

# **MaxiTRANS INDUSTRIES LIMITED**

ACN 006 797 173

## **NOTICE OF ANNUAL GENERAL MEETING**

**Place:** Computershare Conference Centre  
"Yarra Falls"  
452 Johnston Street  
Abbotsford Victoria 3067

**Date:** Friday, 19 October 2012

**Time:** 11.00 am (AEDT)

**THIS IS AN IMPORTANT DOCUMENT AND REQUIRES YOUR ATTENTION  
If you are in doubt as to how to deal with it,  
please consult your financial or other professional adviser**

**MAXITRANS INDUSTRIES LIMITED  
ACN 006 797 173**

**NOTICE OF ANNUAL GENERAL MEETING**

Notice is hereby given that the Annual General Meeting of the Shareholders of MaxiTRANS Industries Limited ACN 006 797 173 (**Company**) will be held at the Computershare Conference Centre, "Yarra Falls," 452 Johnston Street, Abbotsford Victoria on Friday, 19 October 2012 at 11.00 am (AEDT).

**Please note that recent changes to the Corporations Act will apply to this meeting. These changes could affect whether your proxy is able to vote your shares, particularly in relation to Resolutions 1, 3 and 4.**

**Please read this Notice of Annual General Meeting carefully and consider directing your proxy on how to vote on each resolution by marking the appropriate box on the proxy form.**

**BUSINESS:**

**A. Financial Statements and Reports**

To table the financial statements (including the Directors' Report and Auditor's Report) of the Company for the year ended 30 June 2012 and to provide the Shareholders with the opportunity to raise any issues or ask questions generally of the Directors concerning those financial statements or the business and operations of the Company.

**B. Ordinary Resolutions**

To consider and, if thought fit, to pass the following resolutions as ordinary resolutions:

**Resolution 1 – Remuneration Report**

That the Remuneration Report for the financial year ended 30 June 2012 be adopted.

**Resolution 2 – Re-election as a Director**

That Mr. James R. Curtis, a Director retiring by rotation in accordance with the Company's Constitution, being eligible and having signified his candidature for the office, is re-elected as a Director of the Company.

**Resolution 3 – Remuneration of Non-Executive Directors**

That the maximum aggregate amount available for payment to non-executive Directors of the Company be increased by \$200,000 from an amount not exceeding \$400,000 per annum to an amount not exceeding \$600,000 per annum.

**Resolution 4 – Grant of Performance Rights to the Managing Director**

That the grant of performance rights under the Performance Rights Plan to Mr. Michael Brockhoff, Managing Director, be approved as described in the Explanatory Memorandum.

## C. Special Resolution

To consider and, if thought fit, to pass the following resolution as a special resolution:

### **Resolution 5 – Approval of financial assistance in accordance with section 260B(2) of the Corporations Act**

That:

- (a) for the purposes of section 260B(2) of the Corporations Act approval is given for QDS to give financial assistance to Colrain Pty Ltd ACN 110 786 215 as described in the Explanatory Memorandum; and
- (b) QDS may enter into and give effect to the documents required to implement the financial assistance as described in the Explanatory Memorandum.

## **NOTES:**

The details of the resolutions contained in the explanatory notes accompanying this Notice of Annual General Meeting should be read together with and as part of this Notice of Annual General Meeting.

## **VOTING ENTITLEMENTS**

The Company has determined, in accordance with regulation 7.11.37 of the *Corporations Regulations 2001* (Cth), that the Company's shares quoted on ASX Limited at 7.00 pm (AEDT) on Wednesday, 17 October 2012 will be taken, for the purposes of the Annual General Meeting, to be held by the persons who held them at that time. Accordingly, those persons only will be entitled to attend and vote at the meeting.

## **VOTING EXCLUSION STATEMENTS**

### **Resolution 1**

The Company will disregard any votes cast on Resolution 1 by or on behalf of:

- a member of the key management personnel of the Company and its subsidiaries (together referred to as the **Group**), details of whose remuneration are included in the remuneration report for the year ended 30 June 2012 (each a **KMP**); and
- a Closely Related Party of a KMP,

whether the votes are cast as a shareholder, proxy or in any other capacity.

However, the Company will not disregard a vote cast by a KMP or closely related party of a KMP if:

- it is cast as a proxy, and the proxy is appointed by writing that specifies how the proxy is to vote on Resolution 1 and it is not cast on behalf of a KMP or a Closely Related Party of a KMP; or
- the proxy is the chair of the meeting and the appointment of the chair as proxy does not specify the way the proxy is to vote on Resolution 1 and expressly authorises the chair to exercise the proxy even if the resolution is connected directly or indirectly with the remuneration of a KMP of the Company (or the Group).

**If you are KMP or a closely related party of KMP (or are acting on behalf of any such person) and purport to cast a vote that will be disregarded by the Company (as indicated above), you may be liable for an offence for breach of voting restrictions that apply to you under the Corporations Act.**

Key management personnel are those persons having authority and responsibility for planning, directing and controlling the activities of the Company and the Group, whether directly or indirectly. Members of key management personnel include its directors and certain senior executives.

A Closely Related Party of a member of the key management personnel means any of the following:

- a spouse, child or dependant of the member;
- a child or dependant of the member's spouse;
- anyone else who is one of the member's family and may be expected to influence, or be influenced by, the member in the member's dealings with the Group;
- a company the member controls; or
- a person prescribed by regulations (as at the date of this notice, no additional persons have been prescribed by regulation).

### **Resolution 3: Remuneration of Non-Executive Directors**

The Company will disregard any votes cast on Resolution 3 by:

- any director; and
- the director's associates.

However, the Company is not required to disregard a vote if:

- it is cast by a person as proxy for a person who is entitled to vote and it is cast in accordance with the directions on the proxy form; or
- it is cast by the person chairing the meeting as proxy for a person who is entitled to vote and the proxy appointment expressly authorises the chair to exercise the proxy even if the resolution is connected directly or indirectly with the remuneration of a KMP of the Company (or the Group).

### **Resolution 4: Grant of Performance Rights to the Managing Director**

The Company will disregard any votes cast on Resolution 4 by:

- any director (except one who is ineligible to participate in any employee incentive scheme in relation to the Company); and
- the director's associates.

However, the Company is not required to disregard a vote if:

- it is cast by a person as proxy for a person who is entitled to vote and it is cast in accordance with the directions on the proxy form; or
- it is cast by the person chairing the meeting as proxy for a person who is entitled to vote and the proxy appointment expressly authorises the chair to exercise the proxy even if the resolution is connected directly or indirectly with the remuneration of a KMP of the Company (or the Group).

### **Resolution 5: Approval of financial assistance in accordance with section 260B(2) of the Corporations Act**

The Company will disregard any votes cast on Resolution 5 by:

- Colrain Pty Ltd; and
- its associates.

## PROXIES

1. A Shareholder entitled to attend and vote at the meeting has the right to appoint a person (who needs not be a Shareholder of the Company) as the Shareholder's proxy to attend and vote at the meeting.
2. If a Shareholder is entitled to cast two or more votes they may appoint two proxies (but no more) provided that an appointment of two proxies will have no effect unless each proxy is appointed to represent a specified proportion of the Shareholder's voting rights aggregating no more than 100% of that Shareholder's voting rights. If the Shareholder appoints two proxies, neither proxy may vote on a show of hands.
3. The proxy form must be signed by the Shareholder or his or her attorney. Proxies given by corporations must be signed either under seal or under the hand of its duly authorised attorney.
4. To be valid, the proxy form and the power of attorney or other authority (if any) under which it is signed (or any attested copy thereof) must be lodged at the Company **or** the share registry of the Company **or** on-line:

By Facsimile: to the Company on (03) 8368 1178 **or**  
to Computershare Investor Services Pty Limited on 1800 783 447  
(within Australia) or +61 3 9473 2555 (outside Australia)

By mail or courier: to the Company's Share Registry  
Computershare Investor Services Pty Limited  
GPO Box 242  
Melbourne Victoria 3001

In person: Computershare Investor Services Pty Limited  
"Yarra Falls," 452 Johnston Street  
Abbotsford Victoria 3067

On-line: go to [www.investorvote.com.au](http://www.investorvote.com.au), log-in and follow the prompts.

Custodians: Relevant custodians may lodge their proxy form online by visiting  
[www.intermediaryonline.com](http://www.intermediaryonline.com)

**To be valid, proxies must be received by 11.00 am (AEDT), Wednesday, 17 October 2012,** being not later than 48 hours before the time for holding the meeting.

5. A corporation which is a member may also appoint an individual to act as its representative at the annual general meeting in accordance with section 250D of the Corporations Act. The representative should bring to the meeting evidence of his or her appointment unless it has previously been provided to the Company's share registry.
6. If the proxy form is signed but is blank in all other material aspects, it will be taken to mean that it is in favour of the Chairperson of the Meeting for full voting rights and the Chairperson will vote in favour of the item on a poll.
7. A proxy may decide whether to vote on any motion, except where the proxy is required by law or the constitution of the Company to vote, or abstain from voting, in their capacity as proxy. If a proxy is directed to vote on an item of business, the proxy may vote on that item only in accordance with the direction. If a proxy is not directed how to vote on an item of business, the proxy may vote as he or she thinks fit.
8. A proxy form accompanies this Notice of Annual General Meeting.

## **APPOINTING THE CHAIR AS YOUR PROXY**

The proxy form accompanying this notice of meeting contains detailed instructions regarding how to complete the proxy form if a shareholder wishes to appoint the chair of the meeting as his or her proxy. You should read those instructions carefully.

By appointing the chair of the meeting as your proxy in relation to Resolution 1, you expressly authorise the chair to vote in favour of Resolution 1 unless:

- you expressly authorise the chair to vote against or abstain from voting on the resolution; or
- you are a KMP.

By appointing the chair of the meeting as your proxy in relation to Resolutions 3 and 4, you expressly authorise the chair to exercise the proxy even if the resolution is connected directly or indirectly with the remuneration of a KMP and even if the chair has an interest in the outcome of Resolutions 3 and 4 and that votes cast by the chair, other than as proxy holder, would be disregarded because of that interest.

The chair intends to exercise all available proxies by voting in favour of all Resolutions on the agenda.

If you do not wish to give the chair of the meeting such a directed proxy, you should ensure that a box other than the 'For' box is clearly marked against each of the Resolutions in the proxy form.

BY ORDER OF THE BOARD



**Mr. M. Mattia**  
**Company Secretary**  
**MaxiTRANS Industries Limited**  
18 September 2012

**MAXITRANS INDUSTRIES LIMITED**  
**ACN 006 797 173**  
**EXPLANATORY MEMORANDUM**

**PURPOSE OF INFORMATION**

The purpose of this Explanatory Memorandum (which accompanies and forms part of the Notice of Annual General Meeting dated 18 September 2012) is to provide shareholders with an explanation of the business of the meeting and of the resolutions to be proposed and considered at the Annual General Meeting of the Company on Friday, 19 October 2012 and to allow shareholders to determine how they wish to vote on those resolutions.

Shareholders should read the full text of this Explanatory Memorandum before deciding how to vote.

If you are in any doubt about the action which you should take in relation to the proposals contemplated in this Explanatory Memorandum, you should consult your financial or other professional adviser immediately.

Words or expressions used in this Explanatory Memorandum are defined below.

**DEFINITIONS**

In this Explanatory Memorandum the following terms have the following meanings:

**AGM** means the 2012 Annual General Meeting of the Company to be held on 19 October 2012.

**Annual Report** means the annual report of the Company for the financial year ended 30 June 2012.

**ASX** means Australian Securities Exchange Limited.

**Board** means the Board of Directors.

**Company** means MaxiTRANS Industries Limited ACN 006 797 173.

**Constitution** means the constitution of the Company.

**Corporations Act** means the *Corporations Act 2001* (Cth).

**Director** means a director of the Company as at the date of this Explanatory Memorandum.

**Explanatory Memorandum** means this explanatory memorandum which accompanies and forms part of the Notice of Meeting.

**Facility Agreement** means the agreement dated 21 December 2011 as varied on 9 May 2012 documenting facilities between the Company, its subsidiaries (other than QDS) and Australia and New Zealand Banking Group Limited.

**Group** means the Company and all of its subsidiaries.

**Notice of Meeting** means the notice of the AGM dated 18 September 2012 referred to in and which accompanies this Explanatory Memorandum.

**QDS** means Queensland Diesel Spares Pty Ltd ACN 082 691 423.

**Resolution** means a resolution referred to in the Notice of Meeting.

**Share** means a fully paid ordinary share in the Company.

**Shareholder** means a holder of Share(s).

## **THE PROPOSALS**

The Resolutions before the meeting relate to the following matters:

1. to adopt the Remuneration Report;
2. to re-elect Mr. Curtis as a Director;
3. to approve an increase in the maximum aggregate amount available for payment to non-executive Directors of the Company;
4. to approve the grant of performance rights to the Managing Director; and
5. to approve the giving of financial assistance by QDS to Colrain Pty Ltd ACN 110 786 215.

## **WHY THE MEETING IS BEING HELD**

### **A. Financial Statements and Reports**

Under the Corporations Act, the directors of a public company that is required to hold an annual general meeting must table the financial statements and reports of the Company for the previous year for discussion by the Shareholders at that annual general meeting.

Shareholders have been provided with all relevant information concerning the Company's financial statements for the year ended 30 June 2012 in the Annual Report. A copy of the Annual Report has been forwarded to each Shareholder. A copy of the financial statements and the associated reports will also be tabled at the meeting.

Shareholders should note that the sole purpose of tabling the financial statements of the Company at the Annual General Meeting is to provide the Shareholders with the opportunity to ask questions or discuss matters arising from the financial statements at the meeting. It is not the purpose of the meeting that the financial statements be approved, rejected or modified in any way. Further, as it is not required by the Corporations Act, no resolution to adopt, receive or consider the Company's financial statements will be put to the Shareholders at the meeting.

### **B. Ordinary Resolutions**

#### **1. Adoption of Remuneration Report**

The Directors' report for the year ended 30 June 2012 contains a Remuneration Report. The Remuneration Report explains in detail:

- the remuneration policies adopted by the Board;
- the links between the remuneration policies adopted by the Board and the performance of the Company;
- the remuneration details for each Director and the senior executives of the Company;



- the different bases of remuneration paid to non-executive Directors and executive management; and
- the details of any Short Term Incentive Scheme and Long Term Incentive Scheme in place and forming part of the remuneration structure of the Company and the links between each scheme and the performance of the Company.

The Corporations Act requires that a resolution be put to the vote that the Remuneration Report be adopted. The vote on the Remuneration Report is advisory and will not bind the Company or its Directors.

However, if at least 25% of the votes cast on the resolution at the AGM are against adoption of the report, then:

- if comments are made on the report at the AGM, the Company's remuneration report for the financial year ending 30 June 2012 will be required to include an explanation of the Board's proposed action in response or, if no action is proposed, the Board's reasons for this; and
- if, at the Company's 2013 annual general meeting, at least 25% of the votes cast on the resolution for adoption of the remuneration report for the relevant financial year are against its adoption, the Company will be required to put to shareholders a resolution proposing that a general meeting (**Spill Meeting**) be called to consider the election of directors of the Company (**Spill Resolution**). The Spill Meeting must be held within 90 days of the date of the 2013 annual general meeting. For any Spill Resolution to be passed, more than 50% of the votes cast on the resolution must be in favour of it. If a Spill Resolution is passed, all of the directors (other than any managing director) will cease to hold office immediately before the end of the Spill Meeting unless re-elected at that meeting.

The remuneration report forms part of the Directors' report, made in accordance with a unanimous resolution of the Directors. Each of the Directors recommends the report to shareholders for adoption.

Shareholders attending the AGM will be given an opportunity to ask questions about the Remuneration Report which is set out in the Annual Report.

## **2. Re-election as a Director – Mr. James R. Curtis**

Under clause 57 of the Constitution, at each annual general meeting, one third of the Directors (or, if their number is not a multiple of 3, then the number nearest to but not exceeding one third) must retire from office. The Directors retire by rotation, with the Directors who have been the longest in the office since being appointed or re-appointed being the Directors who must resign in any year. The Constitution ensures that no Director is able to remain in office for longer than 3 years without facing re-election. Each Director is entitled to offer himself for re-election as a Director at the annual general meeting which coincides with his/her retirement. The Managing Director is exempted by his office as managing director from the requirement to retire by rotation.

Mr. Curtis retires by rotation (in accordance with the requirements of the Company's Constitution) at the AGM. As he is entitled and eligible for re-election, he seeks re-election as a Director of the Company at the meeting.

Mr. Curtis is an independent non-executive Director and Deputy Chairman of the Company. He is also a member of the Corporate Governance, Remuneration, Nomination and Audit & Risk Management Committees.

Mr. Curtis was appointed as Deputy Chairman of the Company in 1994. Mr. Curtis was one of the founders of the Group in 1972. He has over 50 years experience in the transport equipment industry and is a pioneer of fibreglass road transport equipment in Australia

Further details about Mr. Curtis are set out in the Annual Report.

### **3. Remuneration of Non-Executive Directors**

Under clause 60 of the Constitution, the aggregate remuneration payable by the Company to non-executive Directors may not exceed the amount determined by the Company in general meeting. For the purposes of this clause and in accordance with Rule 10.17 of the ASX Listing Rules, shareholder approval is now sought to increase the maximum aggregate amount payable to non-executive Directors by \$200,000 to an amount not exceeding \$600,000.

The amount of non-executive Directors' remuneration has not been considered by shareholders since 1998 and remuneration payments are now approaching the maximum aggregate amount approved by shareholders at that time.

It is not anticipated that the proposed increase would be fully utilised in the short term, however the Board considers it appropriate to seek approval for such an increase at this time for a number of specific reasons including:-

- to provide the ability to adjust Directors' remuneration in line with market conditions and ensure that the Company has the ability to attract and retain highly skilled individuals who are equipped to succeed in an environment of increasing demands and responsibilities in respect of corporate legislation, regulation and governance;
- to allow for succession planning and any temporary increase in Director numbers during transition; and
- the expansion of the business through acquisition placing greater demands on Directors' time and enhancing the diversity and complexity of the business.

In accordance with the Company's remuneration policies as disclosed in the Remuneration Report, non-executive Directors' remuneration is set based on the advice of independent remuneration consultants.

### **4. Grant of Performance Rights to the Managing Director**

Under the ASX Listing Rules, the Company must seek shareholder approval to grant equity securities in the Company to Mr. Michael Brockhoff, the Company's Managing Director. Accordingly, the Company is seeking approval for the grant of performance rights to Mr. Brockhoff under the Company's Plan which was approved by shareholders at the 2010 annual general meeting and summarised in Annexure A.

Mr. Brockhoff's performance rights will vest based on a sliding scale depending on performance against agreed long term incentive targets. The long term incentive target is to achieve an average 1.15% per annum increase in the Company's Return on Invested Capital (**ROIC**) during the period from 1 July 2012 to 30 June 2015. Based on the Company's ROIC of 10.1% as at 30 June 2012, this represents an increase of 34% over the 3 year period.

The minimum percentage of the target that must be achieved before any of the performance rights vest is 70% (ie: an average 0.81% per annum increase in the Company's ROIC), at which point 50% of the performance rights will vest. For each additional percentage point of the target that is achieved, the percentage of performance rights that vest increases on a sliding scale. 100% of the performance rights will vest where the target is fully achieved or exceeded.

ASX Listing Rule 10.15 requires this Notice of Meeting to include the following information in relation to the grant of performance rights that may be granted to Mr Brockhoff under the terms of the Plan:

- (a) *Maximum number of securities that may be acquired*

413,698

- (b) *The price or formula for calculating the price for each security to be acquired under the Plan*

No price is payable by Mr. Brockhoff for the grant or exercise of the performance rights.

- (c) *The names of all persons referred to in Listing Rule 10.14 who received securities under the Plan since the last approval*

The only performance rights issued under the plan to persons referred to in Listing Rule 10.14 since the last approval were to Mr. Brockhoff as approved at the 2011 annual general meeting. A total of 852,517 performance rights were issued to Mr. Brockhoff at no cost.

- (d) *The names of all persons referred to in Listing Rule 10.14 entitled to participate in the Plan*

Mr Brockhoff is the only person referred to in Listing Rule 10.14 entitled to participate in the Plan.

- (e) *The terms of any loan in relation to the acquisition*

No loan will be made in relation to the acquisition.

- (f) *The date by which the entity will issue the securities*

The performance rights will be issued within 12 months of the date of this meeting. It is anticipated that the performance rights will be issued in October 2012.

## **C. Special Resolution**

### **5. Approval of financial assistance in accordance with section 260B(2) of the Corporations Act**

The purpose of this Explanatory Memorandum is to explain in further detail Resolution 5 (the proposed financial assistance resolution) which must be passed to enable QDS to financially assist Colrain Pty Ltd ACN 110 786 215 (**Purchaser**) in connection with the acquisition of the entire issued ordinary share capital of QDS by entering into the security required under the Facility Agreement. The Purchaser is a subsidiary of the Company.

This part of the Explanatory Memorandum is given to the shareholders of the Company for the purposes of section 260B(4) of the Corporations Act in connection with a resolution proposed to be passed as a special resolution of the Company under section 260B(2) of the Corporations Act to approve the giving of financial assistance within the meaning of section 260A of the Corporations Act by QDS.

#### *Sections 260A and 260B of the Corporations Act*

Under section 260A of the Corporations Act, a company may financially assist a person to acquire shares (or units of shares) in the company or a holding company of the company only if:

- (a) giving the assistance does not materially prejudice:
  - (i) the interests of the company or its shareholders; or
  - (ii) the company's ability to pay its creditors; or
- (b) the assistance is approved by shareholders under section 260B; or
- (c) the assistance is exempted under section 260C.

Under section 260B of the Corporations Act, for a company to financially assist a person to acquire shares in itself or a company of which it is a subsidiary, the financial assistance must also be approved by its shareholders by:

- (a) special resolution passed at a general meeting of the company, with no votes being cast in favour of the resolution by the person acquiring the shares; or
- (b) by their associates or a resolution agreed to, at a general meeting, by all ordinary shareholders.

If a company will be a subsidiary of a listed Australian company immediately after the acquisition, then the financial assistance must also be approved by special resolution of the shareholders of the listed company.

#### *The share acquisition*

Under the share sale agreement dated on or about 23 March 2012 between the Vendors (Gavin Edward Adams and Karen Deborah Adams) and the Purchaser, the Purchaser, a wholly owned subsidiary of the Company, agreed to acquire the entire issued ordinary share capital of QDS (**Acquisition**).

On completion of the Acquisition on 2 April 2012, the Company became the listed holding company of QDS.

#### *The Facility Agreement*

As part of the arrangements to acquire the shares, the Company has arranged term facilities under the existing Facility Agreement for the purpose of financing the Acquisition.

The Facility Agreement contains terms consistent with a facility of this nature or as required by the lender in accordance with the particular circumstances of the transaction, including representations, warranties, undertakings and events of default.

Amounts owing by the Company under the Facility Agreement are guaranteed by security provided by the Company and certain members of the Group in favour of the lender.

The security provided contains representations and warranties, undertakings and events of default applicable to each obligor, which include:

- (a) representations in relation to its financial position and statements, compliance with laws and maintenance of assets;
- (b) a negative pledge not to dispose of assets or incur financial obligations other than certain permitted financial obligations;
- (c) an undertaking not to advance money or to provide financial accommodation to or to give a guarantee or indemnity in relation to any obligation or liability of a person who is not an obligor under the Facility Agreement;
- (d) undertakings not to create encumbrances over its assets, to maintain its business and assets; and
- (e) an undertaking to do anything required by the lender to better secure or otherwise perfect the lenders rights under the security.

It is a condition of the lending under the Facility Agreement for the Acquisition that QDS accede as an obligor under the Facility Agreement. On acceding as an obligor, QDS would be bound by the guarantees, representations and warranties set out above.

In addition to the above, QDS may be required to:

- (a) enter into an interlocking guarantee and indemnity for the repayment of money that may become owing, and to secure (among other things) each obligor's obligations, under the Facility Agreement and any related document;
- (b) secure its obligations under the Facility Agreement (including the guarantee and indemnity) and any related document by executing an all assets security or securities over its assets;
- (c) if the Facility Agreement (or any subsequent refinancing facility) needs to be refinanced at some time in the future, from time to time:
  - (i) execute, or accede to, (as an obligor) a new facility agreement:
    - (A) on substantially the same terms as the Facility Agreement; or
    - (B) on terms as approved by the board of directors or the members (or both) at the relevant time; and
  - (ii) give one or more of a guarantee, indemnity or security interest over its assets (whether by way of mortgage, all asset security or otherwise) to secure each obligor's obligations under any new facility agreement and any related document; and
- (d) execute, or accede to, any document ancillary to, or in connection with, the Facility Agreement and any guarantee, indemnity or security interest given in connection with, or ancillary to, the Facility Agreement and any related document.

QDS may also execute, or accede to:

- (a) an intercreditor deed;
- (b) a subordination deed; or
- (c) a security trust deed,

to (among other things) regulate the rights of the parties under, or deriving rights in connection with, the Facility Agreement.

### *The financial assistance*

Entering into, and performing obligations under, the Facility Agreement as described above will constitute financial assistance by QDS in connection with the Acquisition.

In accordance with section 260B of the Corporations Act, it is proposed that the giving by QDS of the financial assistance be approved by:

- (a) a special resolution of the shareholders of QDS in accordance with section 260B(1) of the Corporations Act; and
- (b) Resolution 5 in accordance with section 260B(2) of the Corporations Act.

### *Reasons for the financial assistance*

The reasons for giving the financial assistance described above is to enable the Company to comply with certain of its obligations under the Facility Agreement.

If these obligations are not complied with an 'Event of Default' may occur under the Facility Agreement and the funding under the Facility Agreement may be required to be repaid.

### *Effects of the financial assistance*

The Company is a party to the security and guarantees provided under the Facility Agreement, and accordingly has already guaranteed amounts due under the Facility Agreement in respect of the Group. The giving of the guarantee and indemnity and any security in connection with the Facility Agreement by QDS is unlikely to have any adverse effect on the Company, except that the operations of QDS will be restricted by the security it provides.

The effect of the financial assistance on QDS arises from the obligations of QDS once it becomes an obligor under the Facility Agreement which include:

- (a) unconditionally and irrevocably guaranteeing the performance of the obligations (including payment obligations) of the Company and any applicable subsidiary or related entity of it under the Facility Agreement from time to time;
- (b) indemnifying the lender and other parties against any liability, loss or cost incurred by them under, or in connection with, the Facility Agreement; and
- (c) giving security interests over its assets to secure its obligations and the obligations of the Company or any applicable subsidiary or related entity of it under the Facility Agreement from time to time.

The impact of the Facility Agreement on QDS' balance sheet, future profits, future cash flows and QDS' ability to pay its creditors all relate to the guarantees and indemnities and security interests to be provided by QDS under the Facility Agreement. If the Company or any applicable subsidiary or related entity of it defaults under the Facility Agreement, a lender may decide to make a demand under the Facility Agreement (including by a call on a guarantee and indemnity or enforcement of security given by the Company (or both)). Accordingly, QDS will be liable for the default of the Company or any applicable subsidiary or related entity of it under the Facility Agreement.

The directors of the Company do not currently have any reason to believe that the Company (or any applicable subsidiary or related entity of it) is likely to default in its obligations under the Facility Agreement.

The advantages for the Company and the Group (including QDS) are as follows:

- (a) QDS will accede as an obligor and avoid an 'Event of Default' occurring under the Facility Agreement and any guarantee; and
- (b) the Company will maintain its ownership of QDS, which is in the interests of QDS as it will have greater access to funding in the bank and capital markets as a result of integration with the Group and will also benefit from the intra-group support and benefits that will accrue from being a subsidiary of the Company.

#### *Recommendation of directors*

The directors of the Company believe, based on information available at this time, that the giving of financial assistance by QDS as described in this explanatory memorandum is not materially prejudicial to:

- (a) the Company or QDS;
- (b) the interests of the Company's shareholders or any of QDS' shareholders; or
- (c) the Company's or QDS' ability to pay its creditors.

The directors of the Company believe the proposed financial assistance is in the interests of the Company and QDS for the reasons set out in '*Effects of financial assistance*'.

However, the directors consider it to be prudent and consistent with good business practice to seek the approval of the shareholders of the Company. The lender has also requested that the Company do so.

The directors recommend that shareholders vote in favour of the resolution for the reasons set out above.

#### *Approval of financial assistance*

Under section 260B(3) of the Corporations Act, shareholder approval for Resolution 5 must be by special resolution passed at a general meeting of the Company.

Accordingly, to approve the proposed financial assistance, the members must pass the special resolution accompanying this explanatory statement requiring that 75% of the shareholders entitled to vote, vote in favour of Resolution 5.

#### *Notice to ASIC*

Copies of the notice to members of the proposed resolution and this explanatory statement were lodged with the Australian Securities and Investments Commission before being sent to the members, in accordance with section 260B(5) of the Corporations Act.

#### *Disclosure of information*

The directors consider that this explanatory statement contains all material information known to the Company that could reasonably be required by members in deciding how to vote on the proposed resolution, other than information that it would be unreasonable to require the Company to disclose because the Company has previously disclosed the information to its members.

## WRITTEN QUESTIONS TO THE AUDITOR

The Company's auditor or the auditor's representative will attend the AGM. Shareholders entitled to vote at the AGM may submit written questions to the auditor if the question is relevant to:

- the content of the auditor's report; or
- the conduct of the audit of the annual financial report.

Questions must be submitted no later than 5.00pm on Friday, 12 October 2012 and should be sent to the Company Secretary, 346 Boundary Road, Derrimut, Victoria, 3030.

## HOW TO VOTE

To vote on the Resolutions you will need to follow these steps:

- EITHER 1.** Complete the Form of Proxy and return it in person, by facsimile or mail (to be received no later than 11.00 am (AEDT) on Wednesday, 17 October 2012) to the following offices or facsimile numbers:

**MaxiTRANS Industries Limited**

346 Boundary Road  
Derrimut Victoria 3030  
Facsimile number: (03) 8368 1178

**or**

**Computershare Investor Services Pty Limited**

GPO Box 242  
Melbourne Victoria 3001  
Facsimile number: 1800 783 447 (within Australia) or +61 3 9473 2555 (outside Australia)

**or**

Computershare Investor Services Pty Limited  
"Yarra Falls," 452 Johnston Street  
Abbotsford Victoria 3067

- OR 2.** Vote online – go to [www.investorvote.com.au](http://www.investorvote.com.au), log in and follow the prompts. Custodians – Relevant custodians may lodge their proxy form online by visiting [www.intermediaryonline.com](http://www.intermediaryonline.com)

- OR 3.** Attend the AGM.

The lodging of a completed Form of Proxy will not prevent you from attending and voting at the AGM.



## QUERIES

The Directors recommend that all Shareholders consider very carefully all the information set out in this Explanatory Memorandum before deciding how to vote on the Resolutions.

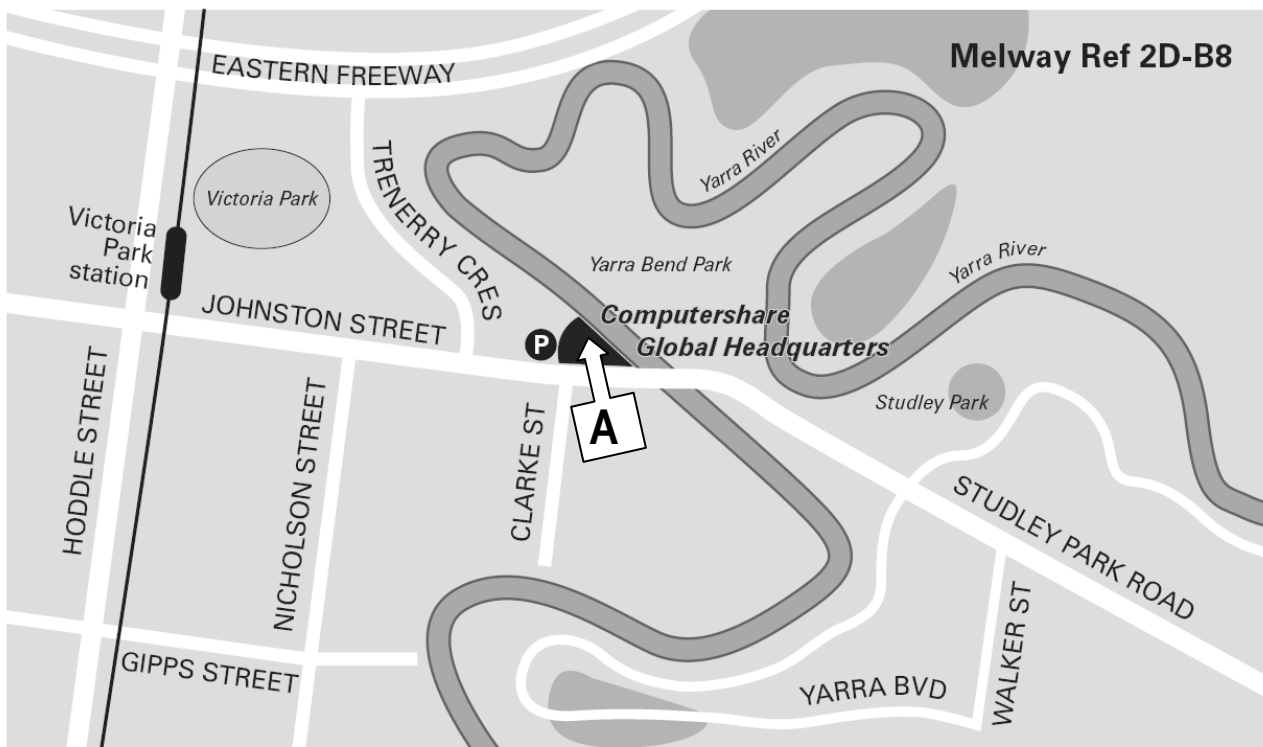
If after reading the Notice of Meeting and the Explanatory Memorandum, you have any queries about the meeting, the Resolutions to be put to the meeting or the nature of the proposals being considered, please contact the Company Secretary at MaxiTRANS Industries Limited on (03) 8368 1100.



**Mr. M. Mattia**  
**Company Secretary**  
**MaxiTRANS Industries Limited**  
18 September 2012

## MAP – VENUE LOCATION

**Symbol A** below denotes the office location of Computershare Investor Services Pty Limited at: 452 Johnston Street, Abbotsford, Victoria.



## CAR PARKING

Car parking is available along the side streets adjacent to the office. Please take note of any specially designated parking areas.

## Annexure A - Summary of MaxiTRANS Performance Rights Plan

A summary of the terms and conditions of the MaxiTRANS Performance Rights Plan (**Plan**) is set out below. A copy of the full terms of the Plan may be obtained from the Company.

Introduction	<p>The Plan enables the Company to grant performance rights to senior managers and executive directors of the Company (<b>Eligible Executives</b>) with the aim of providing the Eligible Executives with a long term incentive which will enable them to acquire shares in the Company and to recognise and maximise their contribution to the performance of the Company.</p>
Performance Rights	<ul style="list-style-type: none"> <li>• A performance right will, upon its exercise, entitle a holder to receive (either by way of issue or by transfer) one fully paid ordinary share in the Company, which will rank equally with all other existing shares.</li> <li>• The exercise of a performance right will be subject to certain performance hurdles being met.</li> <li>• A performance right is considered to have 'vested' when the performance hurdles relating to that performance right have been satisfied.</li> <li>• Typically, no payment will be required from an Eligible Executive for the grant or the exercise of a performance right.</li> <li>• The Plan will be administered by a committee of the Board (<b>Plan Committee</b>).</li> </ul>
Offers	<ul style="list-style-type: none"> <li>• The Plan Committee will have the absolute discretion to make an offer to grant performance rights to any Eligible Executive. The Plan Committee will also determine the number of performance rights to be offered. However, each Eligible Executive will only be granted performance rights once in each financial year. This may not be at the same time as other Eligible Executives.</li> <li>• The offer of performance rights will be in writing and will state, amongst other things, any performance hurdles or other conditions (if any) determined by the Plan Committee to apply to the offer (<b>Offer Document</b>).</li> <li>• An Eligible Executive may accept an offer by giving the Company the duly completed and executed prescribed application form within the period of time specified in the offer.</li> <li>• An Eligible Executive may only accept the offer in respect of all of the performance rights offered in an Offer Document and not in part.</li> <li>• The grant of performance rights by the Company will be subject to prescribed limits where the grant of performance rights:             <ul style="list-style-type: none"> <li>• will, when aggregated with any conditional entitlement to shares issued pursuant to employee incentive schemes or shares previously issued under employee incentive schemes during the past five years, exceed 5% of the total number of shares of the Company on issue; or</li> <li>• breach the limit specified in Listing Rule 7.1 of the ASX Listing Rules.</li> </ul> </li> </ul>
Exercise of performance rights – Exercise period criteria	<ul style="list-style-type: none"> <li>• Performance rights may only be exercised during a seven year period commencing three years after the date they were awarded.</li> <li>• In special circumstances, different time periods will apply. For example, where the holder of the performance rights retires, dies, sustains a total and permanent disability or is made redundant, the exercise period will commence on the date the special circumstance arose and will end 90 days later.</li> </ul>

Exercise of performance rights – Performance hurdles criteria	<ul style="list-style-type: none"> <li>• In addition to the exercise period criteria, performance rights may only be exercised if the performance hurdles relating to those performance rights have been satisfied.</li> <li>• These performance hurdles will be specified in the Offer Document.</li> </ul>
Restrictions	<ul style="list-style-type: none"> <li>• The offer of performance rights is personal to the Eligible Executive and except for specific acceleration events relating to a takeover or a compulsory acquisition, performance rights are not transferrable and cannot be sold or disposed of by an Eligible Executive.</li> <li>• Shares issued to Eligible Executives following the exercise of a performance right may also be subject to 12 month on-sale prohibitions if the Company is not entitled to either rely on relief provided by ASIC Class Order [CO 03/184] or issue a cleansing notice under section 708A(5)(e) of the Corporations Act.</li> </ul>
Lapse of performance rights	<ul style="list-style-type: none"> <li>• Performance rights which have not yet vested will lapse if the relevant performance hurdles are not met. Unvested performance rights will also lapse if the Eligible Executive is dismissed with cause from the Company.</li> <li>• Performance rights which have vested will lapse immediately if the Eligible Executive is dismissed with cause from the Company. In addition, vested performance rights will lapse: <ul style="list-style-type: none"> <li>• twelve months after the occurrence of a change of control in the Company;</li> <li>• six months after the date of termination of an Eligible Executive (other than in special circumstances relating to the death, retirement, redundancy or total and permanent disablement of an Eligible Executive); or</li> <li>• twelve months after the occurrence of the special circumstance relating to the death, retirement, redundancy or total and permanent disablement of an Eligible Executive.</li> </ul> </li> <li>• Where performance rights lapse, all rights of the holder in respect of those performance rights under the Plan cease.</li> </ul>
Participation rights	<ul style="list-style-type: none"> <li>• If the Company conducts a new issue of shares to existing shareholders, a holder of performance rights is not entitled to participate in the new issue merely by virtue of being a performance rights holder. This does not affect any rights to participate in the new issue for shares derived from existing shares held independently of, or previously issued under, the Plan.</li> <li>• The Plan provides for adjustments to be made to the number of shares to be issued to a holder upon exercise of performance rights to take into account changes to the capital structure of the Company that occur by way of a pro rata issue or a bonus issue of shares.</li> <li>• In any reorganisation of the Company's capital, the performance rights may be adjusted in a similar way to the extent necessary to comply with the Listing Rules.</li> </ul>
Amendment to Plan	<p>The Board retains the discretion to amend the rules of the Plan, or to waive or modify the application of the Plan to Eligible Executives, including the discretion to amend the terms of the performance rights.</p>

