must ensure minutes of proceedings and resolutions of general meetings and of meetings of the Board (including committees of the Board) are recorded in books kept for that purpose, within one month after the relevant meeting is held.

16.2 Minutes of resolutions passed without a meeting

The Board must ensure that minutes of resolutions passed by Board (and committees of Board) without a meeting are recorded in books kept for the purpose within one month after the resolution is passed.

16.3 Signing of minutes

(a) The minutes of a meeting must be signed within a reasonable time by the chair of the meeting or by the chair of the next meeting.

(b) The minutes of the passing of a resolution without a meeting must be signed by a Director within a reasonable time after the resolution is passed.

16.4 Minutes as evidence

A minute that is recorded and signed under articles 16.1 to 16.3 is evidence of the proceeding or resolution to which it relates unless the contrary is proved.

17 Execution of documents

17.1 Manner of execution

(a) GrainGrowers may execute a document if it is signed by:

(1) two Directors; or

(2) a Director and a secretary.

(b) A document may be signed in other ways in accordance with policies, procedures and delegations as determined by the Board from time to time.

17.2 Common seal

GrainGrowers may, but is not required to, have and use a common seal. If the Directors determine that the company have a common seal, then it must be kept and used in accordance with the law.

18 General

18.1 Submission to jurisdiction

Each Member submits to the non-exclusive jurisdiction of the Supreme Court of the State or Territory in which GrainGrowers is taken to be registered under the Act, the Federal Court of Australia and the Courts which may hear appeals from those Courts.

18.2 Prohibition and enforceability

(a) Any provision of, or the application of any provision of, this constitution which is prohibited in any place is, in that place, ineffective only to the extent of that prohibition.

(b) Any provision of, or the application of any provision of, this constitution which is void, illegal or unenforceable in any place does not affect the validity, legality or enforceability of that provision in any other place or of the remaining provisions in that or any other place.

19 Definitions and interpretation

19.1 Definitions

In this constitution unless the contrary intention appears:

2016 Modification Date means the date in 2016 on which modifications to this constitution came into effect to, among other things, simplify the constitution and remove redundant provisions.

Annual Fee means the annual fee, if any, to be paid by Ordinary Members in a given year, as determined by the Board from time to time pursuant to article 2.10.

article means an article of this constitution.

Auditor means the auditor for the time being of GrainGrowers.

ACNC Act means the Australian Charities and Not-for-profits Commission Act 2012 (Cth).

Board means all or some of the Directors acting as a board.

Chair means the chair of the Board and **Deputy Chair** means the deputy chair of the Board.

Chief Executive Officer means a person appointed as Chief Executive under article 8.

Corporations Act means the Corporations Act 2001 (Cth).

Director means a Director of GrainGrowers.

Eligibility Criteria means the eligibility criteria for Ordinary Members set out in article 2.6(a);

Governance Standards means the Australian Charities and Not-for-profits Commission Governance Standards as prescribed by the Australian Charities And Not-For-Profits Commission Regulation 2013 (Cth).

grain means cereals, coarse grains, oilseeds and pulses.

GrainGrowers means Grain Growers Limited (ABN 25 000 245 269).

Grower Director means a Director that is not a Non-Grower Director.

Member means an Ordinary Member (including a Transitional Ordinary Member) or a member of GrainGrowers in any new class the Board may establish pursuant to article 2.4.

Non-Grower Director means a Director appointed pursuant to article5.10.

NPG means the National Policy Group.

Ordinary Member means an Ordinary Member (including a Transitional Ordinary Member) of GrainGrowers.

Region means a Region for the election of Grower Directors, as described in article 5.4 or varied from time to time under article 5.6.

Regional Percentage means, in respect of a Region, the percentage which the number of Members resident within the Region represents of the total number of Members (and in determining the residency of a Member the Board is entitled to assume that the Member is resident at the address stated on the Register).

Register means the register of Members of GrainGrowers under the Corporations Act.

Registered Office means the registered office for the time being of GrainGrowers.

Related Body Corporate has the same meaning it has in the Corporations Act.

Representative means a person appointed to represent a corporate Member at a general meeting of GrainGrowers in accordance with the Corporations Act.

Secretary means a person appointed as a secretary of GrainGrowers, and where appropriate includes an acting secretary and a person appointed by the Board to perform all or any of the duties of a secretary of GrainGrowers.

Transitional Ordinary Member means a Member who was a 'Blue Member' immediately before the 2016 Modification Date and who has remained a Member at all times since the 2016 Modification Date.

19.2 Interpretation

In this constitution unless the contrary intention appears:

(a) (**gender**) words importing any gender include all other genders;

(b) (**person**) the word person includes a body corporate;

(c) (**singular includes plural**) the singular includes the plural and vice versa;

(d) (**regulations**) a reference to a law includes regulations and instruments made under the law;

(e) (**amendments to statutes**) a reference to a law or a provision of a law includes amendments, re-enactments or replacements of that law or the provision, whether by the State or the Commonwealth of Australia or otherwise;

(f) (**from time to time**) a power, an authority or a discretion reposed in a Director, the Board, GrainGrowers in general meeting or a Member may be exercised at any time and from time to time;

(g) (**signed**) where, by a provision of this constitution, a document including a notice is required to be signed, that requirement may be satisfied in relation to an electronic communication of the document in any manner permitted by law or by any State or

Commonwealth law relating to electronic transmissions or in any other manner approved by the Board; and

(h) (**writing**) "writing" and "written" includes printing, typing and other modes of reproducing words in a visible form including, without limitation, any representation of words in a physical document or in an electronic communication or form or otherwise.

19.3 Corporations Act

In this constitution unless the contrary intention appears:

(a) an expression has, in a provision of this constitution that deals with a matter dealt with by a particular provision of the Corporations Act, the same meaning as in that provision of the Corporations Act; and

(b) "section" means a section of the Corporations Act.

19.4 Headings

Headings are inserted for convenience and are not to affect the interpretation of this constitution.

19.5 Replaceable rules not to apply

The provisions of the Corporations Act that apply as replaceable rules are displaced by this constitution and accordingly do not apply to GrainGrowers.