
DEED POLL

Made on

BY: **RURAL FUNDS MANAGEMENT LIMITED ACN 077 492 838**

of Level 2, 2 King Street, Deakin, ACT, 2600

(**Manager**)

BACKGROUND

- A. The Manager established the Trust known as RFM RiverBank by deed dated 11 February 2005. Since commencement the Trust constitution has been amended from time to time.
- B. The Trust has and will continue to be administered for the benefit of the holders of Units herein provided.
- C. The Manager confirms that the terms of this deed will be binding on all Members (as they are constituted from time to time) and the Manager.
- D. The Trust is a registered managed investment scheme under the Corporations Act 2001. Section 601GC(1)(b) of the Corporations Act entitles the Manager to amend the deed provided the Manager reasonably considers the amendments will not adversely affect Members' rights.
- E. The changes to the Trust constitution contemplated by this document include changing the Trust's name to 'Rural Funds Group' and the insertion of a new clause 26, which is required in order for the Trust to be listed on the ASX and operated in accordance with the Listing Rules. The Manager is satisfied that these changes will not adversely affect Members' rights and therefore proposes to effect the amendments by executing this document under section 601GC(1)(b) of the Corporations Act.
- F. Nothing expressly or impliedly contained in this deed (including the recitals) is effective to confirm, declare or otherwise acknowledge the trust declared under the original constitution, or to impress any new or additional trusts upon property held on trust as at the date of this supplemental deed.
- G. Nothing in this deed should be interpreted as creating any new or further trust and at all times, the Scheme remains a simple trust.
- H. The Manager and the Members are bound by the terms of the Trust constitution as amended by this deed.
- I. With effect from the date of this deed clauses 1 to 25 of the Trust constitution are deleted and replaced with the Schedule attached to this deed poll.

Execution

Executed as a deed poll

Signed sealed and delivered

by

Rural Funds Management Limited ACN 077 492 838

on 17 /01 /2014 by:



▲ _____
Director

▲ _____
DAVID BRYANT
Full name of Director



▲ _____
Secretary

▲ _____
STUART WAIGHT
Full name of Secretary

Consolidated Constitution of the Rural Funds Group ARSN 112 951 578

Manager: Rural Funds
Management Limited
(ACN 077 492 838)

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Schedule

Operative provisions:

1 Name of Trust

- 1.1 The Trust is called Rural Funds Group or by such other name as the Manager determines from time to time¹.
- 1.2 If a Manager retires or is removed its successor as Manager must, unless otherwise approved by the former Manager, change the name of the Trust to a name that does not imply an association with the former Manager or its business.

2 Assets held on trust

- 2.1 The Manager holds the Assets on trust for Members².
- 2.2 The Assets vest in the Manager, but must be clearly identified as property of the Trust and held separately from the assets of the Manager and any other managed investment scheme if and to the extent that the Corporations Act so requires³.

3 Units and Options

Nature of Units

- 3.1 The beneficial interest in the Trust is divided into Units.
- 3.2 Each Unit confers an equal undivided interest.
- 3.3 A Unit confers an interest in the Assets as a whole, subject to the Liabilities. It does not confer an interest in a particular Asset.

Fractions of Units

- 3.4 Fractions of a Unit may be issued by the Manager.
- 3.5 Where any calculation performed under this constitution or the terms of a withdrawal offer results in the issue or redemption of a fraction of one Unit, that fraction may be rounded down or up to such number of decimal places as the Manager determines.
- 3.6 The provisions of the constitution relating to Units and Members apply to fractions of Units in the proportion which the fraction bears to one Unit.

¹ See Corporations Regulation 5C.1.02

² See section 601FC(2) of the Corporations Law

³ See section 601FC(1)(i)

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- 3.7 Any excess application or other money or property which results from rounding becomes an Asset of the Trust.

Consolidation and division of Units

- 3.8 Units may be consolidated or divided as determined by the Manager.

Transfer of Units

- 3.9 Members may transfer Units.
- 3.10 Transfers must be in a form approved by the Manager and be presented for Registration duly stamped.
- 3.11 A transfer is not effective until Registered.
- 3.12 The Manager may refuse to record any transfer in the Register without giving any reason for the refusal.

Joint tenancy

- 3.13 Persons Registered jointly as the holder of a Unit hold as joint tenants and not as tenants in common unless the Manager otherwise agrees.

Death, legal disability of Member

- 3.14 If a Member dies or becomes subject to a legal disability such as bankruptcy or insanity, only the survivor (where the deceased was a joint holder) or the legal personal representative (in any other case) will be recognised as having any claim to Units Registered in the Member's name.

Further issues

- 3.15 Notwithstanding any other provision in this Constitution, the Manager may issue Units with different, special or preferential rights at any time.

Rights issue

- 3.16 The Manager may, subject to clause 4, offer further Units to all Members registered on a date set by the Manager.
- 3.17 A Member may renounce its entitlement to any Units offered under clause 3.16 in favour of another person, unless the issue is expressed to be non-renounceable.

Options

- 3A.1 Subject to this constitution and the Corporations Act the Manager may determine that Options will be issued:
- (a) for consideration or no consideration;
 - (b) on the basis that the exercise price for a Unit to be issued on exercise of the Option is:
 - (i) the price determined by the Manager as disclosed in the terms of issue;
 - (ii) the issue price of a Unit (as provided in clause 4);
 - (iii) such other price or pricing mechanism as disclosed by the Manager either in this constitution or in the product disclosure statement; and

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- (c) conferring on the holder of the Option such other entitlements as this constitution and the product disclosure statement disclosed or as the Manager determines,

and otherwise on terms and conditions and with such entitlements as determined by the Manager. The terms of issue of the Option may allow the Manager to buyback the Option.

- 3A.2 Subject to the Corporations Act if the Manager is making an offer of Options to Members which is otherwise in proportion to their existing holdings of Units, the Manager is not required to offer Options under this clause to Members where such an offer would contravene any property ownership laws, restrictions or regulations.
- 3A.3 On exercise of an Option, the holder of the Option is entitled to subscribe for and be allotted such number of Units as the terms and conditions of issue of the Option contemplates.
- 3A.4 An Option does not confer on the Option holder (by virtue of only holding Options):
- (a) a right to participate in the income of the Trust;
 - (b) a right to participate in the capital of the Trust;
 - (c) a right to receive notices of meeting of Trust or financial statements in reports of the Trust;
 - (d) attend and vote at any meeting of Members.
- 3A.5 At any meeting of Option holders or class that is required to be held then the provisions of clause 15 will apply with the necessary amendments.’

4 Application Price for Units⁴

- 4.1.1 Subject to clauses 4.15 to 4.13 and 20.1, a Unit must only be issued at an Application Price calculated as:

(Net Asset Value + Complying Transaction Costs) + Marketing Fee
number of Units on issue

- 4.2 Each of the variables in clause 4.1 must be determined as at the next Valuation Time after:

4.2.1 the Manager receives the application for Units; or

4.2.2 the Manager receives the application money, or the property against which Units are to be issued is vested in the Manager

whichever happens last.

- 4.3 The Application Price may be rounded as the Manager determines. The amount of the rounding must not be more than 1% of the Application Price.

⁴ Required to be included by section 601GA(1)(a)
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- 4.4 The method specified in clause 4.1 may be amended by deed poll by the Manager, without Unitholder approval, where such a change is appropriate taking into consideration the requirements of the Corporations Act, published ASIC policy, and accepted industry standards.

Rights issues

- 4.5 The Manager may issue Units at an Application Price other than the Application Price calculated under clauses 4.1 to 4.4, under a rights issue or similar offering to the extent that it is permitted to do so by an ASIC Exemption subject to the terms and conditions of that ASIC Exemption and clauses 4.6 to 4.11.
- 4.6 The Manager must offer the Units to Members on the Register on a Record Date not more than 20 Business Days before the date of the offer (**Rights Unitholders**) on a pro rata basis in proportion to the value of each Rights Unitholder's interests in the Trust on that date. Subject to clause 4.11, Units offered to, but not acquired by, Rights Unitholders may be issued to other persons.
- 4.7 Subject to clause 4.12, the Manager must offer Units to all Rights Unitholders at substantially the same time.
- 4.8 All Units offered must be in the same Class.
- 4.9 The Application Price of all Units offered must be the same.
- 4.10 The Application Price of a Unit must not be less than 50% of the Application Price for the Units in that Class calculated as (where each of the variables referred to below are calculated at a date determined by the Manager):
- $$\frac{(\text{Net Asset Value} + \text{Complying Transaction Costs}) + \text{Marketing Fee}}{\text{number of Units on issue}}$$
- 4.11 The Manager must only issue Units to Associates as Rights Unitholders.

Foreign Members

- 4.12 Subject to the terms of any relevant ASIC Exemption (whether modifying the Corporations Act or otherwise), the Manager need not offer Units under clauses 4.5 to 4.11 and 4.13 to Members whose address on the Register is outside Australia.

Distribution reinvestment plans

- 4.13 The Manager may set the issue price of Units (other than options for the issue of Units) where the whole or part of any money payable to a Member under this constitution, by way of distribution of capital or income, is applied in payment for the issue of Units and all the following apply:
- 4.13.1 each member (except those foreign Members as defined under clause 4.12, may from time to time elect to participate in the distribution reinvestment arrangement in respect to the

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- whole or some portion of the distributions which are or would otherwise be payable to that Member;
 - 4.13.2 all Units issued under the distribution reinvestment arrangement are in the same Class;
 - 4.13.3 the Application Price for each Unit issued under the arrangement in relation to any particular distribution is the same;
 - 4.13.4 all Units issued under the distribution reinvestment arrangement in relation to any particular distribution are issued at substantially the same time; and
 - 4.13.5 the Application Price at which Units are issued under the distribution reinvestment arrangement must not be less than 50% of the Application Price for Units in that Class (calculated in accordance with clauses 4.1 to 4.3) as at the date determined by the Manager to be the Distribution Calculation Date.

5 Application procedure

Application form

- 5.1 An applicant for Units and/or Options must complete a form approved by the Manager if the Manager so requires. The form may be transmitted electronically if approved by the Manager.

Payment

- 5.2 Payment in a form acceptable to the Manager, or a transfer of property of a kind acceptable to the Manager and able to be vested in the Manager or a custodian appointed by it (accompanied by a recent valuation of the property, if the Manager requires), must:
 - 5.2.1 accompany the application;
 - 5.2.2 be received by or made available to the Manager or the custodian within such period before or after the Manager receives the application form as the Manager determines from time to time; or
 - 5.2.3 comprise a reinvestment of distribution in accordance with clauses 9.9 to 9.11.

If the Manager accepts a transfer of property other than cash, any costs associated with the valuation or transfer of the property are payable or reimbursable out of the Assets.

Manager may reject

- 5.3 The Manager may reject an application in whole or in part without giving any reason for the rejection.

Minimum amounts

- 5.4 The Manager may set a minimum application amount and a minimum holding for the Trust and alter those amounts at any time.

Issue date

- 5.5 Except in the case of a reinvestment of distribution in accordance with this constitution, Units and/or Options are taken to be issued when:
- 5.5.1 the Manager accepts the application; or
 - 5.5.2 the Manager receives the application money, or the property against which Units are to be issued is vested in the Manager, whichever happens later.
- 5.6 Units which are issued on a reinvestment of distribution in accordance with this constitution are taken to be issued on the first Business Day after the end of the Distribution Period to which the distribution relates.

Uncleared funds

- 5.7 Units and or/option issued against application money paid other than in cleared funds, or in consideration of a transfer of property, are void if the funds are not subsequently cleared or the property does not vest in the Manager within 1 month of receipt of the application.

6 Redemption Price of Units⁵**Redemption Price**

- 6.1 Except where otherwise provided for as part of a special unit issue under clause 3.15 or as provided in clause 6.5, a Unit must only be redeemed at a Redemption Price calculated as:
- $$\frac{(\text{Net Asset Value} - \text{Complying Transaction Costs}) - \text{Administration Fee}}{\text{number of Units on issue}}$$
- 6.2 Each of the variables in clause 6.1 must be determined 18 days after the withdrawal offer closes unless ASIC grants relief allowing a longer period, in which case it is that period allowed under the ASIC relief.
- 6.3 The Redemption Price may be rounded as the Manager determines. The amount of the rounding must not be more than 1% of the Redemption Price.
- 6.4 The method specified in clause 6.1 may be amended by deed poll by the Manager, without Unitholder approval, where such a change is appropriate taking into consideration the requirements of the Corporations Act, published ASIC policy, and accepted industry standards.
- 6.5 Under a Special Withdrawal Offer, the Manager may offer in accordance with clauses 7.7 to 7.12 to redeem Units at a discount nominated by the Manager to the Redemption Price calculated as provided in clause 6.1.

⁵ Required to be included by section 601GA(4) if the Manager wishes to offer Members a right to withdraw from the scheme

7 Redemption procedures⁶

Redemption of Units⁷

- 7.1 A Member may withdraw from the Trust in accordance with the terms of any current withdrawal offer made by the Manager in accordance with the provisions of the Corporations Act regulating withdrawal offers for non-liquid schemes⁸. If there is no withdrawal offer currently open for acceptance by Members, a Member has no right to withdraw from the Trust.
- 7.2 Subject to any agreement with Members to the contrary, the Manager is not at any time obliged to make a withdrawal offer.
- 7.3 If the Manager receives a redemption request before it makes a withdrawal offer, it may treat the request as an acceptance of the offer effective as at the time the offer is made.
- 7.4 If accepted withdrawal offers relate to Units exceeding 60% of the total number of Units on issue, the Manager may but is not obliged to terminate and wind up the Trust in accordance with Corporations Act and this constitution.

Sums owed to Manager

- 7.5 The Manager may deduct from the proceeds of redemption or money paid pursuant to a withdrawal offer any money due to it by the Member.

Transfer of Assets

- 7.6 The Manager may transfer Assets to a Member rather than pay cash in satisfaction of all or part of a redemption request, pursuant to a withdrawal offer or in payment of a distribution. These Assets with any cash paid must be of equal value to the total amount due to the Member pursuant to the redemption request, withdrawal offer or distribution (based on a valuation done within one month before the date of the proposed transfer). If the Manager requires, the costs involved in transfer of these Assets must be paid by the Member or deducted from the amount due to the Member.

Special Withdrawal Offer

- 7.7 The Manager may make a Special Withdrawal Offer as provided in clause 6.5 by giving written notice setting out:
 - 7.7.1 the period during which the Special Withdrawal Offer will remain open;
 - 7.7.2 the assets that will be used to satisfy the Special Withdrawal Offer;
 - 7.7.3 the amount of money that is expected to be available when those assets are converted to money; and
 - 7.7.4 the method of dealing with withdrawal requests if the money is insufficient to satisfy the withdrawal request.

⁶ These procedures must be fair to all Members: section 601GA(4)

⁷ Required to be included by Section 601GA(4)(c) if Members are to have right to withdraw

⁸ See sections 601KB to 601KE

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- 7.8 As soon as practical after the Special Withdrawal Offer is made, the Manager must lodge a copy of the notice referred to in clause 7.7 with ASIC.
 - 7.9 The Manager must not make any other withdrawal offers whilst the Special Withdrawal Offer remains open.
 - 7.10 Unless the Special Withdrawal Offer is cancelled as provided in section 601KE the Manager must ensure that responses to the Special Withdrawal Offer are satisfied within 21 days after the Special Withdrawal Offer closes.
 - 7.11 If an insufficient amount of money is available from the assets specified in the Special Withdrawal Offer to satisfy withdrawal requests received, the Manager must satisfy withdrawal requests as provided in section 601KD.
 - 7.12 For the avoidance of any doubt, a Special Withdrawal Offer must comply with the provisions of the Corporations Act regulating withdrawal offers for non-liquid schemes.

8 Valuation of assets, accounts and audit

Periodic valuations

- 8.1 The Manager must cause the Assets to be valued at regular intervals appropriate to the nature of the Asset. The Manager may cause an Asset to be valued at any time, and must do so as and when required by the Corporations Act.⁹
- 8.2 The Manager may determine Net Asset Value at any time, including more than once on each day.

Valuation methods

- 8.3 The Manager may determine valuation methods and policies for each category of Asset and change them from time to time.
 - 8.3.1 Unless the Manager determines otherwise, the value of an Asset for the purpose of calculating Net Asset Value will be its market value¹⁰. Where the Manager values an Asset at other than its market value, or where there is no market value, the valuation methods and policies applied by the Manager must be capable of resulting in a calculation of the Application Price or Redemption Price that is independently verifiable.
- 8.4 Without limiting clause 8.3 or 8.4, for the purpose of determining the Net Asset Value, Derivative Contracts are to be brought to account by recognising as contingent assets and liabilities and corresponding revenues and expenses, in the period in which they arise:
 - 8.4.1 all costs and gains arising at the time of entering into the Derivative Contract; and

⁹ See section 601FC(j) for Manager's obligations concerning valuation

¹⁰ ASIC Policy Statement 134, paragraph 29: constitution should set out how scheme property will be valued
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- 8.4.2 all unrealised gains and losses relating to changes in the value of the Derivative Contract (including currency exchange differences).
 - 8.5 Subject to the law, the Manager must keep, or cause to be kept, proper books of account for the Trust.
 - 8.6 Subject to the law:
 - 8.6.1 the Manager must appoint a registered company auditor, or a firm, at least 1 of whose members is a registered company auditor as auditor of the Trust;
 - 8.6.2 the Manager may remove the auditor;
 - 8.6.3 the auditor may retire as auditor by giving at least 3 months' notice to the Manager (or any shorter notice period the Manager agrees to); and
 - 8.6.4 the auditor's remuneration must be set by the Manager.

9 Income and distributions to Members

Distributable income

- 9.1 The Manager must determine the distributable income of the Trust for each Financial Year.
- 9.2 Unless the Manager determines otherwise prior to the end of the Financial Year, distributable income will be:
 - 9.2.1 calculated in accordance with generally accepted accounting principles; but
 - 9.2.2 not less than the amount which if distributed would prevent the Manager being liable to tax on the income of the Trust.
- 9.3 The Manager in consultation with the Trust auditor may decide the classification of any item as being on income or capital account and the extent to which reserves or provisions need to be made.

Present entitlement

- 9.4 A person who at any time during the Financial Year is or has been a Member, is presently entitled to the distributable income of the Trust for the Financial Year, in the proportion that the Income Distributions made to the Member in respect of the Financial Year bear to the sum of the Income Distributions made to all persons who are or have been Members at any time during the Financial Year.

Income Distributions

- 9.5 Except where otherwise provided for as part of a special unit issue under clause 3.15, an Income Distribution in respect of a Member means an amount calculated by the Manager as follows:
 - 9.5.1 in respect of a Distribution Period ending on a Distribution Calculation Date other than 30 June in any year, an amount calculated as follows:

$$\frac{A \times C}{B}$$

where

- A is the number of Units held by the Member at the end of the Distribution Period
- B is the number of Units held by all Members at the end of the Distribution Period
- C is an estimate of the distributable income for the Distribution Period calculated as if the Distribution Period were a year of income; and

9.5.2 in respect of a Distribution Period ending on 30 June in any year, an amount calculated as follows:

$$\frac{A \times C}{B}$$

where

- A is the number of Units held by the Member at the end of the Distribution Period
- B is the number of Units held by all Members at the end of the Distribution Period
- C is the amount (if any) by which the distributable income for the Financial Year exceeds the aggregate of the estimates of distributable income calculated for the purposes of variable C in paragraph (a) above in respect of the previous Distribution Periods of the Financial Year.

9.5.3 For the purpose of determining the number of Units referred to in “A” and “B” in clause 9.5(a) and 9.5(b), the Manager may, where appropriate, ignore any special Units issued under clause 3.15 that are not entitled to receive all or part of any Income Distributions

Satisfaction of present entitlement

- 9.6 The present entitlement of a Member to distributable income of the Trust for a Financial Year will be satisfied by the payment of the Income Distributions to the Member in respect of the Financial Year. Income Distributions must be paid to a Member within three months after the Distribution Calculation Date.

Minimum distribution

- 9.7 The Manager may transfer capital to enable distribution to Members of the minimum amount necessary to avoid the Manager as trustee of the Trust becoming assessable to pay tax under the Tax Act.

Other distributions

- 9.8 The Manager may at any time distribute any amount of capital or income to Members pro rata according to the number of Units held as at a time decided by the Manager. The distribution may be in cash or by way of additional Units.

Reinvestment

- 9.9 The Manager may decide whether to permit or require the Members to reinvest some or all of any distribution to acquire Units.
- 9.10 If the Manager decides to permit or require reinvestment, it must notify Members of the procedure for reinvestment and any change in the procedure.
- 9.11 If reinvestment applies, the Manager is deemed to have received and accepted an application to reinvest on the first day after the end of the Distribution Period to which the distribution relates.

Position on transfer of Units

- 9.12 Income in the distribution account when a transfer or transmission of Units is Registered remains credited to the transferor.

10 Payments

- 10.1 Money payable by the Manager to a Member may be paid in any manner the Manager decides.
- 10.2 Cheques issued by the Manager that are not presented within 6 months may be cancelled. Where a cheque which is cancelled was drawn in favour of a Member, the money is to be reinvested in Units at the Application Price prevailing at the next Valuation Time after the cheque is cancelled.
- 10.3 Where the Manager attempts to make a payment to a Member by electronic transfer of funds or any other means and the transfer is unsuccessful, the money may be reinvested in Units at the Application Price prevailing at the next Valuation Time after failure of the third attempt.
- 10.4 Only whole cents are to be paid, and any remaining fraction of a cent becomes an Asset.
- 10.5 A payment to any one of joint Members will discharge the Manager in respect of the payment.
- 10.6 The Manager may deduct from any amount to be paid to a person who is or has been a Member, or received from a person who is or has been a Member:
- 10.6.1 any amount of Tax (or an estimate of it); or
- 10.6.2 any other amount owed by the Member to the Manager or any other person,

which the Manager is required or authorised to deduct in respect of that payment or receipt by law, by this constitution, by any offering

document for the Trust the terms of which are binding on the Member, or which the Manager considers should be deducted.

11 Powers of the Manager

General powers

- 11.1 Subject to this constitution, the Manager has all the powers in respect of the Trust that it is possible under the law to confer on a trustee and as though it were the absolute owner of the Assets and acting in its personal capacity.

Contracting powers¹¹

- 11.2 Without limiting clause 11.1, the Manager in its capacity as trustee of the Trust has the following powers:
- 11.2.1 To borrow or raise or secure the payment of money in such manner as the Manager thinks fit and to secure any such borrowing, raising or payment of money or the repayment or performance of any debt, liability, contract, guarantee or other engagement incurred or to be entered into by the Manager in any way and charged upon all or any of the Assets of the Trust and to purchase, redeem or pay off any such securities.
- 11.2.2 To enter into and perform:
- (a) Any transaction involving, or in connection with, an exchange of streams of payments between counterparties whether directly or indirectly; and
 - (b) Any transaction involving, or in connection with, trading commodities, securities or currency at a fixed price for delivery or settlement, whether immediately or at a future date; and
 - (c) Any transaction for managing lessening, hedging, or protecting against movements in currency exchange, interest or discount rates or against costs of borrowing. Lending or obtaining financial information;

and without limiting the generality of the foregoing, the power and authority conferred on the Manager shall include but not be limited to the power for any purpose to enter into and perform any interest rate swap or exchange transaction, currency swap or exchange transaction, rate cap, rate floor, rate collar, option contract relating to swaps, futures contract, currency option and forward rate agreement or any interest and or currency protection transaction or any combination of such transactions, contracts or agreements or any other transactions, financial arrangements or contracts of a kind or class similar to the transactions herein referred to.

- 11.2.3 To guarantee and give guarantees and/or indemnities for the payment of money or the performance of contracts or obligations by any person or corporation, to secure or undertake in any way the repayment of moneys lent or advanced to, or the liabilities incurred by any person or corporation and otherwise to assist any person or corporation.

¹¹ Required to be included by section 601GA(3)
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- 11.2.4 To carry on any trade or business either alone or in partnership anywhere in the world and to discontinue the same from time to time.
 - 11.2.5 The Manager may in writing appoint an attorney or attorneys and delegate the exercise of all or any of the powers or discretionary authorities hereby conferred on the Manager and execute any powers of attorney or other instruments necessary to effect such purpose.
 - 11.2.6 To purchase, take on lease, or exchange, hire and otherwise acquire any real and personal property and any rights and privileges which the Manager may think necessary or convenient for the purposes of its business, and in particular any land, buildings, easements, machinery, plant and stock in trade.
 - 11.2.7 The Manager may exercise or concur in exercising all powers and discretions hereby or by law given the Manager notwithstanding that the Manager may have a direct or other personal interest in the mode or result of exercising any such power or discretion.
 - 11.2.8 The Manager may exercise or concur in exercising all powers and discretions hereby or by law given notwithstanding that it or any person being a director or shareholder of the Manager may have a direct or personal interest in the mode or result of exercising such power or discretion or may benefit either directly or indirectly as a result of the exercise of any such power or discretion.
 - 11.2.9 The Manager in its capacity as trustee of the Trust has power to borrow or raise money, to grant security, and to incur all types of obligations and liabilities. Following any acquisition of a property or properties by the Manager on behalf of the Trust, the Manager may not undertake any borrowings in its capacity as trustee of the Trust other than Working Capital Borrowings, if after that borrowing the total of all outstanding borrowings will exceed 50% of the gross value of the Assets of the Trust.
 - 11.2.10 To give and execute any mortgage, charge or other security over all or parts of the Assets of the Trust as may be required to secure the payment or the performance of any contract obligation under or in connection with any transaction of the type referred to in this clause.

Investment powers

- 11.3 Without limiting clause 11.1, the Manager may in its capacity as trustee of the Trust invest in, dispose of or otherwise deal with property and rights in its absolute discretion.¹²

Power of delegation¹³

- 11.4 The Manager may authorise any person to act as its agent or delegate (in the case of a joint appointment, jointly and severally) to hold title to any Asset, perform any act or exercise any discretion within the Manager's power, including the power to appoint in turn its own agent or delegate.

¹² Subject to section 601FC(4)

¹³ See also section 601FB.
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- 11.5 The Manager may include in the authorisation provisions to protect and assist those dealing with the agent or delegate as the Manager thinks fit.
- 11.6 The agent or delegate may be an associate of the Manager.¹⁴

Exercise of discretion

- 11.7 The Manager may in its absolute discretion decide how and when to exercise its powers.

12 Retirement of Manager

Voluntary retirement

- 12.1 The Manager may retire as the responsible entity of the Trust as permitted by law¹⁵.

Compulsory retirement

- 12.2 The Manager must retire as the responsible entity of the Trust when required by law¹⁶.

New responsible entity

- 12.3 Any proposed replacement responsible entity must execute a deed by which it covenants to be bound by this constitution as if it had originally been a party to it.

Release

- 12.4 When it retires or is removed, subject to the law, the Manager is released from all obligations in relation to the Trust arising after the time it retires or is removed.¹⁷

13 Notices to Members

- 13.1 Subject to the Corporations Act, a notice or other communication required under this constitution to be given to a Member must be given in writing (which includes a fax) or in such other manner as the Manager determines, and be delivered or sent to the Member at the Member's physical or electronic address last advised to the Manager for delivery of notices.
- 13.2 A cheque payable to a Member may be posted to the Member's physical address or handed to the Member or a person authorised in writing by the Member¹⁸.
- 13.3 In the case of joint Members, the physical or electronic address of the Member means the physical or electronic address of the Member first named in the Register.
- 13.4 A notice, cheque or other communication sent by post is taken to be received on the Business Day after it is posted and a fax is taken to be received 1 hour after receipt by the transmitter of confirmation of

¹⁴ Subject to Part 5C.7

¹⁵ See section 601FL. The change does not take effect until the ASIC alters its records: Section 601FJ

¹⁶ See section 601FM and 601FA.

¹⁷ See section 601FR for the Manager's obligation to transfer records, etc. Section 601FS restricts this release.

¹⁸ See clause 16.3(c)
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transmission from the receiving fax machine. Proof of actual receipt is not required. Subject to the law¹⁹, the Manager may determine²⁰ the time at which other forms of communication will be taken to be received.

14 Notices to the Manager

- 14.1 A notice required under this constitution to be given to the Manager must be given in writing (which includes a fax), or in such other manner as the Manager determines.
- 14.2 The notice is effective only at the time of receipt.
- 14.3 The notice must bear the actual, facsimile or electronic signature of the Member or a duly authorised officer or representative of the Member²¹ unless the Manager dispenses with this requirement.

15 Meetings of Members

Corporations Act

- 15.1 The Manager may at any time convene a meeting of Members, and must do so if required by the Corporations Act.²²

Manager may determine

- 15.2 Subject to this clause 15 and the Corporations Act²³, the Manager may determine the time and place at which a meeting of Members will be convened and the manner in which the meeting will be conducted.

Proxies

- 15.3 The Manager may determine that an appointment of a proxy is valid even if it contains only some of the information required under the Corporations Act.²⁴

Non-receipt

- 15.4 If a Member does not receive a notice (including if notice was accidentally omitted to be given to them), the meeting is not invalidated.

Quorum

- 15.5 The quorum for a meeting of Members is at least 2 Members present in person or by proxy together holding at least 10% of all Units, unless the Trust has only one Member who may vote on a Resolution, in which case that one Member constitutes a quorum.

No quorum

- 15.6 If a quorum is not present within 15 minutes after the scheduled time for the meeting, the meeting is:
 - 15.6.1 if convened on the requisition of Members - dissolved; or

¹⁹ See section 601FC(1)(d)

²⁰ See section 252G(4)

²¹ See clause 16.3(c)

²² See Part 2G.4

²³ See Part 2G.4

²⁴ See 252Y(2)

- 15.6.2 otherwise - adjourned to such place and time as the Manager decides.

At any adjourned meeting, those Members present in person or by proxy constitute a quorum.

Chairman

- 15.7 Subject to the Corporations Act²⁵ the Manager may appoint a person to chair a meeting of Members.
- 15.8 The decision of the chairman on any matter relating to the conduct of the meeting is final.

Adjournment

- 15.9 The chairman has power to adjourn a meeting for any reason to such place and time as the chairman thinks fit.

Resolutions binding

- 15.10 A Resolution binds all Members, whether or not they were present at the meeting.
- 15.11 No objection may be made to any vote cast unless the objection is made at the meeting.

16 Rights and liabilities of Manager

Holding Units

- 16.1 The Manager and its associates may hold Units in the Trust in any capacity²⁶.

Other capacities

- 16.2 Subject to the Corporations Act²⁷, nothing in this constitution restricts the Manager (or its associates) from:
- 16.2.1 dealing with itself (as trustee of the Trust or in another capacity), an associate or with any Member;
- 16.2.2 being interested in any contract or transaction with itself (as trustee of the Trust or in another capacity), an associate or with any Member or retaining for its own benefit any profits or benefits derived from any such contract or transaction; or
- 16.2.3 acting in the same or a similar capacity in relation to any other managed investment scheme.

Manager may rely

- 16.3 The Manager may take and may act upon:
- 16.3.1 the opinion or advice of counsel or solicitors, whether or not instructed by the Manager, in relation to the interpretation of this constitution or any other document (whether statutory or otherwise) or generally in connection with the Trust;

²⁵ See Part 2G.4 and section 601FC(1)

²⁶ See section 601FG, section 253E and Part 5C.7

²⁷ See Part 5C.7

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- 16.3.2 advice, opinions, statements or information from any bankers, accountants, auditors, valuers and other persons consulted by the Manager who are in each case believed by the Manager in good faith to be expert in relation to the matters upon which they are consulted;
 - 16.3.3 a document which the Manager believes in good faith to be the original or a copy of an appointment by a Member of a person to act as their agent for any purpose connected with the Trust; and
 - 16.3.4 any other document provided to the Manager in connection with the Trust upon which it is reasonable for the Manager to rely;

and the Manager will not be liable for anything done, suffered or omitted by it in good faith in reliance upon such opinion, advice, statement, information or document.

17 Limitation of liability and indemnity in favour of Manager

Limitation on Manager's liability

- 17.1 The Manager is not liable in contract, tort or otherwise to Members for any loss suffered in any way relating to the Trust except to the extent that the Corporations Act imposes such liability.
- 17.2 Subject to the Corporations Act, the liability of the Manager to any person other than a Member in respect of the Trust (including in respect of any contracts entered into as trustee of the Trust or in relation to any Assets) is limited to the Manager's ability to be indemnified from the Assets.

Indemnity in favour of Manager

- 17.3 The Manager is entitled to be indemnified out of the Assets for any liability incurred by it in properly performing or exercising any of its powers or duties in relation to the Trust²⁸.
- 17.4 To the extent permitted by the Corporations Act²⁹, the indemnity under clause 17.3 includes any liability incurred as a result of any act or omission of a delegate or agent appointed by the Manager.
- 17.5 This indemnity is in addition to any indemnity allowed by law. It continues to apply after the Manager retires or is removed as trustee of the Trust.

18 Liability of Members

Liability limited

- 18.1 Subject to clauses 18.3 and 18.5, the liability of a Member is limited to the amount if any which remains unpaid in relation to the Member's subscription for their Units.

²⁸ See section 601GA(2)

²⁹ See sections 601FB(2) and 601GA(2)
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- 18.2 A Member need not indemnify the Manager if there is a deficiency in the Assets or meet the claim of any creditor of the Manager in respect of the Trust.
- 18.3 The Manager is entitled to be indemnified by a Member or former Member to the extent that the Manager incurs any liability for Tax or User Pays Fees as a result of the Member's action or inaction, or as a result of an act or omission requested by the Member or former Member.
- 18.4 Joint Members and former joint Members are jointly and severally liable in respect of all payments including payments of Tax to which clause 18.3 applies, and User Pays Fees.

Recourse

- 18.5 In the absence of separate agreement with a Member, and subject to clause 18.3, the recourse of the Manager and any creditor is limited to the Assets.

Restrictions on Members

- 18.6 A Member:
- 18.6.1 must not interfere with any rights or powers of the Manager under this constitution;
- 18.6.2 must not exercise a right in respect of an Asset or lodge a caveat or other notice affecting an Asset or otherwise claim any interest in an Asset; or
- 18.6.3 may not require an Asset to be transferred to the Member.

19 Remuneration and expenses of Manager

Application fee

- 19.1 Subject to the Corporations Act, the Manager is entitled to be paid by the applicant in respect of each application for Units in the Trust which it accepts to a fee of 3% of the application money. When calculating the number of Units to be issued, the application fee must first be deducted from the value of the application money or property.

Management fee

- 19.2 Subject to the Corporations Act, the Manager is entitled to be paid out of the Assets a management fee of 1.5% per annum of the gross value of the Assets calculated on the basis of the most recent valuation and payable monthly in advance, from the date the Trust commences to the date of final distribution in accordance with clause 21.3.

Performance bonus

- 19.3 Subject to the Corporations Act, the Manager is entitled to a performance bonus for each Financial year equal to 15% of the amount by which the Return on Equity in that Financial Year exceeds an amount equal to 15% per annum of the total Application Price of Units on issue from time to time during that Financial Year.

Farm management fee

- 19.4 Subject to the Corporations Act, in respect of each farming property that the Manager operates and manages on behalf of the Trust, the

Manager is entitled to a management fee of 5% per annum of the amount of the Annual Operating Expenses for that farming property.

Additional fees

19.4A The Manager is entitled to charge the Trust additional fees where the Manager provides services to the Trust which would ordinarily be provided by external parties (or are currently provided by external parties), to the Manager. These services (and the fees relevant thereto) include but are not limited to:

- (a) registry services;
- (b) custodial services;
- (c) due diligence for the acquisition or disposal of assets;
- (d) sourcing and negotiations for the acquisition or disposal of assets;
- (e) success, or contingency fees.

All fees proposed to be charged by the Manager must:

- (a) be on a commercial arms length basis; and
- (b) where the fees have been paid or contemplated to be paid, disclosed in the most recent offer document for the Trust.

19.4B Subject to the Corporations Act, in respect of each farming property that the Manager arranges rental on behalf of the Trust, the Manager is entitled to a management fee of 5% per annum of the amount of the Annual Rental for that farming property.

19.4C Subject to the Corporations Act, the sum of the management fees that the Manager is entitled to under clause 19.4 and clause 19.4B is limited to a maximum of 1% per annum of the gross value of the Assets calculated on the basis of the most recent valuation and payable monthly in advance.

Acquisition fee

19.5 Subject to the Corporations Act, the Manager is entitled to be paid out of the Assets, an Acquisition Fee equal to 2% of the total purchase price of the Assets of the Trust.

Waiver of fees

19.6 The Manager may accept lower fees than it is entitled to receive under this constitution, or may defer payment for any period. Where payment is deferred, the fee accrues daily until paid.

Expenses

19.7 All expenses incurred by the Manager in relation to the proper performance of its duties in respect of the Trust³⁰ are payable or reimbursable out of the Assets to the extent that such reimbursement is not prohibited by the Corporations Act. This includes but is not limited to expenses connected with:

- 19.7.1 this constitution and the formation of the Trust;

³⁰ See section 601GA(2)(b)
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- 19.7.2 the preparation, review, distribution and promotion of any prospectus or offering memorandum in respect of Units or other promotion of the Trust;
 - 19.7.3 the acquisition, disposal, insurance, custody and any other dealing with Assets;
 - 19.7.4 any proposed acquisition, disposal or other dealing with an investment;
 - 19.7.5 the administration or management of the Trust or its Assets and Liabilities, including the maintenance of the Register;
 - 19.7.6 convening and holding meetings of Members, the implementation of any Resolutions and communications with Members;
 - 19.7.7 Tax, including any amount charged by a supplier of goods or services, or both, to the Manager by way of or as a reimbursement for GST;
 - 19.7.8 financial institution fees;
 - 19.7.9 the engagement of agents, valuers, contractors and advisers (including legal advisers) whether or not the agents, valuers, contractors or advisers are associates of the Manager;
 - 19.7.10 preparation and audit of the taxation returns and accounts of the Trust;
 - 19.7.11 termination of the Trust and the retirement or removal of the Manager and the appointment of a replacement;
 - 19.7.12 any court proceedings, arbitration or other dispute concerning the Trust including proceedings against the Manager, except to the extent that the Manager is found by a court to be in breach of trust or to have been grossly negligent, in which case any expenses paid or reimbursed under this clause 19.4 must be repaid;
 - 19.7.13 the compliance committee established by the Manager in connection with the Trust (if any), including any fees paid to or insurance premiums³¹ in respect of compliance committee members;
 - 19.7.14 while there is no compliance committee, any costs and expenses associated with the board of directors of the Manager carrying out the functions which would otherwise be carried out by a compliance committee, including any fees paid to or insurance premiums in respect of external directors appointed to satisfy the requirements of Chapter 5C of the Corporations Act;
 - 19.7.15 donations made to an income tax exempt charitable institution or charitable fund that advances or promotes

³¹ See Section 601JG
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purposes that the Manager considers of benefit to the investment objectives of the Trust;

19.7.16 the preparation, implementation, amendment and audit of the compliance plan; and

19.7.17 complying with any law, and any request or requirement of the ASIC.

GST

19.8 If the Manager is or becomes liable to pay GST in respect of any supply under or in connection with this constitution then, in addition to any fee or other amount or consideration payable to the Manager in respect of the supply, the Manager is entitled to be paid out of the Assets an additional amount on account of GST, such amount to be calculated by multiplying the fee, amount or consideration for the part of the supply which is a taxable supply for GST purposes by the prevailing rate of GST. This clause does not apply to supplies in respect of which the relevant fees are expressed as GST inclusive in this constitution.

19.9 In relation to any fee that is expressed as GST inclusive in this constitution, in the event of an increase in the rate of GST, the new GST inclusive fee is determined by converting the existing GST inclusive fee to a GST exclusive figure (based on the GST rate immediately prior to the new prevailing GST rate) and multiplying it by $(1 + n)$ where “n” is the new prevailing rate of GST (expressed as a decimal).

19.10 In the event that the Manager is not entitled to an input tax credit in respect of the amount of any GST charged or recovered from the Manager by any person, or payable by the Manager by way of reimbursement of GST referable directly or indirectly to any supply made under or in connection with this constitution, the Manager is entitled to recover from the Trust by way of reimbursement an additional amount equivalent to the amount of such input tax.

Sums owed to the Manager

19.11 The Manager may redeem some or all of the Units held by a Member to satisfy any amount of money due to it by the Member.

20 Duration of the Trust

Initial settlement

20.1 The Trust commences when the Manager’s nominee subscribes \$100 for Units in the Trust. The Manager’s nominee must be issued with 100 Units in return for that payment.

Termination

20.2 The Trust terminates on the earliest of:

20.2.1 the 80th anniversary of the day before the Trust commenced;

20.2.2 the date specified by the Manager as the date of termination of the Trust in a notice given to Members; and

- 20.2.3 the date on which the Trust terminates in accordance with another provision of this constitution or by law³².

21 Procedure on termination

Realisation of Assets

- 21.1 Following termination, the Manager must realise the Assets. This must be completed in 180 days if practical and in any event as soon as possible after that.

Audit of winding up

- 21.2 If and to the extent that ASIC policy so requires, the Manager must arrange for independent review or audit of the final accounts of the Trust by a registered company auditor.

Distribution following termination

- 21.3 The net proceeds of realisation, after making allowance for all Liabilities of the Trust (actual and anticipated) and meeting the expenses (including anticipated expenses) of the termination, must be distributed pro rata to Members according to the number of Units they hold. The Manager may distribute proceeds of realisation in instalments.
- 21.4 Subject to the Corporations Act, the provisions of this constitution continue to apply from the date of termination until the date of final distribution under clause 21.3 but, during that period the Manager may not accept any applications for Units from a person who is not an existing Member.
- 21.5 Subject to the Corporations Act, the Manager is under no obligation to process redemption requests or accepted withdrawal offers where the Trust is terminated under clause 7.4.

22 Amendments to this constitution

Power to amend

- 22.1 If the Corporations Act allows³³, this constitution may be amended:
- 22.1.1 by Resolution³⁴; or
- 22.1.2 by deed executed by the Manager.

If the constitution is amended by Resolution, the Manager may give effect to the amendments by executing a supplemental deed.

Statutory requirements

- 22.2 If the Corporations Act or any relief from the provisions of the Corporations Act granted by the ASIC requires that this constitution contain certain provisions, then those provisions are deemed to be incorporated into this constitution at all times at which they are required to be included and prevail over any other provisions of this

³² See Part 5C.9 on winding up

³³ See section 601GC for power to amend the constitution. The amendment cannot take effect until a copy of the modification is lodged with the ASIC

³⁴ The required majority for such a Resolution under section 601GC(1)(a) is 75%

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constitution to the extent of any inconsistency. Clause 22.1 does not apply to provisions deemed by this clause 22.2 to be incorporated in the constitution.

23 Compliance committee

If any Compliance Committee Member incurs a liability in that capacity in good faith, the Compliance Committee Member is entitled to be indemnified out of the Assets in respect of that liability to the extent permitted by the Corporations Act³⁵.

24 Complaints

- 24.1 If a Member submits to the Manager a complaint alleging that the Member has been adversely affected by the Manager's conduct in its management or administration of the Trust, the Manager must:
- 24.1.1 if the complaint is in writing, acknowledge in writing receipt of the complaint as soon as practicable and in any event within 14 days from receipt;
 - 24.1.2 if the complaint is verbal, then unless the complaint is dealt with by the Manager (to the satisfaction of the Member) at the time the Member makes the complaint, acknowledge in writing receipt of the complaint as soon as practicable and in any event within 14 days from receipt;
 - 24.1.3 refer the matter to the complaints officer to investigate the complaint;
 - 24.1.4 the complaints officer will communicate to the complainant in relation to the complaint as soon as practicable and in any event not more than 45 days after receipt by the Manager of the complaint:
 - (a) the determination of the complaint;
 - (b) the remedies (if any) available to the Member; and
 - (c) information regarding any further avenue for complaint.

Complaints handling system

- 24.2 Where the Trust is registered as a managed investment scheme under the Act, the Manager must establish a complaints handling framework.

Essential elements

- 24.3 The complaints handling process must, as a minimum:
- 24.3.1 **(recognition of complaint)** recognise that a complaint is an expression of dissatisfaction made to the Manager, related to its products or services, or the complaints handling process itself, where a response or resolution is explicitly or implicitly expected;

³⁵ See section 601JF
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- 24.3.2 **(commitment)** have a commitment to efficient and fair resolution of complaints;
 - 24.3.3 **(resources)** have adequate resources for complaints handling with sufficient levels of delegated authority;
 - 24.3.4 **(visibility)** be well publicised to Members and staff of the Manager and must include information to Members about how and where to complain;
 - 24.3.5 **(accessibility)** be available to all Members, and information must be readily available on the details of making and resolving complaints;
 - 24.3.6 **(responsiveness)** provide that receipt of each complaint is to be acknowledged to the Member immediately or, otherwise, as soon as possible. Complaints should be dealt with promptly in accordance with their urgency, and Members treated courteously and kept informed of the progress of their complaints;
 - 24.3.7 **(charges)** not charge the particular complaining Member for handling the Member's complaints (although the Manager may be reimbursed from the Assets for its costs in dealing with all complaints);
 - 24.3.8 **(objectivity)** ensure complaints are treated in an equitable, objective and unbiased manner;
 - 24.3.9 **(confidentiality)** recognise that personally identifiable information about the Member should be available when needed but used only to the extent necessary, and be actively protected from disclosure, unless the Member expressly consents to the disclosure;
 - 24.3.10 **(customer-focused approach)** have a customer-focused approach, facilitate the receipt and collection of feedback and foster commitment to resolving complaints which is demonstrated by the Manager's actions;
 - 24.3.11 **(collection of information)** appropriately and systematically record complaints by Members and the outcome, whilst protecting any personal information and ensuring the confidentiality of Members;
 - 24.3.12 **(analysis and evaluation of complaints)** classify and analyse complaints to identify systemic, recurring and single incident problems and trends, and help eliminate the underlying causes of complaints;
 - 24.3.13 **(accountability)** establish accountability for reporting on actions and decisions regarding complaints; and
 - 24.3.14 **(continued improvement)** be reviewed at least annually to ensure that it is sufficiently delivering effective outcomes.

25 Interpretation

Definitions

- 25.1 In this constitution these words and phrases have the following meaning unless the contrary intention appears:

Administration Fee: in relation to a redemption price, an amount equal to the administrative cost per Unit of running a redemption, as estimated by the Manager, which is in no case to be more than:

$$\frac{(\text{Net Asset Value} - \text{Complying Transaction Costs}) \times 0.01}{\text{Number of Units on issue}}$$

where the exact amount to be subtracted is expressed in percentage terms in the relevant disclosure document.

Annual Operating Expenses: all costs, charges, expenses and other outgoings paid or payable in relation to the operation and management of a farming property in any Financial Year, but excluding:

- 25.1.1 those of a capital or structural nature; and
- 25.1.2 those administrative overheads incurred by the Manager but not directly referable to any one particular farming property, such as salaries; and
- 25.1.3 the farm management fee calculated under clause 19.4.

Application Price: the Unit price calculated in accordance with clause 4.

ASX means ASX Limited ACN 008 624 691

ASIC: the Australian Securities and Investments Commission or any regulatory body which replaces it or performs its functions.

ASIC Exemption: means:

- (a) an exemption or modification granted by ASIC under Part 5C.11 Corporations Act; and
- (b) any other instrument issued by ASIC which relates to the Manager or the Trust.

Assets: all the property, rights and income of the Trust adopting generally accepted accounting principles, but not application money or property in respect of which Units have not yet been issued, proceeds of redemption which have not yet been paid or any amount in the distribution account.

Associate: has the meaning given to that term in part 1.2 Corporations Act for the purposes of chapter 5C Corporations Act.

Business Day: a day other than a Saturday or a Sunday or declared public holiday in the Australian Capital Territory.

Compliance Committee Member: a member of a compliance committee established by the Manager in connection with the Trust.

Complying Transaction Costs:

- (a) when calculating the Application Price of a Unit, the Manager's reasonable estimate of the actual amount necessary to avoid an adverse impact on other scheme members because of a particular acquisition of an Assets; and
- (b) when calculating the Redemption Price of a Unit, the Manager's reasonable estimate of the actual amount necessary to avoid an adverse impact on other scheme members because of a particular withdrawal of interest;

provided that any such estimate is made in line with the requirements of the Corporations Act, published ASIC policy, and any relevant industry standards, and that subject to the Corporations Act³⁶ the Manager may in connection with any particular application or request for redemption of Units deem these costs to be a lesser sum or zero.

Derivative Contract: any swap, forward agreement, option or other transaction the value of which depends on, or is derived from, the value of assets, liabilities, indices, rates or other variables, any combination of those transactions or any other similar arrangements.

Distribution Calculation Date: the last day of each Financial Year and such other days as the Manager designates.

Distribution Period:

- (a) for the first distribution period, the period from the establishment of the Trust to the next Distribution Calculation Date;
- (b) for the last distribution period, the period from the day after the preceding Distribution Calculation Date to the date of distribution on winding up of the Trust; and
- (c) in all other circumstances, the period from the day after the preceding Distribution Calculation Date to the next occurring Distribution Calculation Date.

Financial Year:

- (a) for the first financial year, the period from the establishment of the Trust to the next 30 June;
- (b) for the last financial year, the period from 1 July before the date the Trust terminates to the date of distribution on winding up of the Trust; and
- (c) in all other circumstances, the 12 month period ending on 30 June in each year.

³⁶ See section 601FC(1)(d)
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GST: a goods and services tax, value added tax, consumption tax or a similar tax or a tax on services only.

Income Distribution: in respect of a Member and a Distribution Period, the amount calculated in respect of the Member under clause 9.5.

IFSA: The Investment and Financial Services Association or other such successor organisation or similar industry body as may be constituted and of which the Manager is a member.

IFSA Standards: a set of accounting, reporting and other standards for the financial services industry as published by the IFSA from time to time, compliance with which is mandatory for all IFSA members.

Liabilities: all present liabilities of the Trust including any provision which the Manager decides should be taken into account in determining the liabilities of the Trust but excluding the liability of the Trust to Members for their undivided interests in the Assets.

Liquid: has the same meaning as in the Corporations Act³⁷.

Listed: means admitted to and not removed from the official list of the ASX.

Listing Rules: means the Listing Rules of the ASX, which are applicable whilst the Trust is admitted to the official list of the ASX, as amended or repealed from time to time, except to the extent of any express written waiver by the ASX.

Manager:

- (a) during the time (if any) from the commencement of the Trust until the Trust is registered with the ASIC as a managed investment scheme, Rural Funds Management Limited ACN 077 492 838; and
- (b) from the time of registration of the Trust as a managed investment scheme with the ASIC, the company registered with the ASIC as the responsible entity for the Trust under the Corporations Act.

Marketing Fee: in relation to a application price, an amount equal to the marketing cost per Unit of raising new capital (including the payment of volume bonuses where appropriate), estimated by the Manager, which is in no case to be more than:

$$\frac{(\text{Net Asset Value} + \text{Complying Transaction Costs}) \times 0.087}{\text{Number of Units on issue}}$$

where the exact amount to be added is expressed in percentage terms in the relevant disclosure document.

Member: the person Registered as the holder of a Unit (including persons jointly Registered).

³⁷ Refer Part 5C.6
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Net Asset Value: the value of the Assets calculated in accordance with clause 8 less the Liabilities.

Options: means an option to subscribe for a Unit.

Record Date: means the date set by the Manager for ascertaining entitlements to distributions, new Units or other benefits.

Redemption Price: the Unit price calculated in accordance with clause 6.

Register: the register of Members kept by or on behalf of the Manager under the Corporations Act.

Registered: recorded in the Register.

Registration: recording in the Register.

Resolution:

- (a) a resolution passed at a meeting of Members in the Trust:
 - (i) on a show of hands, by the required majority of Members present in person or by proxy and voting on the show of hands; or
 - (ii) on a poll, by the required majority of votes cast by Members present in person or by proxy and voting on the poll; or
- (b) where the law allows, a resolution in writing signed by Members holding the required majority of the Units in the Trust.

Except where this constitution or any applicable law provides otherwise, the “required majority” is a simple majority³⁸.

Return on Equity: the net profit of the Trust before tax and before the performance bonus (if any) payable under clause 19.3 for a Financial Year calculated in accordance with any accounting standards that apply to the Trust under the Corporations Act, or otherwise in accordance with generally accepted accounting principles and practices consistently applied over time.

Rights Unitholders: has the meaning set out in clause 4.6.

Special Withdrawal Offer: means the withdrawal offer as described in clause 6.5 made by the Manager under clauses 7.7 to 7.12.

Tax: all kinds of taxes, duties, imposts, deductions and charges imposed by a government including GST or any amount recovered from the Manager by way of reimbursement of GST or any amount

³⁸ Circumstances where a special resolution is required include a vote on amendments to this constitution if necessary (see section 601GC(1)(a)). For voting on winding up by Members and choosing a new responsible entity see sections 601FL and 601NB

included either expressly or impliedly in an amount paid or payable by the Manager on account of GST, together with interest and penalties.

Tax Act: the Income Tax Assessment Act 1936 (“**1936 Act**”), the Income Tax Assessment Act 1997 (“**1997 Act**”) or both the 1936 Act and the 1997 Act, as appropriate.

Trust: the trust constituted under or governed by this constitution.

Unit: an undivided share in the beneficial interest in the Trust as provided in this constitution.

User Pays Fees: any cost incurred in relation to:

- (a) an entitlement to a payment or a payment to or from the Trust in respect of a Member; or
- (b) any act or omission requested by a Member,

which the Manager considers should be borne by that Member.

Valuation Time: a time at which the Manager calculates Net Asset Value.

Working Capital Borrowings means short term or revolving borrowings (such as overdraft accommodation) payable within one year, for the purpose of funding working capital requirements, but excludes core debt borrowings for the purpose of acquisition or development of substantial capital assets, leases on plant and equipment and borrowings for the purpose of refinancing such borrowings.

Interpretation

- 25.2 Unless the contrary intention appears, in this constitution:
 - 25.2.1 terms defined in the Corporations Act are used with their defined meaning;
 - 25.2.2 a reference to a statute, ordinance, code or other includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements;
 - 25.2.3 the singular includes the plural and vice versa;
 - 25.2.4 the words “includes” or “including”, “for example” or “such as” when introducing a list of items do not exclude a reference to other items, whether of the same class or genus or not;
 - 25.2.5 amend includes delete or replace;
 - 25.2.6 person includes a firm, a body corporate, an unincorporated association or an authority;

25.2.7 the cover page, contents, headings, footnotes, marginal notes and finding lists are for convenience only and do not affect interpretation of this constitution; and

25.2.8 a reference to a year (other than a Financial Year), quarter or month means a calendar year, calendar quarter or calendar month respectively.

IFSA Standards

25.3 Where the Manager is a member of the IFSA then wherever possible, the clauses in this constitution are to be read so as to comply with the relevant IFSA Standards that may be in force from time to time. Where there is a direct conflict between the terms of the constitution and an IFSA standard, the terms of the constitution are to prevail.

Other documents

25.4 A document does not become part of this constitution by reason only of that document referring to this constitution or vice versa, or any electronic link between them.

Constitution legally binding³⁹

25.5 This constitution binds the Manager and each present and future Member and any person claiming through any of them in accordance with its terms (as amended from time to time) as if each of them had been a party to this constitution.

Severance

25.6 If all or part of any provision contained in this constitution is void or invalid or would otherwise result in all or part of this constitution being void or invalid for any reason, then such part is to be severed from this constitution without affecting the validity or operation of any other provision of this constitution.

Governing law

25.7 This constitution is governed by the law of the Australian Capital Territory.

Other obligations excluded

25.8 Except as required by the Corporations Act all obligations of the Manager which might otherwise be implied or imposed by or equity are expressly excluded to the extent permitted by law, including without limitation any obligation of the Manager in its capacity as trustee of the Trust arising under any statute.

26 Listing Rules

26.1 Despite anything else contained in this document, while the Trust is Listed:

26.1.1 if the Listing Rules prohibit an act being done, the act must not be done;

26.1.2 nothing contained in this document prevents an act being done that the Listing Rules require to be done;

³⁹ Refer section 601GB
26612105v4

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- 26.1.3 if the Listing Rules require an act to be done or not to be done, authority is given for that act to be done or not to be done (as the case may be);
 - 26.1.4 if the Listing Rules require this document to contain a provision and it does not contain such a provision, this document is deemed to contain that provision;
 - 26.1.5 if the Listing Rules require this document not to contain a provision and it contains such a provision, this document is deemed not to contain that provision; and
 - 26.1.6 if any provision of this document is or becomes inconsistent with the Listing Rules, this document is deemed not to contain that provision to the extent of the inconsistency.

Finding list

This list is included to assist the ASIC in identifying the provisions in this constitution which satisfy the requirements of the Corporations Act for constitutions of registered managed investment schemes.

Corporations Act	Constitution
601GA	
(1)(a)	4.1 - 4.4
(1)(b)	11.1 - 11.3
(1)(c)	24
(1)(d)	21
(2)	17.3 - 17.5, 19.1 - 19.11
(3)	11.2
(4)(a)	7.1 - 7.3
(4)(b)	7.1 - 7.5
(4)(c)	7.1 - 7.12
601GB	25.5