

CHAIRMAN'S EMAIL RE NOTICE OF MEETING/SPECIAL MEETING

17 NOVEMBER 2021

Subject: Notice of Annual and Special Meetings

Dear [name],

Today we have released our Notice of Annual Meeting and Notice of Special Meeting (Capital Structure).

Hard copies have been posted to you, but in the meantime, you can read the documents online:

[Notice of Annual Meeting](#)

[Notice of Special Meeting – Capital Structure](#)

Our 2021 Annual Meeting and Special Meeting will be held at the ILT Stadium Southland, Surrey Park Sports Centre, 18 Surrey Park Road, Invercargill on Thursday 9 December. Due to the current COVID-19 restrictions, these meetings will be held as hybrid meetings and shareholders will also be able to attend the meetings online.

Immediately following the conclusion of the Annual Meeting, we will begin the Special Meeting to consider changes to our Capital Structure.

The Notice of Special Meeting booklet includes an overview of the recommended capital structure changes and details of the associated special resolution that you are being asked to vote on. I encourage you to read the details of the recommendation in conjunction with our long-term strategy booklet: [Our Path to 2030](#).

The Board and senior management are united in the view that what we are recommending is in the best interests of our Co-operative. There is no perfect answer, but we are confident that the Flexible Shareholding structure will support the sustainable supply of New Zealand milk that our long-term strategy relies on. One enables the other, and together they give our Co-op the potential to deliver the competitive returns that will continue to support our families' livelihoods from this generation to the next.

Having already obtained the support of 92% of the Co-operative Councillors, the recommended changes now require a minimum 75% support of voting farmers.

This is one of the most profound decisions we will make as farmers. I strongly encourage you to use your vote.

A successful farmer vote would not take effect until the Board is satisfied that any steps necessary for implementation have been (or will be) completed. We are continuing to work with the Government on what the changes might mean under the Dairy Industry Restructuring Act (DIRA).

In the interests of transparency, in our Notice of Special Meeting we have included a letter from the Minister of Agriculture outlining the Government's position on our capital structure proposal.

I believe we are philosophically aligned with the Government. We both want to see Fonterra continue to thrive as a New Zealand co-operative and deliver increasing value for the New Zealand economy and for farmers.

The Government is not at this stage in a position to support DIRA changes to facilitate our proposal. We understand the Government is looking for further assurance that our proposal supports contestability, drives performance and innovation, and protects alignment of shareholder interests.

I have spoken to the Minister since receiving his letter and remain confident that we can provide the Government with the necessary assurances and work together to find a regulatory framework that supports the Flexible Shareholding structure.

One of the considerations will be a strong mandate for change from the Co-op's farmers, so please exercise your ownership and control rights by voting.

If you can't attend the Annual Meeting or Special Meeting in person or online, you can vote online, by post, or by way of proxy. Further instructions on how to vote by all of these methods can be found on the respective voting papers in your voting pack. Today you will also receive a separate email from the Co-operative Council Chairman, James Barron, with details about this year's Fonterra Board of Directors' Election, Directors' Remuneration Committee Election, and the Co-operative Councillor Elections.

I look forward to seeing as many of you as possible in Invercargill and online on 9 December.

Peter

Proposed Constitution Changes for Flexible Shareholding Capital Structure

Fonterra Special Meeting 2021

Notice of Special Meeting of Shareholders and Explanatory Notes

1.00pm on Thursday, 9 December 2021
ILT Stadium Southland
Surrey Park Sports Centre
18 Surrey Park Road
Invercargill

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This Notice of Meeting contains a special resolution to approve changes to Fonterra's Constitution relating to the Flexible Shareholding proposal.

It is important you read the detail about the proposed changes to the Fonterra Constitution set out in this Notice of Meeting, including the explanatory overview provided in Part Two and the explanatory notes set out alongside the specific Constitution changes in Part Three. This will provide you with the information that you need to enable you to vote.

Fonterra Co-operative Group Limited

Special Meeting for 2021

This Special Meeting will be held as a hybrid meeting so that Shareholders may either attend at the ILT Stadium Southland, Surrey Park Sports Centre, 18 Surrey Park Road, Invercargill at **1.00pm or if later, immediately after conclusion of Fonterra's Annual Meeting of Shareholders, on Thursday, 9 December 2021** or virtually using the instructions set out below under the heading 'Virtual Meeting'.

COVID-19 Implications

Fonterra intends to hold this Special Meeting as a hybrid meeting so that Shareholders can attend either:

- in person at ILT Stadium Southland, Surrey Park Sports Centre, 18 Surrey Park Road, Invercargill; or
- virtually, using the instructions set out below under the heading 'Virtual Meeting'.

However, due to the current uncertainty relating to the COVID-19 pandemic, Fonterra may elect to hold this Special Meeting as an online only meeting, depending on the COVID-19 restrictions that are in place for Thursday, 9 December 2021. Fonterra will provide Shareholders with as much notice as is reasonably practicable, by way of an announcement to the NZX and an email to Shareholders, if the meeting is to be held as an online only meeting.

This Special Meeting will follow the Ministry of Health COVID-19 guidelines. This means that everyone attending the meeting in person will need to comply with the current government requirements in relation to the hosting of meetings. These are presently to scan in using the COVID-19 tracer app and follow all requirements around wearing face coverings and social distancing. If you are feeling unwell or have been to any COVID-19 locations of interest, we strongly recommend you join the meeting virtually.

Virtual Meeting

To attend the meeting and participate online use the following link to the virtual meeting platform:
<https://edge.media-server.com/mmc/go/Fonterra-Meeting>

Shareholders attending and participating in the meeting virtually via the online platform will be able to watch the Special Meeting, vote and ask questions during the meeting. Shareholders participating online will be required to enter their name, contact number and supply number(s) for verification purposes.

More information regarding virtual attendance at the meeting (including how to vote and ask questions virtually during the meeting) is available here:
<https://www.fonterra.com/online-meeting-guide>

Special Meeting Documents

Each Shareholder has been sent:

- This Notice of Meeting booklet, which includes:
 - Letters from the Chairman, Chief Executive Officer, and Co-operative Council Chairman
 - Notice of Meeting (including the text of the matter to be voted on by Shareholders) (Part One)
 - Overview of proposed changes (Part Two)
 - Explanatory Notes regarding the matter to be voted on by Shareholders (Part Three)
- A combined Special Meeting Voting Paper/Proxy Form. Use this Voting Paper/Proxy Form:
 - To vote online or by post by **1.00pm on Tuesday, 7 December 2021**.
 - If you are attending the Special Meeting to vote in person.
 - If you are unable to attend the Special Meeting, and you do not wish to vote online or by post, you can appoint a proxy to attend and vote on your behalf by completing the Proxy Form and returning it to the address specified on the freepost envelope included in the voting pack or otherwise set out on the form, so that the Returning Officer receives it no later than **1.00pm on Tuesday, 7 December 2021**.
 - If you are a company or other body corporate, you can appoint a representative to attend and vote on your behalf by completing the Proxy Form.

Further instructions are on the back of the Special Meeting Voting Paper/Proxy Form and on page 2 of this Notice of Meeting.

Voting

Shareholders can vote on the matters to be considered at the Special Meeting **online** or by **post**. The instructions on how to vote in this manner can be found on the Special Meeting Voting Paper/Proxy Form.

electionz.com Limited has been authorised by the Board to receive, at the address specified on the freepost envelope included in the voting pack or otherwise set out on the Voting Paper, and count, all **online** and **postal** votes.

For the Special Meeting Shareholders can also vote by attending the meeting **in person or virtually**, or by appointing a **proxy or representative** (who can attend the meeting in person or online to vote on their behalf).

All online and postal votes must be received by the Returning Officer by **1.00pm on Tuesday, 7 December 2021**.

Voting Entitlements

A Shareholder's voting entitlement is based on their milksolids production. Shareholders will receive one vote for every 1,000 kilograms of milksolids supplied to Fonterra during the season ended **31 May 2021**.

If a Shareholder did not supply last season but now owns an existing farm that supplied last season, the voting entitlement will be based on that farm's supply last season or on the Board's estimate of milksolids production for this season. In the case of a dry farm conversion and farm amalgamations/ divisions, voting entitlement is based on one vote for every estimated 1,000 kilograms of milksolids to be supplied during the season ended **31 May 2022**. Milk supplied on Contract Supply and milk which is not backed by shares or counting vouchers is excluded from milksolids production when calculating voting entitlements.

In accordance with the Companies Act, the Board has fixed 5.00pm on **11 November 2021** as the date for determining voting entitlements of Shareholders for this meeting.

Accordingly, those persons who are, at 5.00pm on **11 November 2021**, registered as Shareholders will be entitled to vote at the Special Meeting in respect of the shares registered in their name on that date backed by production.

A Shareholder's voting entitlement for a farm is shown on the Voting Paper enclosed for that farm with this pack. If a Shareholder appoints a proxy or representative, the proxy or representative will exercise that Shareholder's voting entitlement as described above.

Proxies or Representatives

Instructions to appoint a proxy or representative are outlined in this Notice of Meeting and the Combined Special Meeting Voting/Proxy Paper. The Returning Officer will contact each proxy or representative ahead of the Special Meeting to provide them with the necessary information required to enable them to participate in and vote during the Special Meeting.

You may appoint the Chairman of the meeting or any director, or any other person, as your proxy (a proxy need not be a Shareholder). Where a Shareholder does not name a person as their proxy but otherwise completes the proxy form in full, or where a Shareholder's named proxy does not attend the meeting, the Chairman of the meeting will act as that Shareholder's proxy and will vote in accordance with that Shareholder's express direction.

The Chairman intends to vote any discretionary proxies, for which they have authority to vote, in favour of the resolutions.

All proxy or representative appointments must be received by the Returning Officer by **1.00pm on Tuesday, 7 December 2021**.

Questions

Shareholders will be able to ask questions in person or, for those attending online, via the online platform during the Special Meeting. We encourage Shareholders to submit questions as early as possible to ensure that as many questions as possible are received and addressed at the appropriate time during the meeting.

Votes Required and Quorum

The special resolution will be passed if approved by a majority of 75% or more of the votes of those Shareholders entitled to vote and voting on the resolution.

The quorum for the meeting is present if not fewer than 50 Shareholders have cast postal votes (including by electronic means) or are present in person or by a representative, who between them hold or represent the holder or holders of not less than two per cent of the voting rights entitled to be exercised on the resolutions to be considered at the meeting.

There are no voting restrictions on the resolution to be considered at the meeting.

Results of Voting

The results of voting at the Special Meeting will be posted on NZX, the Farm Source website and our My Co-op app as soon as vote counting is complete and the Chairman has declared the results.

Meeting Attendees

The Special Meeting is held for the benefit of Shareholders and their authorised proxies and representatives. Fonterra management will also be in attendance, as well as the auditors and invited members of the media.

Fonterra Board Chairman Letter

Dear Farmer Shareholders,

Your Board is pleased to put forward this final proposal to improve our capital structure as we seek to better enable our strategy and protect your farmer ownership and control of our Co-op.

The proposed “Flexible Shareholding” structure is a further progression on what we have consulted on this year.

We would like to thank the thousands of farmers who gave us their time and ideas as part of that process. Your feedback has helped us to shape this proposal into a model we believe best addresses the broad, and at times conflicting, views within our ownership base.

I encourage you to read all of the information provided in this Notice of Meeting. The full proposal is described on pages 9-13, and the changes we have made since September are described on pages 14-15.

The Board and senior management are united in the belief that this proposal is the best course of action for our Co-operative. Moving to a new capital structure now, while we are in a strong financial position and have all options available to us, is our best course of action.

The recommended changes have received 92% support from your Co-operative Council.

We are confident that these changes will support the sustainable supply of New Zealand milk that our long-term strategy is based on. Our future success relies on our ability to hold our own in an increasingly competitive environment, and one that is rapidly changing due to factors such as environmental pressures, new regulations and alternative land uses.

We see total New Zealand milk supply as likely to decline, and flat at best. Our Co-op’s supply depends on the actions we take with our capital structure, performance, productivity and sustainability. If we do nothing, we are likely to see around 12-20% decline by 2030 based on the milk supply scenarios we have modelled.

Protecting a strong New Zealand farmer-owned Co-operative of scale is in all our interests.

Fonterra delivers value to all of our New Zealand communities. A strong Co-op ensures we pay the highest sustainable milk price, and our milk price sets the benchmark for prices kiwi dairy farmers are paid for their milk. Securing our scale efficiency keeps our manufacturing sites utilised, and increases our ability to invest in on-farm support services, innovation, new markets and product development – all of which create value for New Zealand through milk price and profits returned to regions, export performance, employment, environmental performance, and community development.

Based on our current operations, our Farmgate Milk Price could be 6-13 cents lower by 2030 if we make no changes to our capital structure and continue to lose market share at the rate we’ve seen over the past 5 seasons to May 2020.

We believe this represents a structural impact on industry profitability that is likely to impact New Zealand dairy farmers every year.

Farmers leave for different reasons, but one of the most influential ones is the high level of compulsory investment that’s required to be part of our Co-op. A capital structure with flexible shareholding will help to level the playing field with our competitors, many of whom are foreign-backed and don’t require farmers to invest capital.

Deciding to stay with Trading Among Farmers (TAF) is an option, but we risk becoming a smaller and less efficient Co-op. If that is our collective decision, we would need to re-look at how we implement the strategy based on even more conservative risk settings. Under TAF, we are unlikely to be in a position to achieve the same level of returns in terms of capital and dividends as we have outlined in our long-term strategy.

As I said earlier, the Board is united in its view that what we are recommending is in the best interests of our Co-operative. There is no perfect answer, but we are confident that this structure will support the sustainable supply of New Zealand milk that our long-term strategy relies on. One enables the other, and together they give our Co-op the potential to deliver the competitive returns that will continue to support our families’ livelihoods from this generation to the next.

Changing our capital structure is the most profound decision we will make as farmers in almost a decade. I strongly encourage you to use your vote. It is a critical part of exercising our ownership and control of our Co-operative, and our external stakeholders will be looking for a strong mandate for change.

A successful farmer vote would not take effect until the Board is satisfied that any steps necessary for implementation have been, or will be, completed. We are aiming for 1 June 2022, but we need to keep working with the Government on what the changes might mean under the Dairy Industry Restructuring Act. We will keep you updated on the likely date on which the changes would take effect.



Peter McBride
Chairman

Chief Executive Letter

Dear Farmer Shareholders,

The last three years have been about resetting the business and showing what we can achieve when we focus on quality execution and our Co-op is aligned.

I want to thank you for giving your Management Team your support through this period and supplying the Co-op with your milk. Together, we've shored up our Co-op's foundations and done this despite the challenges of operating in a COVID-19 world.

As we come to the end of our business reset, we have turned our attention to the next phase of our strategy to focus on value growth. We've looked out to 2030 and the fundamentals of dairy – in particular, New Zealand dairy – are strong.

The world wants our sustainably produced, high-quality milk and this comes at a time when we see total New Zealand milk supply as likely to decline, and flat at best.

On the one hand, this requires the right capital structure to help ensure we don't lose the benefits of what generations of farmers have built – a New Zealand dairy co-operative of scale. But on the other hand, it gives us more options to be selective about what we do with your milk. In doing so, we can increase the value we generate for farmers and New Zealand over the next decade.

To make this happen we have made three strategic choices:

1. Focus on New Zealand milk
2. Be a leader in sustainability
3. Be a leader in dairy innovation and science.

Our strategy requires us to focus our capital and people on enhancing New Zealand milk and for these reasons we have reviewed our ownership of our two other milk pools – in Australia and Chile.

Both decisions are critical to achieving a greater focus on our New Zealand milk and, importantly, allowing us to free up capital – much of which is intended to be returned to shareholders.

We are confident that with access to a sustainable supply of New Zealand milk, Fonterra's strategy can deliver the financial targets we have set under our long-term strategy.

While continuing to pay the maximum sustainable milk price, the key value targets we're aiming to achieve by 2030 include:

1. A 40-50% increase in operating profit from FY21 and, with the reduced interest from having less debt, this should translate into an approximately 75% increase in earnings, giving us the ability to steadily increase dividends to around 40-45 cents per share by FY30
2. A Group Return on Capital of 9-10%, up from 6.6% in 2021

3. Through planned divestments and improved earnings, an intended return of about \$1 billion to shareholders by FY24, and around \$2 billion of additional capital available for a mix of investment in further growth and return to shareholders. This is in addition to the approximately \$2 billion expected to be invested in sustainability and moving milk into higher value products.

We also intend to increase our current total annual R&D investment by over 50% to around \$160 million per annum in 2030, with about \$60 million per annum specifically targeted at growth in Active Living.

These value targets are of course subject to successfully completing a number of business initiatives, and a number of assumptions and risks, each of which could materially affect the actual outcomes. The details of these are set out in the strategy booklet titled *Our Path to 2030* which was provided to you in September.

Our strategy and ability to achieve these targets depend on a sustainable supply of New Zealand milk and in turn a capital structure that enables this.

To achieve that, Fonterra must be an attractive option to farmers who have a choice on where their milk goes.

Our proposed capital structure gives all farmers a level of flexible shareholding, which is critical to supporting farmers to join or stay with our Co-op.

Your Management Team considers these changes to be our best course of action if we are to maintain farmer ownership and control of a financially sustainable Co-operative.

We have an incredible natural product made on your farms, a business supported by a talented and committed team, and an exciting opportunity to create value. It's up to us as a Co-op to work together, make the necessary changes and ensure we're creating goodness for generations.



Miles Hurrell
Chief Executive Officer

Co-operative Council Chairman Letter

Dear Fellow Farmer Shareholders,

This Notice of Special Meeting contains important information for you to consider ahead of your vote on a resolution concerning our Co-operative's capital structure.

Your Co-operative Council strongly encourages you to take time to consider this information to ensure you have a clear understanding of what you are being asked to vote on, and to exercise your ownership and control rights by voting. A well informed and participating shareholder base is critical to the success of our Co-operative, and every farmer shares in this responsibility.

In May, I informed you that the Council supported the guiding principles for the review. Since then there has been a significant consultation process that has included many opportunities for farmers to engage across a variety of formats. In response to the feedback, a lot of thought has been given to the proposed changes across all key stakeholders – Board, Management, Shareholders and your Co-operative Council.

I would like to acknowledge the efforts that the Board have gone to, to engage with all corners of our Co-op. We can see evidence that this has been true consultation through the number of changes to the proposal over time, and I have no doubt that all contributions have added value to the final outcome. We should all feel some ownership of the final outcome.

During the process we heard your feedback that, to make a decision on Capital Structure, we all needed more detail on Fonterra's strategy and the results that it could be expected to deliver. In September Miles and his management team were able to clearly articulate the path ahead, with a detailed strategic plan out to 2030. I commend them for this transparency and note that both the direction of travel and the level of detail have been well supported by farmers.

The changes the Board is recommending require changes to our Co-operative's Constitution. Under the Fonterra Constitution, changes to Part A of the Constitution require the support of a majority of 50% or more of Councillors.

To inform our vote Councillors attended consultation meetings; talked extensively with Co-op members to gather feedback and understand views; discussed and debated the proposals amongst ourselves, and with Board and Management. We have deeply considered the problem to be solved, the milk supply scenarios and the assumptions they are based on, the preferred option and the other options considered.

We have also received presentations from two external advisers to the Board; sought and considered our own independent advice; considered 'outlier' scenarios that might arise under the proposal; and carefully reviewed and considered the proposed Constitution changes.

Our particular areas of focus have been:

- the proposed changes alongside the Co-operative Principles
- ensuring democratic control is maintained for supplying shareholders
- the impacts of moving the minimum and maximum shareholding requirements away from the share standard
- analysing possible outcomes, in particular in relation to ownership and voting concentration
- the likely market dynamics of the proposed farmer only market.

Since the September proposal we have provided specific feedback to the Board on the Constitutional Thresholds, Associated Shareholders, and the capped Fund size. These discussions have been detailed, constructive, robust and have always been focused on the best outcome for Fonterra.

As a result, I am confident that the final proposal will give appropriate protections to supplying shareholders' ownership and control.

The Board is proposing an expanded Risk Management Policy (which currently monitors the size of the Fund) be developed in consultation with Council. The policy will monitor the total number of shares on issue compared to milk supply, and the level of shareholding in our Co-operative by former suppliers and their permitted transferees.

The proposed changes to the Constitution recognise our differences as farmers, but that we come together as a co-operative with a common purpose:

Our Co-operative,
Empowering people
To create goodness for generations.
You, me, us together
Tātou, tātou.

I encourage you to consider the recommendation from the lens of what's in the best long-term interest of our Co-operative.

The recommended changes have received 92% support from your Co-operative Council.

Ultimately, however, the mandate for change must come from all shareholders. To be successful, the resolution requires the support of 75% of shareholders who vote.

It is very important that you participate, so please make time to consider the proposal and cast your vote.



James Barron
Chairman, Fonterra Co-operative Council

Fonterra Co-operative Group Limited

Special Meeting Agenda

Below is the proposed programme for the Special Meeting.

Shareholders should note that the order may change at the discretion of the Chairman. Shareholders should allow sufficient time to register their attendance upon arrival prior to the start of the meeting.

1.00 pm (approximately) – Welcome Welcome / Introduction - Peter McBride, Chairman of the Board
Special Meeting Proceedings Chairman of the Board's Address Chairman of the Fonterra Co-operative Council's Address
Approval of Capital Structure related Amendments to the Constitution Resolution 1: Approval of Capital Structure related Amendments to the Constitution
Voting Paper Collection
2.00pm – Closing (approximately)

Notice of Special Meeting of Shareholders of Fonterra Co-operative Group Limited

Notice is given that the Special Meeting of the Shareholders of Fonterra Co-operative Group Limited ("Company") will be held on **Thursday, 9 December 2021 at ILT Stadium Southland, Surrey Park Sports Centre, 18 Surrey Park Road, Invercargill**. Shareholders can also attend the meeting virtually using the instructions set out under the heading "Virtual Meeting".

Peter McBride
Chairman, on behalf of the Board
Notice of Meeting dated 16 November 2021

Business

Welcome / Introduction

The Chairman will welcome Shareholders.

Special Meeting Proceedings

Chairman of the Board's Address

Chairman of the Fonterra Co-operative Council's Address

Approval of Capital Structure related Amendments to the Constitution

Resolution 1: Approval of Capital Structure related Amendments to the Constitution

To consider and, if thought fit, to resolve as a special resolution:

"To approve that:

- (a) the Constitution of the Company be amended as set out in Part Three of this Notice of Meeting; and*
- (b) the amendments to the Constitution be effective on and from the date determined by the Board and advised to Shareholders once the Board is satisfied that any steps necessary for implementation have been (or will be) completed in a manner that the Board considers (in its discretion) to be appropriate."*

The above resolution is a special resolution required by section 106(1)(a) of the Companies Act 1993.

On 2 November 2021 the Board of Fonterra approved the changes to the Constitution of the Company as outlined in Resolution 1, subject to Shareholders' approval. The Board recommends that Shareholders vote to support the amendments proposed in Resolution 1.

As the proposed amendments will alter Part A of Fonterra's Constitution, the support of a majority of 50 per cent or more of Co-operative Councillors is required under clause 18.1 of the Constitution. The Co-operative Council has confirmed that 92% of Councillors support the proposed amendments.

A solicitor's opinion regarding the Constitution of the Company, as required under Rule 1.11.1 of the Fonterra Shareholders' Market Rules, has been provided to NZX.

If Resolution 1 is passed by the requisite majority of 75 per cent or more of votes cast by Shareholders entitled to vote and voting on the resolution, the Constitution will be amended as set out in Part Three of this Notice of Meeting, with effect from the date determined by the Board and advised to Shareholders once the Board is satisfied that any steps necessary for implementation have been (or will be) completed. If Resolution 1 is not passed then the Constitution will not be amended as outlined above. In that case, the Company will engage with Shareholders about next steps, and the temporary cap on the size of the Fund is expected to remain in effect until then, at least.

It is important you read the detail about the proposed changes to the Company's Constitution, as set out in the Overview provided in Part Two, and the Explanatory Notes set out in Part Three of this Notice of Meeting. This will provide you with all the detail that you need to enable you to vote on the special resolution set out above.

PART TWO

1. What you are voting on and why

You are being asked to vote on changes to Fonterra's Constitution that enable a **Flexible Shareholding** structure.

At a high level this means that:

- the Share Standard of 1 share per 1 kgMS supplied would remain, but the minimum shareholding requirement would be set at 33% of the Share Standard, or around 1 share per 3 kgMS supplied, and the maximum holding would increase to 4x the Share Standard, so all farmer shareholders would have more flexibility around increasing and decreasing their shareholding during their farming career;
- the Fonterra Shareholders' Market (**FSM**) would continue to operate as a farmer-only market, and the Fonterra Shareholders' Fund (the **Fund**) would remain capped so that shares would not be able to be exchanged into units by shareholders selling them into the market on a day-to-day basis. The overall limit on the Fund size in the Constitution would reduce from 20% to 10% of total shares on issue.

The Board unanimously recommends these changes to put us in the best position to deliver the value outlined in our strategy and protect farmer ownership and control of our Co-op.

Given the Board's unanimous recommendation and the support of 92% of the Co-operative Council, if the resolution is not passed the Co-op will need to engage with shareholders about next steps, and the temporary cap on the size of the Fund is expected to remain in effect until then, at least. As outlined in the May announcements, the Co-op will provide shareholders with at least 6 months' notice of any new date for compliance obligations to be met.

IMPORTANT NOTES:

The meeting on 9 December 2021 is intended to be the only meeting where shareholders will vote on proposed changes to Fonterra's Constitution before implementation of the Flexible Shareholding structure.

If the resolution is passed, the Co-op will continue to work on any necessary steps for implementation. It is not expected that any further meetings of shareholders, or additional resolutions, would be needed. The Board would continue to keep shareholders informed in relation to the likely date on which the amendments to the Constitution will come into effect.

The changes to the Constitution you are being asked to vote on now set out the parameters and protections for the Flexible Shareholding structure.

- There will need to be more detailed rules, processes and procedures such as the rules and requirements for how sharemilkers, contract milkers and farm lessors become associated shareholders, and in what circumstances shares may be transferred when a shareholder ceases to supply the Co-op.
- Some of these details are yet to be determined and will continue to be developed (as appropriate) by the Board in consultation with the Co-operative Council, and communicated to shareholders before any changes become effective.
- The detailed rules, processes and procedures may change from time to time to, for example, allow for new or unforeseen circumstances. However, they will need to remain within the parameters and protections in the overall framework of the Constitution that you are being asked to vote on now.

2. Overview of Flexible Shareholding

This section describes how Flexible Shareholding will operate if it is approved by Shareholders at the Special Meeting.

Share Standard, Minimum Holding, Maximum Holding and Individual Limit

- The Share Standard of 1 share / 1 kgMS supplied, which has been a feature of our Co-op for many years, remains.
- The Minimum Holding (often referred to as the minimum shareholding requirement) is set at 33% of the Share Standard (rounded down to the nearest whole number), which is around 1 share for every 3 kgMS.
 - This provides flexibility for all farmers, which is critical to maintaining a sustainable milk supply, while ensuring all supplying shareholders have some capital-backed supply.
- The Maximum Holding increases to 4x the 1:1 Share Standard.
 - Lifting the cap on share ownership from the current 2x helps to ensure that there is more capacity for other farmers to buy shares from those who want to sell.
 - The Board retains the ability to reduce the Maximum Holding, but it has no current intention to do so.
- The Minimum Holding and Maximum Holding are still determined based on a rolling three-season average (or relevant estimates where there is no average).
- Separate to the Maximum Holding, the overall limit on the number of shares any individual shareholder can hold on a “relevant interest” basis, referred to as the Individual Limit, is tightened so that the limit (of 5% of the total shares in the Co-op) applies to all shares held rather than only applying to dry shares.
- The total number of shares on issue in the Co-op is intended to stay within +/- 15% of the Share Standard in aggregate for all supplying shareholders. The Board will monitor this under a policy and will consult with the Co-operative Council on the terms of the policy.

Who could hold shares?

- The following types of farmers will be able to hold shares in our Co-op:
 - **Supplying shareholders** - farmers who supply milk to our Co-op and meet our Terms of Supply. This type of farmer can currently hold shares and is referred to in our Constitution as “a Shareholder that is supplying milk to the Company.”
 - **Associated shareholders** - farmers who are associated with a supplying shareholder, being:
 - › Sharemilkers under a sharemilking arrangement with a supplying shareholder;
 - › Contract milkers under a contract milking arrangement with a supplying shareholder; and/or
 - › Farm lessors – that is dairy farmland owners who have leased their land to a supplying shareholder.This recognises their connection to our Co-op, provides a pathway for our future supplying shareholders to buy shares and supports liquidity in a farmer-only market.
 - **Ceased shareholders and their permitted transferees** – a supplying shareholder or associated shareholder who ceases can hold their shares for their applicable exit timeframe as set out further below. Supplying shareholders (but not associated shareholders) who cease may transfer their shares to a related or associated party as a “permitted transferee” as set out further below.
- We will still have only one class of share in the Co-operative, and we can still think of shares as:
 - “wet shares” being shares up to the 1:1 Share Standard for a supplying shareholder
 - “dry shares” being shares that are not backed by milk supply
- **Supplying shareholders** need to hold at least the new Minimum Holding of 33% of their Share Standard (subject to the entry timeframes outlined below). Supplying shareholders may also hold additional wet shares up to their 1:1 Share Standard and further dry shares, up to the 4x Maximum Holding in total. As the wet shares are backed by milk supply, supplying shareholders can exercise votes on them (as they currently can).

- **Associated shareholders** are not suppliers of milk to our Co-op under our Terms of Supply, so they will only hold dry shares. This means that associated shareholders, like dry shareholders, will not be able to exercise any votes except where their rights are proposed to be affected differently to wet shareholders, or other dry shareholders (which is not contemplated).
- Associated shareholders in respect of a farm can apply directly to the Co-op to own shares, provided the total held by all associated shareholders in respect of that farm does not exceed 1x the milk supply from that farm.
 - This means that where there is an associated shareholder in respect of farm, the total number of shares that may be held in respect of that farm is 5x that farm's milk supply.
- The amendments to the Constitution refer to separate rules setting out the specific criteria such as who would qualify as an associated shareholder, the process to apply to be an associated shareholder and the process for allocation of shares. These rules are still being developed and will be able to be changed from time to time but must remain consistent with the overall framework of the Constitution. The rules will be made available to shareholders before any changes are effective.
- Supplying shareholders with more than one farm will no longer need to hold shares against specific farms, but they may continue to do so if they wish.
 - This means that instead of having a separate Common Shareholder Number (CSN) to register the Minimum Holding and Share Standard for each farm, supplying shareholders could have a single CSN for all of their farms going forward. Equally, supplying shareholders can retain separate CSN's for each farm, if they prefer.
 - Any dry shares held by associated shareholders are recorded against the relevant farm so that the Co-op can maintain clear records.
 - The supply of milk from each farm will still be treated separately for milk quality and supply purposes.

Entry timeframes, Share-Up Over Time and MyMilk Contracts and the Contract Fee for Units Trust

- New supplying shareholders, or existing supplying shareholders who have a material increase in milk supply, can purchase shares, or increase their shareholding, to achieve their 33% Minimum Holding over six seasons. In their first season, they are required to hold 1,000 shares, with the remainder split evenly over the following five seasons (with the ability to buy more shares earlier if a shareholder chooses to do so).
 - The Board considers that this strikes a balance between flexibility and retaining a minimum requirement for supplying shareholders to share up. At approximately 6.6% of supply in each of those five seasons, the compulsory investment to supply the Co-op is significantly reduced compared to the current requirements.
 - The Board can still set a timeframe for new or existing shareholders that is longer or shorter than the six seasons (and can still adjust the number of shares that must be bought in each season). The Board currently intends to maintain the position outlined above, but it is possible in the future that it may have to change this depending on the circumstances at the time.
 - New supplying shareholders who choose to purchase their Minimum Holding over six seasons are committed to supply the Co-op for that period, although this is subject to any DIRA and other legal requirements. If the supplying shareholder then purchases their Minimum Holding before the end of the six seasons, they are still required to supply the Co-op for the six seasons, unless the Board decides otherwise.
- The existing Share-Up Over Time and MyMilk contract options are no longer offered. However the Co-op will honour all existing contractual commitments. To make these contracts more consistent with the capital structure changes:
 - The share-up obligations under existing Share-Up Over Time contracts would be reduced to reflect the 33% Minimum Holding
 - The contract fee under all existing contracts would be set to zero for their remaining terms.
- Since the 2018/19 season, the contract fee under Share-Up Over Time and MyMilk contracts has been transferred to the "Contract Fee for Units Trust", which uses those fees to purchase units that are held on trust for, and distributed to, the relevant supplying shareholder or MyMilk supplier when they need to share up. Under Flexible Shareholding:
 - All units (and any cash) held on trust for supplying shareholders under a Share-Up Over Time Contract will be distributed to them.

- Units (and any cash) held on trust for MyMilk suppliers will be distributed to the supplier when they become a supplying shareholder, which they can do at any time.
- If MyMilk suppliers choose not to transition to become a supplying shareholder at the end of their contract term, the units (and any cash) held on trust will be forfeited to the Co-op.
- Once all units have been distributed or forfeited, the Contract Fee for Units Trust would also be wound up.
- Where a supplying shareholder's obligation to purchase shares, whether under an existing contract or as a new supplier, is treated as a contingent liability by the supplying shareholder's bank, the Minimum Holding of 33% means that the contingent liability reduces to 33% of what it would otherwise be under the current Constitution.

Exit timeframes

- **Supplying shareholders** have longer timeframes to hold onto or sell their shares once they have ceased supplying the Co-op.
 - All supplying shareholders on the date of the Special Meeting, and who subsequently cease to supply the Co-op by giving not less than three months' notice prior to the start of the season in which the cease would be effective, will have up to 15 seasons to sell their shares, reducing by one season each year to 10 seasons from 1 June 2027. The Board can adjust these timeframes depending on the circumstances at the time – as noted further below in this section.
 - All new supplying shareholders who join after the date of the Special Meeting and who subsequently cease to supply the Co-op by giving not less than three months' notice prior to the start of the season in which the cease would be effective, will have up to five seasons to sell their shares.
 - Currently, supplying shareholders who cease but do not give the Co-op at least three months' notice prior to the start of the season in which the cease is effective, have to sell their shares by the next compliance date. Often these are unplanned, such as mid-season farm sales. The Board will have a new discretion to determine whether these exiting shareholders would be eligible for the above timeframes to sell their shares. The rules setting out the criteria for the exercise of this discretion from time to time are still being developed, and will be able to be changed from time to time, within the overall framework of the Constitution. The rules will be made available to shareholders before any changes are effective.
 - All ceased shareholders who gave the Co-op not less than three months' notice prior to the start of the season in which the cease was effective and who still hold shares on the date of the Special Meeting will have up to the compliance date in the season ending 31 May 2037 (being 15 seasons) to sell their shares. Any shareholders who have ceased since 28 February 2021 and did not give the Co-op three months' notice will be advised of whether they are eligible for the above timeframes applying the criteria outlined above.

The above timeframes give all existing shareholders greater choice about how long they retain an investment in our Co-op after they cease and should help reduce any shorter-term sell-side pressure that may arise from the changes. This is intended to reflect feedback that existing farmer shareholders should be given a longer timeframe to sell, recognising that they would be impacted by the move to a restricted market.

- **Associated shareholders** will have up to three seasons to sell shares, once they cease to be associated with a supplying shareholder.
 - This shorter timeframe is intended to reflect that they are not the supplier of milk to the Co-op, while providing some flexibility to allow for adjustments when they switch to a different supplying shareholder.
- The proportion of shares in the Co-op held by ceased shareholders and permitted transferees is not intended to exceed 25% of total shares. This 25% threshold is in the Constitution. The Board will monitor this threshold under a policy and will consult with the Co-operative Council on the terms of the policy.
- The Board can still set timeframes that are longer or shorter than the periods noted above (and can adjust the number of shares that must be sold in each season). The Board can also change the timeframes and number of shares for any shareholder that has already ceased.
- While the Board currently intends to maintain the timeframes outline above, it is possible that it may have to change one or more of them in the future depending on the circumstances at the time. For example, in the unlikely event that the proportion of shares held by ceased shareholders or their transferees exceeds the 25% of total shares on issue, the Board may reduce the timeframes in a way that applies fairly to shareholders who had already ceased and those who cease going forward.

Permitted transfers when leaving our Co-op

- **Supplying shareholders** leaving the Co-op can transfer their shares to a person approved by the Co-op who is related to or associated with them:
 - if it is completed by the end of the first season in which the supplying shareholder ceases supplying the Co-op; or
 - at any time in the event of the death of the supplying shareholder, or a member of a partnership, trustee or shareholder of that supplying shareholder.
- The amendments to the Constitution refer to separate rules for how this will work including the types of people or entity that would qualify as related to or associated with a supplying shareholder, the types of supporting documentation required, and ongoing certification requirements to ensure the permitted transferee remains related to or associated with the supplying shareholder. These rules are still being developed, and will be able to be changed from time to time, within the overall framework of the Constitution. The rules will be made available to shareholders before any changes are effective.
- **Associated shareholders** do not have these same rights because they are not the supplying shareholder and they are required to sell down their shares over a shorter exit timeframe. However, the existing provisions for shares to pass with the estate of a deceased shareholder still apply to associated shareholders.

Voting rights

- Voting rights stay the same as they are today – that is based on both milk supply and shares in our Co-op, at a ratio of 1 vote per 1,000 kgMS of share-backed supply in the previous season. This means that to the extent a supplying shareholder chooses to reduce their shareholding below the 1:1 Share Standard, their voting rights would also reduce.

Vouchers

- Vouchers are cancelled as part of the proposed changes. Supplying shareholders who currently hold vouchers are not required to purchase more shares, because vouchers have only been able to count towards a maximum of 25% of the Share Standard. With a reduction in the Minimum Holding to 33% of the Share Standard, those supplying shareholders still hold shares well in excess of the new Minimum Holding. Those supplying shareholders lose the voting entitlement that their vouchers currently count towards, which is consistent with the position on voting outlined above. They would need to acquire further shares (up to the 1:1 Share Standard) to be able to exercise full voting rights on their share-backed supply. Where voucher holders already also hold additional dry shares, the dry shares would automatically start being counted as wet shares up to the 1:1 Share Standard.

Tax impacts

- Dividends or other distributions paid on wet shares held by a supplying shareholder are still tax-deductible for the Co-op. Depending on how many wet shares are held by shareholders as a result of the 33% Minimum Holding, there may be an impact on the Co-op's tax profile.
- Shareholders are still required to account for these dividends or distributions as income and pay income tax depending on their own tax status.

The Fonterra Shareholders' Market (FSM)

- Shares are still traded between farmer shareholders in the FSM. However, shares are not able to be exchanged into units in the Fonterra Shareholders' Fund (Fund) on a day-to-day basis in the same way as they were before the temporary cap on the Fund in May. This is to protect farmer ownership and control of the Co-op because the overall limit on the Fund size could otherwise be exceeded relatively quickly with Flexible Shareholding.
- The price of shares in the FSM will reflect the prices at which farmer shareholders buy and sell shares. Shares are likely to trade at a discount to the price for units in the Fund, because they can no longer generally be exchanged into units in the Fund. The FSM is therefore restricted to farmers and the likely discount reflects that restricted market. However, the FSM remains a fully regulated and functioning market with a large number of participants.

- Arrangements will be put in place to support liquidity in the FSM including:
 - A registered volume provider or market maker will provide buy and sell quotes for shares in the FSM within certain price limits and timeframes so that there is a price available for shares to be traded.
 - The Co-op will allocate up to \$300m to support liquidity as farmer shareholders transition to the new structure, through an on-market share buy-back programme, which would reduce the total number of shares on issue, and potentially other tools such as market maker arrangements.
 - The Co-op may provide additional financial support through a market maker where appropriate.
- Flexible Shareholding is intended to provide farmers with greater flexibility in share ownership to meet the circumstances of their farming career. It does not mean that all farmers who hold 100% of the Share Standard (or more) will sell their shareholding in the Co-op so that they only hold 33% of their Share Standard.

The Fonterra Shareholders' Fund

- The Fund remains in place, preserving capital, and preserving the ability for non-farmers to invest in the economic rights of a share in our Co-op by purchasing units in the Fund.
 - The Fund gives those in our wider community an opportunity to invest in the New Zealand agri-food sector and share in our Co-op's future.
 - It provides a reference for how outside investors value the economic rights in a share.
 - Maintaining the Fund listed on the NZX supports research coverage of the Fund and Fonterra's performance, which is useful for both shareholders and unit holders.
- The current overall limit on the size of the Fund in the Constitution reduces from 20% to 10% and shares are not able to be exchanged into units as part of day-to-day trading as they were prior to the temporary cap in May. The Board will monitor this overall limit under a policy and will consult with the Co-operative Council on the terms of the policy.
- While the actual size of the Fund is currently around 6.7% of total shares on issue, it could change from time to time. This includes:
 - If the total shares on issue change, for example, through the on-market share buy-back programme or a dividend reinvestment plan. By way of example, if the current total shares on issue reduced by 100 million shares, with no change to the number of shares in the Fund, the Fund size would increase by about 0.5%.
 - Decreases in the Fund size if farmer shareholders holding units convert those units into shares.
 - Changes in the Fund size arising as a result of any market maker arrangements the Co-op enters to support liquidity in the FSM.
 - If, in the future, the Board considered it was appropriate to increase the Fund size, it could do so subject to the overall limit of 10%.
- Additional protections are included in the Constitution to prevent shareholders from transferring their economic interests in shares to third parties (other than where genuine reasons exist such as security for lending) and to prevent unauthorised funds from being established.
- The Board may still choose to buy back the Fund in the future.

If you have any questions on these materials, please feel free to discuss them with your rural professional advisers or your Area Manager. For any questions about your own financial circumstances or your holding of shares or units, please contact your accountant, lawyer, financial advisor or other rural professional.

3. What has changed since the September booklet

The following changes have been made to the Flexible Shareholding structure since the revised proposal was announced in September. These changes have resulted from feedback from shareholders and further consultation with the Co-operative Council and the independent directors of the management company for the Fund.

Constitutional Thresholds / Policy

- The following thresholds have been added to the Constitutional parameters for the Flexible Shareholding structure, to support alignment of share ownership and milk supply. The Board will monitor these thresholds under a policy and the Board will consult with the Co-operative Council on the terms of the policy.
 - The total number of shares on issue in the Co-op is intended to stay within +/- 15% of the Share Standard in aggregate for all supplying shareholders.
 - The proportion of shares in the Co-op that are held by ceased shareholders and permitted transferees is not intended to comprise more than 25% of total shares.

Associated Shareholders

- The way dry shares are allocated to associated shareholders has been updated and simplified to make it easier for Associated Shareholders to apply to hold dry shares.
- Associated shareholders can apply directly to the Co-op to hold up to 1x the milk supply from the Farm. This replaces the September proposal which required sharemilkers, contract milkers and farm lessors to get their supplying shareholder to allocate a part of the supplying shareholder's dry shares up to the Maximum Holding to them.
- This change means that where there is an associated shareholder, the total number of shares that could be held in respect of a single farm is 5x that farm's milk supply (rather than 4x milk supply, which is what the September booklet proposed).
- Also, in the September booklet there was the ability for sharemilkers who are associated shareholders to apply to have their shares count towards the Minimum Holding in limited circumstances. This has now been removed from the proposal.

Capped Fund Size

- The overall limit on the size of the Fund in the Constitution would be reduced from 20% to 10%, rather than a total ban on any further shares being exchanged into units. Shares will still not be able to be exchanged into units on a day-to-day basis – the Board retains its current rights to regulate this process.
- Reducing the overall limit on the size of the Fund in the Constitution from 20% to 10% recognises that the Fund size is currently around 6.7% of total shares on issue, but that this percentage could change from time to time subject to the overall limit of 10%, for example:
 - If the total shares on issue change, for example, through the on-market share buy-back programme or a dividend reinvestment plan.
 - If farmer shareholders holding units convert those units into shares.
 - As a result of any market maker arrangements the Co-op enters to support liquidity in the FSM.
 - If, in the future, the Board considered it was appropriate to increase the Fund size, it could do so up to the overall limit of 10%.
- The Board will still monitor this overall limit of 10% under a policy, and will consult with the Co-operative Council on the terms of the policy.

Ceased Shareholders who have not provided 3 months' notice

- The Board has a new discretion to allow ceased shareholders who have not provided the required 3 months' notice prior to ceasing to still hold their shares for the relevant extended exit timeframes. Currently, shareholders who do not provide this notice are required to sell all of their shares by the next compliance date. The discretion would be exercised in accordance with Board approved rules setting out the criteria the Board would consider, which could be changed from time to time, when

exercising the discretion. The criteria could include factors such as how long the ceased shareholder has supplied the Co-op, whether the ceased shareholder has facilitated the continuation of the milk supply to the Co-operative and whether there are any other particular circumstances of the ceased shareholder that are relevant.

Invest As You Earn

- Some shareholders have asked whether there would be any ability for the Co-op to purchase shares on their behalf by deducting an amount from their monthly milk payments. This would be similar to the “Invest As You Earn” financial tool where the Co-op purchased units on behalf of farmers by deducting an amount from the farmer’s milk payments. If shareholders vote in favour of the resolution, the Co-op would look to make this available as soon as possible after the changes become effective.

Co-operative Principles

The Co-operative Council has proposed that if farmers vote in favour of the Flexible Shareholding structure the Co-operative Principles should be reviewed for consistency with the Constitution. The particular principles the Co-operative Council has identified as potentially needing revision are:

- Principle 1: Shares in Fonterra can only be acquired by persons supplying milksolids to Fonterra**
– To allow for Associated Shareholders and Permitted Transferees who are not suppliers of milksolids to the Co-op
- Principle 3: Supplying shareholders must comply with the Co-operative Share Standard in respect of their milk solids supplied**
– To allow for the Share Standard remaining at 1:1 with the minimum requirement at 33% of the Share Standard
- Principle 4: Control of Fonterra is exercised by its supplying shareholders who have voting rights in proportion to their total milksolids supplied**
– To clarify that voting rights are proportional to share-backed milksolids (which is the current position)

4. When the proposed changes would be effective

The proposed changes would be effective on a date notified by the Board to shareholders once the Board is satisfied any steps necessary for implementation have been (or will be) completed.

At this stage the Board is aiming for an effective date of the start of next season, being 1 June 2022. If that date is not achieved, the changes could be effective sometime during the next season, or later if needed.

Compliance obligations would remain on hold until at least 6 months after the changes are effective to allow shareholders a reasonable time to adjust to the new structure.

Legislative Changes

We have been consulting with the Government for a number of months on proposed changes to our capital structure and what the changes might mean under DIRA.

We are aligned with the Government on the importance of ensuring the Co-op operates as a strong, intergenerational, farmer-owned dairy processor, and that a successful and innovative Co-op is central to a well-functioning dairy industry.

A copy of a letter from the Minister of Agriculture outlining the Government's views on our capital structure as at 3 November 2021 is provided at the back of this Notice of Meeting. In that letter, the Government has indicated that at this stage it would be difficult for it to support an amendment to DIRA to facilitate Flexible Shareholding, and we understand that the Government is prepared to work with us to arrive at a mutually acceptable outcome.

We acknowledge the Government's current position, but believe the Flexible Shareholding structure is the best option for maintaining a strong intergenerational farmer-owned Co-op of scale.

Accordingly, if shareholders vote in favour of the Flexible Shareholding structure, we will continue to work with the Government over the coming months to achieve a mutually acceptable outcome.

Up to \$300m Liquidity Support

When the changes are effective, there may be a small subset of farmers that come under pressure to sell those shares which they are no longer required to hold in order to supply the Co-operative. Depending on the number of shares, selling by those farmers could result in downward pressure on the share price in the months after moving to the new capital structure.

Recognising this potential impact on trading in the FSM, the Co-op would allocate up to \$300 million to support liquidity in the market as farmer shareholders transition to the new structure, starting when the changes become effective.

This would be through an on-market share buy-back programme, which would reduce the total number of shares on issue, and potentially other tools such as market maker arrangements. The Co-op would only exercise these options in order to support liquidity where there is an imbalance between the number of shares that farmers shareholders want to sell and buy, and where the price represents value to the Co-op and is in the best interests of shareholders.

Shareholders would know when the Co-op has bought back shares on the market, because the Co-op would be required to disclose details such as the number of shares bought and the average price.

Constitution Changes and Explanatory Notes

The Board is putting Resolution 1 to Shareholders at the Special Meeting on Thursday 9 December 2021 to approve amendments to the Constitution to give effect to the Flexible Shareholding capital structure.

A full copy of the Constitution is set out in the first column of the table below showing the specific amendments in blue (for additions) and red (for deletions). The specific explanatory notes for each amendment are set out in the second column of the table below, and there are further explanatory notes and commentary provided in Part Two of the Notice of Meeting.

The base version of the Constitution shown in this Part Three is current as at the date of this Notice of Meeting – it does not reflect the separate changes that are proposed in the Notice of Meeting for the Annual Meeting. If some or all of the changes proposed in the Notice of Meeting for the Annual Meeting are passed at that meeting, the final Constitution as amended by Resolution 1 (when it takes effect as described below) will reflect those other changes as well. A consolidated version of the Constitution would be prepared at the point that Resolution 1 takes effect and made available to Shareholders, showing all of the changes together.

The explanatory notes in the second column below do not form part of the Constitution, and if Resolution 1 is passed, the resulting form of Constitution will exclude the explanatory notes contained in that column.

If Resolution 1 is passed by the requisite majority of 75 per cent or more of votes cast by Shareholders entitled to vote and voting on the resolution, the Constitution will be amended as set out below, with the amendments being effective on and from the date to be advised by the Board once it is satisfied that any necessary changes to legislation have been (or will be) obtained in a form that the Board (in its discretion) considers to be appropriate.

If Resolution 1 is not passed then the Constitution will not be amended as outlined above. However, in that case, the Co-op will engage with Shareholders about next steps, and the temporary cap on the size of the Fund is expected to remain in effect until then, at least.

Amendments to Constitution	Explanatory Notes
PART A – CO-OPERATIVE PRINCIPLES OF COMPANY	
1. PURPOSE AND PRINCIPAL ACTIVITIES 1.1 Continuation of co-operative activity: The Company is registered as a co-operative company under the Co-operative Companies Act and intends to continue its business as a co-operative dairy company. 1.2 Purpose: The purpose of the Company in carrying out its business is to maximise the wealth of its Shareholders by: (a) the sale of their Milk; (b) providing a purchaser of that Milk; and (c) enhancing the value of the Company as a co-operative. 1.3 Principal activities: The principal activities of the Company are: (a) the manufacture and sale of butter, cheese, dried Milk, or casein, or any other product derived from Milk or Milksolids supplied to the Company by its Shareholders; (b) the sale to any person of Milk or Milksolids supplied to the Company by its Shareholders; or (c) the collection, treatment, and distribution for human consumption of Milk or cream supplied to the Company by its Shareholders. 1.4 No restriction on activities: Clause 1.3 does not limit, or impose a restriction on, the activities of the Company.	

Amendments to Constitution	Explanatory Notes
<p>1.5 Fonterra Shareholders Market: Co-operative Shares may, on and from a date determined by the Board, be quoted and traded on the Fonterra Shareholders Market. At all times while Co-operative Shares are quoted and traded on that Market the Company will comply with the Market Rules, subject to:</p> <p>(a) the requirements of the Act, the Co-operative Companies Act, and any other applicable legislative or regulatory requirements; and</p> <p>(b) the terms of any Ruling given by the Operator.</p> <p>1.6 Authorised Fund: The primary purpose of the arrangements in clause 7 is to facilitate <u>regulate the operation of the Authorised Fund,:</u></p> <p>(a)—liquidity in relation to the trading of Co-operative Shares; and</p> <p>(b)—the ability of Shareholders to exchange some or all of the rights or interests in Co-operative Shares for securities issued by an Authorised Fund, and vice versa;</p> <p>but subject always to the rights, powers and limitations contained in this Constitution (including in clause 7).</p>	<p>This amendment reflects the cap on the size of the Fund.</p>
<p>2. SHAREHOLDERS</p> <p>2.1 Applications for supply: Any person that intends to commence the supply of Milk to the Company shall give written notice of that intention to the Company and complete such application in the form and by the time the Board may from time to time determine in a manner consistent with any applicable enactment.</p> <p>2.2 Irrevocable application:</p> <p><u>(a) The supply by any person of Milk to the Company is an irrevocable application by that person to become a Shareholder and to hold the number of Co-operative Shares from time to time required under this Constitution by the Share Standard, or by the Board under clause 3.21, as applicable.</u></p> <p><u>(b) A Farm Lessor, Sharemilker or Contract Milker may apply to become an Associated Shareholder, and to hold Co-operative Shares (subject to any limitations in, and otherwise in accordance with, any rules adopted by the Board or from time to time applicable).</u></p>	<p>No change. This clause provides for parties that are supplying Milk to the Co-op (and therefore subject to the Terms of Supply) to apply to become a Shareholder.</p> <p>This could include a Sharemilker that is supplying Milk to the Co-op. Sharemilkers that do not supply milk directly to the Co-op will be able to become “Associated Shareholders” under clause 2.2(b).</p> <p>These amendments provide flexibility for suppliers to hold the 33% Minimum Holding, rather than the Share Standard. They also remove the redundant reference to clause 3.21, which is superseded by the reduced Minimum Holding.</p> <p>Farm Lessors, Sharemilkers and Contract Milkers may also apply to become Shareholders (to the extent permitted by the rules referred to here), even though they are not the “supplier” of Milk to the Co-op – rather they have been grouped as “Associated Shareholders” of a Shareholder that is supplying Milk to the Co-op.</p> <p>The Minimum Holding will remain the responsibility of the supplying Shareholder.</p>

Amendments to Constitution	Explanatory Notes
<p>2.3 Board may accept application:</p> <p>(a) Subject to clause 2.3(b), the Board may in its absolute discretion decide:</p> <ul style="list-style-type: none"> (i) whether or not to accept an application by a person to become a Shareholder made in accordance with clause 2.2 or any application procedure which the Board may from time to time determine; and (ii) whether or not to accept the supply of Milk from any person, on such terms and conditions as the Board thinks fit, without requiring that person to become a Shareholder in respect of that supply. <p>(b) In respect of applications for the supply of Milk to the Company that are made on or after 1 June 2023, the Board will (subject to clause 2.4) accept an application by a person to supply Milk to the Company from any Farm from which, at the time of the application, Milk is supplied to the Company, provided that the Board is satisfied that the applicant and the relevant Farm comply with the Terms and Conditions. This clause 2.3(b) will cease to apply on the first date that subpart 5 of Part 2 of the Dairy Industry Restructuring Act 2001 is repealed or otherwise ceases to apply to the Company.</p>	<p>The application procedures would be updated to cover Farm Lessors, Sharemilkers and Contract Milkers applying to become Shareholders.</p>
<p>2.4 Board may not admit certain persons: The Board may not <u>only</u> admit, as a Shareholder, any person:</p> <ul style="list-style-type: none"> (a) whose supply or estimated supply of Milksolids obtainable from Milk to be supplied to the Company by that person in a Season is <u>not</u> less than 1,000 kilograms of Milksolids or such minimum level of supply as determined from time to time by the Board, being a level not more than 15% greater than the level applying in the preceding Season; or (b) who is an <u>Associated Shareholder</u> Sharemilker who has not been approved by the Board as a Shareholder in accordance with either any rules established by the Board from time to time or any applicable enactment; <u>or</u> (c) <u>who is a Permitted Transferee of a Shareholder.</u> 	<p>These amendments are to express the requirements positively rather than negatively, and to confirm that Associated Shareholders (ie Farm Lessors, Sharemilkers, Contract Milkers) and Permitted Transferees (direct relatives, partners, shareholders etc of ceased Shareholders, and entities controlled by them) may be admitted as Shareholders if they meet the applicable requirements, even though they do not supply Milk to the Co-op.</p> <p>Sharemilkers have a statutory right under section 44 of the Co-operative Companies Act to become Shareholders in some situations. Their rights under that “enactment” are preserved here.</p>

Amendments to Constitution	Explanatory Notes
<p>2.5 [Not used] Separate designation for supplies from each Farm: The supply of Milk to the Company from each Farm shall be treated as a supply from a separate Shareholder, and the Company shall take appropriate steps to ensure the Co-operative Shares relating to the supply from each such Farm are registered separately in the Share Register and other applicable records of the Company.</p> <p>2.6 Requests for separate designation for suppliers from same Farm: A Shareholder may request the Company to treat the supply of Milk from the same Farm as split between supply by two or more persons in accordance with any rules established by the Board from time to time and, subject to clause 2.7, the Company shall take appropriate steps to ensure the Co-operative Shares relating to each such separate supply are registered separately in the Share Register and other applicable records of the Company.</p> <p>2.7 Requests for acceptance of supply as not being from a Shareholder: A Shareholder may request the Company to accept one or more of the supplies of Milk described in clause 2.6 as being a supply from a person not required to become a Shareholder in respect of that supply, and that request shall be determined by the Board in accordance with clause 2.3(a)(ii).</p> <p>2.8 Identification of separate supply: For the purposes of clauses 2.5, 2.6 and 2.7 a Farm or separate supply from a Farm shall be identified in such reasonable manner as the Board determines shall most effectively ensure that the Company may treat supply from that Farm as being separate and distinct from any other Farm, or from other Milk supplied from that Farm, in the case of clauses 2.6 and 2.7, for operational, Milk quality and commercial purposes. The initial identification shall, in the Company's discretion, be by reference to the Farm supply number, party number, farm grouping number, Farm tank number or such other identifier as the Company may specify or by which that Farm or that separate supply is identified in the records of the Company for the time being.</p>	<p>This is being removed to allow Shares to be registered at a Party level (which is the default under the Companies Act, so no specific provision is needed). Associated Shareholders would have their Shares registered in their own names, as a separate Shareholder.</p> <p>This means CSN numbers could be issued at the Party level rather than the Farm Supply Number level. Milk supply, quality and similar matters would continue to be determined on a Farm by Farm basis.</p> <p>Clause 2.5 is being removed to allow Shares to be registered at a Party level – see comments above.</p>
<p>3. CO-OPERATIVE SHARE STANDARD</p> <p>3.1 Obligation of Shareholders to hold a number of Co-operative Shares: Subject to the provisions of this clause 3 each Shareholder supplying Milk to the Company in a Season shall hold a number of Co-operative Shares for that Season:</p> <p>(a) not less than the number of Co-operative Shares ("Minimum Holding") required under <u>equal to 33% of</u> the Share Standard for that Season; and</p>	<p>This amendment specifies that the Minimum Holding will be 33% of the Share Standard, rather than being equal to the Share Standard (ie 100%).</p>

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<p>(b) not greater than a number of Co-operative Shares (“Maximum Holding”) which is <u>equal to the number of Co-operative Shares</u> derived (subject to clauses 3.2 and 3.3 <u>3.4</u>) by multiplying the number of Co-operative Shares (determined in accordance with the Share Standard for that Season, rounded down (where necessary) to the nearest whole number of Co-operative Shares) that the Shareholder is required to hold under subclause (a) above, by a factor (“Limiting Factor”) specified by the Board from time to time and being not less than one and not more than two <u>four</u>,</p> <p>provided that no Shareholder may at any time hold, or have Relevant Interests in, a number (“Individual Limit”) of Co-operative Shares such that:</p> <p>(c) the total number of Co-operative Shares which the Shareholder holds, or has Relevant Interests in; less</p> <p>(d) the number of Co-operative Shares which that Shareholder is required to hold under clause 3.1(a);</p> <p>exceeds 5% of the total number of Co-operative Shares then on issue in the capital of the Company (excluding any Co-operative Shares which are, at the relevant time, on issue but have been surrendered to, or have been acquired by, the Company, and have not been cancelled).</p>	<p>This amendment increases the maximum number of Shares that a supplying Shareholder may hold to 4x the Share Standard (up from the current 2x). The “Share Standard” remains defined as the number of shares that 100% backs milk supply. Clause 3.4 sets out the shareholding provisions for Associated Shareholders.</p> <p>The Individual Limit is being tightened to cap any individual Shareholder’s total interests in Shares (on a relevant interest basis) at 5%, including wet and dry shares. Currently, it only applies to dry shares.</p>
<p>3.2 Aggregate Threshold: Notwithstanding the provisions of clause 3.1(b), if at any time:</p> <p>(a) the aggregate number of Co-operative Shares then on issue in the capital <u>by of</u> the Company <u>(excluding treasury stock) is greater or lesser than in excess of</u> the <u>aggregate Share Standard for all</u> number of Co-operative Shares required to be held by Shareholders under clause 3.1(a) (irrespective of the period of time within which Shareholders may acquire such Co-operative Shares) exceeds <u>by a factor of more than</u> 15% (“Aggregate Threshold”) of the aggregate number of Co-operative Shares then on issue (excluding any Co-operative Shares which are, at the relevant time, on issue but have been surrendered to, or have been acquired by, the Company, and have not been cancelled); or</p> <p>(b) the Board specifies a Limiting Factor under clause 3.1(b) which is less than the previously operative Limiting Factor,</p> <p>then the Board:</p> <p>(c) where subclause (a) applies, shall take such steps and do such things, within such timeframes as the Board considers appropriate, to <u>increase or</u> reduce the total number of Co-operative Shares on issue by the Company <u>(excluding treasury stock)</u> to a number which is less than <u>within</u> the Aggregate Threshold; and</p>	<p>The Aggregate Threshold will be retained, but with a plus or minus 15% target range for shares on issue relative to overall milk supply. Shares held by the Co-op in itself (known as “treasury stock”) would be excluded from the calculation. The Board will monitor this under a policy and will consult with the Co-operative Council on the terms of that policy – see clause 16.10.</p> <p>The ability for the Board to reduce the Maximum Holding would also be retained. (These provisions only need to deal with reductions, not increases, because increases to the Maximum Holding would not require Shareholders to sell Shares as contemplated in (d) below.)</p> <p>As above, the Aggregate Threshold will be retained, but with a plus or minus 15% target range for shares on issue relative to overall milk supply. Shares held by the Co-op in itself (known as “treasury stock”) would be excluded from the calculation.</p>

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<p>(d) where subclause (b) applies, may by notice in writing to any Shareholder who at the relevant time holds Co-operative Shares in excess of the number permitted by the most recently specified Limiting Factor under clause 3.1(b), require such Shareholder to dispose of a number of Co-operative Shares which is in excess of that limit, and the Shareholder must dispose of the relevant Co-operative Shares within a period specified by the Board (not being less than 10 Working Days after the date of the Board's notice), and the provisions of clause 4.3 and (if the Shareholder does not comply with a notice given under clause 4.3(c)) clause 4.4 shall apply.</p>	<p>As above – this provision is still relevant to circumstances where the Board reduces the Maximum Holding factor below 4x supply.</p>
<p>3.3 Interrelationship of limits: Notwithstanding the restrictions in clauses 3.1(b) and 3.2 above,✱</p> <p>(a) the Board may from time to time specify a percentage limit which, for such period as the Board may determine, is to apply instead of the Aggregate Threshold referred to in clause 3.2 and any percentage specified under this subclause (a) (“Target Percentage”) shall be deemed to be the Aggregate Threshold unless or until the Board specifies a further Target Percentage under this subclause (a);</p> <p>(b) no Target Percentage specified under subclause (a) shall exceed the Aggregate Threshold specified in clause 3.2; and</p> <p>(c) if at any time the total number of Co-operative Shares on issue by the Company exceeds is outside the Aggregate Threshold:</p> <p>(i) all the number of Co-operative Shares in excess of the Aggregate Threshold (“Extra Shares”) shall remain validly issued;</p> <p>(ii) the rights and powers conferred by Co-operative Shares the Extra Shares shall not be affected; and</p> <p>(iii) no person shall be entitled to take any action (whether against, or in respect of, the Company, any Director, or any Shareholder) in respect of the total number of Co-operative Shares on issue being outside the Aggregate Threshold issue or holding of such Extra Shares, and none of the Company, any Director, nor any Shareholder shall have any liability to any person in respect of the issue or holding of such Extra Shares total number of Co-operative Shares on issue being outside the Aggregate Threshold.</p>	<p>Instead of the Board having discretion to adopt a narrower target range for the Aggregate Threshold under these provisions, the Board would adopt a Risk Management Policy (in consultation with the Co-operative Council), as referred to in clause 16.10, regarding the total number of Shares on issue and the proportion of Shares that are not held by Shareholders that supply Milk to the Co-op (including the proportion of Shares that are held for the Fund).</p> <p>The existing provisions for the situation where the Aggregate Threshold is exceeded would continue to apply. These provisions would also be extended to cover the situation where the number of Shares was below the Aggregate Threshold range.</p>
<p>3.4 Share Standard: Subject to clauses 3.6, 3.9 and 3.10, the Share Standard applicable to a Shareholder for each Season shall be one Co-operative Share for each kilogram of Milksolids obtainable from the Average Quantity of Milk determined by the Board in relation to that Shareholder (excluding Milk supplied on Contract Supply), provided that:</p> <p><u>(a) Shareholders may elect to hold at least the Minimum Holding (if any) applicable to them, rather than holding the full Share Standard;</u></p> <p><u>(b) the Share Standard and Minimum Holding for an Associated Shareholder shall be zero; and</u></p> <p><u>(c) the Associated Shareholder(s) of a Shareholder supplying Milk to the Company may (subject to any limitations in, and otherwise in accordance with, any rules adopted by the Board and applicable from time to time) apply to the Company for approval to acquire and (if approved) hold Co-operative Shares up to an overall maximum number (in aggregate for all that Shareholder's Associated Shareholders) equal to the Share Standard applicable to that Shareholder in respect of the relevant Farm(s), or any lesser number of Co-operative Shares which may from time to time be permitted or provided for in those rules.</u></p>	<p>The Share Standard of 1 share / 1 kgMS supplied, which has been a feature of our Co-op for many years, remains. However, Shareholders may choose to hold a reduced “Minimum Holding” under clauses 3.1(a) and 3.4(a).</p> <p>Associated Shareholders are not required to hold any Shares. A supplying Shareholder's Associated Shareholders may apply to hold Shares up to 1x the supplier's milk supply from the relevant Farm(s) in total, subject to the rules referred to here.</p>

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<p><u>The Company may, at any time, disclose the number of Co-operative Shares held or permitted to be held by, and/or the Share Standard of, a Shareholder and its Associated Shareholder(s) in respect of the relevant Farm(s), to each of them.</u></p> <p>(a) — the Board may from time to time permit the Share Standard to be satisfied through the holding of both Co-operative Shares and certificates or other instruments issued by (or for) an Authorised Fund in relation to any Co-operative Shares which are, at that time, the subject of Fund Arrangements entered into by the Shareholder under clause 7; and</p> <p>(b) — if and to the extent that the Board permits the Share Standard to be satisfied in the manner provided in subclause (a), each reference in this Constitution to:</p> <p>(i) — a minimum number or maximum number of Co-operative Shares required to be held, or permitted to be held, by a Shareholder shall (to the extent permitted by the Board) include such certificates or instruments; and</p> <p>(ii) — the number of Co-operative Shares held by a Shareholder (including for the purposes of determining voting or other entitlements of that Shareholder) shall, to the extent permitted by the Board, include such certificates and instruments.—</p>	<p>The Co-op would have the ability to disclose these key shareholding parameters to the supplying Shareholder and any Associated Shareholder.</p> <p>The deleted subclauses (a) and (b) permitted Vouchers to count towards the Share Standard. This deletion means that all Vouchers would immediately cease to count. Because the Minimum Holding is being reduced to 33% at the same time, no Shareholders would need to buy additional Shares as a result of cancelling Vouchers, but they would lose the votes associated with those Vouchers unless they already hold additional dry Shares or acquire more Shares.</p>
<p>3.5 Average Quantity: Subject to clauses 3.6, 3.9 and 3.10, the Average Quantity shall, in relation to the Farm from which a Shareholder is to supply Milk to the Company, be the quantity determined by the Board as being of the average of:</p> <p>(a) the quantity of Milk supplied by the Shareholder from that Farm to the Company during the Season immediately preceding the Season to which the Share Standard applies;</p> <p>(b) the quantity of Milk supplied by the Shareholder from that Farm to the Company in the Season immediately preceding the Season referred to in subclause (a); and</p> <p>(c) the quantity of Milk supplied by the Shareholder from that Farm to the Company in the Season immediately preceding the Season referred to in subclause (b).</p>	<p>No change – the Share Standard (off which the Minimum Holding and Maximum Holding are calculated) will continue to be determined using a rolling three-Season “Average Quantity” of Milk as calculated under this clause.</p>
<p>3.6 Estimate: Where:</p> <p>(a) a Shareholder has not supplied Milk to the Company in any one or more of the three Seasons immediately preceding the relevant Season; or</p> <p>(b) the Board determines, for any other reason, that the mechanism in clause 3.5 is inappropriate with respect to that Shareholder,</p> <p>the Board may require the Shareholder to provide an estimate of the quantity of Milk which it expects to supply to the Company in the relevant Season and the Board may, having regard to any such estimate provided by the Shareholder, specify a quantity which will be deemed to be the Average Quantity for that Shareholder. The Board’s determination on that issue shall, absent manifest error, be conclusive and binding.</p>	<p>No change – the Board will retain its ability to use an estimate of kgMS supplied for the purposes of the calculation of the “Share Standard” (and hence the “Minimum Holding” and “Maximum Holding”).</p>

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<p>3.7 Reliance on information: In:</p> <ul style="list-style-type: none"> (a) specifying a quantity under clause 3.6; (b) issuing any determination (or re-determination) under clause 3.8; or (c) otherwise exercising its powers under this Constitution, <p>the Board may rely on any information or estimate of supply provided to it by a Shareholder, and the Board may, but shall not be required to, reissue any statement or alter any determination previously made by it in relation to the number of Co-operative Shares which the Shareholder is required, or permitted, to hold under this Constitution where any such information or estimate is subsequently shown to have been inaccurate or has failed to take in to account any particular circumstance or contingency.</p> <p>3.8 Company may re-determine: The Company may at any time during a Season determine, or re-determine, the Minimum Holding and Maximum Holding applicable to a Shareholder for that Season under clauses 3.1(a) or clause 3.1(b) respectively, and any such determination (or re-determination) may differ from the number of Co-operative Shares previously determined as the Minimum Holding or Maximum Holding (as applicable) in relation to that Shareholder. In that case and based on that determination (or re-determination):</p> <ul style="list-style-type: none"> (a) the Board may at any time by notice in writing to the Shareholder require that Shareholder to acquire any additional number of Co-operative Shares that the Board may determine to ensure that the Shareholder holds the Minimum Holding applicable to that Shareholder under clause 3.1(a); (b) the Board may at any time by notice in writing to the Shareholder require that Shareholder to dispose of any number of Co-operative Shares held, or in which it holds Relevant Interests, which the Board may determine to be in excess of the Maximum Holding applicable to that Shareholder under clauses 3.1, 3.2 and 3.3; and (c) if the Board issues a notice under subclauses (a) or (b): <ul style="list-style-type: none"> (i) at any time prior to the Compliance Date in the relevant Season, the Shareholder must acquire, or dispose of, the relevant number of Co-operative Shares (as applicable) in each case not later than the later of that Compliance Date, or the date 20 Working Days after the date of the Board's notice; and (ii) at any time following the Compliance Date in the relevant Season, the Shareholder must acquire, or dispose of, the relevant number of Co-operative Shares, in each case within a period of 20 Working Days of the date of the Board's notice. <p>3.9 New entrants: Where:</p> <ul style="list-style-type: none"> (a) a person applies under clauses 2.1 and 2.2 to commence the supply of Milk to the Company and to become a Shareholder in respect of that supply, and that application is accepted under clause 2.3; (b) a person has supplied Milk to the Company without being required to hold Co-operative Shares, or to hold the number of Co-operative Shares required by to satisfy the Share Standard Minimum Holding, and that person wishes to acquire Co-operative Shares in respect of that supply; or (c) a Shareholder wishes, in relation to a Season, to increase the quantity of Milk which the Shareholder supplies to the Company, as a result of a Material Change, and the Board determines that such increase is material, 	<p>No change – the Board will retain its ability to use an estimate of kgMS supplied for the purposes of the calculation of the “Share Standard” (and hence the “Minimum Holding” and “Maximum Holding”).</p> <p>No change – the Co-op will retain its ability to redetermine a Shareholder's Minimum Holding and Maximum Holding.</p> <p>This amendment reflects that the Minimum Holding will no longer be equal to the Share Standard.</p>

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<p>then:</p> <p>(d) in the case of subclauses (b) and (c), the person must, not later than three months before the commencement of the relevant Season, apply to the Company in writing for permission to acquire the relevant Co-operative Shares or to make the Material Change (as applicable). The Board may, in its absolute discretion, decide whether to accept any such application.</p> <p>If the Board gives notice in writing to any person who has applied under subclauses (b) or (c) accepting the relevant application, or where subclause (a) applies:</p> <p>(e) the Board may specify a period (“Transition Period”) in which the Shareholder shall be permitted to achieve compliance with standards for the holding of Co-operative Shares (determined in accordance with this clause 3.9);</p> <p>(f) the Board shall estimate the minimum quantity of Milk which the Shareholder is expected to supply in each Season in that Transition Period, and the Board shall estimate the maximum quantity of Milk which the Shareholder is expected to supply:</p> <p>(i) where subclause (a) above applies, in the Season in which the Shareholder is to commence supply of Milk to the Company;</p> <p>(ii) where subclause (b) above applies, in the Season in which the person becomes a Shareholder in relation to the relevant supply; and</p> <p>(iii) where subclause (c) above applies, in the Season in which the Material Change referred to in that subclause will be completed;</p> <p>(g) the Shareholder must supply Milk to the Company in accordance with clauses 3.12 and 9 throughout the period, and in accordance with the quantities, referred to in subclause (f), <u>in each case unless otherwise determined by the Board and notified to the Shareholder</u>;</p> <p>(h) the Transition Period shall be a period commencing on the date (“Commencement Date”) of acceptance of the relevant application and expiring at the end of the third <u>sixth</u> complete Season after such acceptance but the Board may in its discretion, in relation to any one or more Shareholders, specify a shorter or longer Transition Period;</p> <p>(i) the Shareholder may, immediately on acceptance of such application by the Board, commence the acquisition of any Co-operative Shares which it will be required to hold in relation to the Milk proposed to be supplied by it;</p> <p>(j) the Shareholder must, by each Compliance Date in the Transition Period, acquire a number of Co-operative Shares which is not less than the number (“Transition Minimum”) specified by the Board (having regard to the minimum quantity of Milk specified under subclause (f)) in relation to the relevant Season;</p> <p>(k) the Shareholder may, at any time following acceptance of such application, acquire a maximum number of Co-operative Shares (“Transition Maximum”) which the Board may specify in relation to that Shareholder;</p>	<p>Because the maximum Transition Period is being extended, this requirement for continuous supply would be able to be waived by the Board – eg to comply with restrictions in DIRA on contracting for more than one season.</p> <p>This amendment is to extend the transition period for sharing up to the Minimum Holding (in the ordinary course) from three Seasons to six Seasons, but the Board already has (and retains) a discretion to make this longer or shorter.</p> <p>The reference to “required to hold” will mean the Minimum Holding going forward, rather than the Share Standard – see clauses 3.1(a) and 3.4(a).</p> <p>The Board would specify a Transition Minimum of 1,000 Shares in the first Season, and stepping up progressively after that in equal tranches.</p>

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<p>(l) without limiting subclause (k) above, when the Board specifies a Transition Maximum with respect to any Season in the Transition Period applicable to a Shareholder, it shall do so having regard to the estimated maximum quantity of Milk which the Shareholder is expected to supply under subclause (f), irrespective of (and without being limited by) the Transition Minimum specified by the Board under subclause (j) in relation to that Season; and</p> <p>(m) the Board shall be entitled to determine (or re-determine) in any Season in a Transition Period the Transition Minimum and the Transition Maximum applicable to any such Shareholder in that Season.</p> <p>3.10 Exiting Shareholders: Where:</p> <p>(a) a person wishes to cease to supply Milk to the Company;</p> <p>(b) a person wishes to continue the supply of Milk to the Company but on the basis that it will hold a number of Co-operative Shares which is less than the Share Standard Minimum Holding (whether under clauses 3.21 or 3.22 or otherwise); or</p> <p>(c) a Shareholder wishes, in relation to a Season, to reduce the quantity of Milk which the Shareholder supplies to the Company as a result of a Material Change, and the Board determines that such reduction is material,</p> <p>then, in any such case that person must, not later than three months before the commencement of the Season in which the relevant change will occur, apply in writing to the Company for permission to make that change. Any application under clause 3.10(a) must set out the date on which the Shareholder intends to cease the supply of Milk to the Company. Where a person has not applied to the Company under this clause 3.10 within the required timeframe, the Board may (in accordance with any rules established by the Board from time to time) waive that requirement and treat the person as having submitted such an application. The Board may in its absolute discretion decide whether to accept any such application, subject to the terms of any enactment.</p> <p>The following clauses specify arrangements which apply if the Board gives notice in writing to such person accepting an the relevant application made, or treated as having been made, under this clause (subject also to any rules applicable to Associated Shareholders):</p> <p>(d) the Board may specify a period (“Reduction Period”) in which the Shareholder and any Associated Shareholders shall be required to achieve compliance with modified standards for the holding of Co-operative Shares determined in accordance with this clause 3.10;</p> <p>(e) the Board shall (where applicable) estimate the quantity of Milk which the Shareholder is expected to supply to the Company in each Season in that Reduction Period and the Shareholder must, in accordance with clauses 3.12 and 9, supply Milk to the Company until (where subclause (a) applies) the date specified in the Shareholder’s application as being the date on which the Shareholder intends to cease supply of the Milk to the Company and, where subclauses (b) and (c) apply, throughout the relevant Season and, in all such cases, in accordance with the quantities specified in this subclause (e);</p>	<p>This amendment is to reflect that the “Minimum Holding” is being reduced below 100% of the Share Standard.</p> <p>There is also a minor typographical correction to the existing Constitution in clause 3.10(b).</p> <p>The Board would be able to waive the requirement for three months’ notice of ceasing or reducing supply. This would provide a mechanism for the Board, in specific circumstances, to relax the notice requirement. The basis on which these situations would be assessed would be outlined in the rules referred to here.</p> <p>The clause also specifies arrangements for outgoing Associated Shareholders to share down. These arrangements would operate in conjunction with the separate rules referred to in clause 3.4. This amendment lets the Board specify a Reduction Period for them as well.</p>

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<p>(f) the Reduction Period shall generally be a period commencing on the date (“Reduction Date”):</p> <p>(i) where subclause (a) above applies, which is the start of the Season in which the Shareholder will cease to supply Milk to the Company; and</p> <p>(ii) where subclauses (b) or (c) apply, on which the relevant application is accepted by the Company,</p> <p>and expiring:</p> <p>(iii) <u>for any person that was a Shareholder on 9 December 2021, on the later of 31 May 2037 or the end of the tenth complete Season after the applicable Reduction Date;</u></p> <p>(iv) <u>for any other Shareholder supplying Milk to the Company,</u> at the end of the third <u>fifth</u> complete Season after the applicable Reduction Date; <u>and</u></p> <p>(v) <u>for any Associated Shareholder, at the end of the third complete Season after the applicable Reduction Date,</u></p> <p>but the Board may in its discretion, in relation to any one or more Shareholders, specify a shorter or longer Reduction Period <u>(and may re-determine any Reduction Period that has previously been specified);</u></p> <p>(g) the Shareholder may, immediately on <u>following</u> acceptance of such application by the Board, commence the disposal of any Co-operative Shares which it will be required to dispose of as a result of cessation or reduction in its supply;</p>	<p>This amendment is to extend the maximum reduction period for selling shares from three Seasons to 15 Seasons for existing suppliers as at the vote date, reducing down to 10 Seasons for each complete Season after then that they remain a supplier.</p> <p>Subject to the comments below on the Board’s discretion to specify a shorter or longer Reduction Period:</p> <ul style="list-style-type: none"> • The earliest date on which a current supplier that ceases would need to have finished selling their shares would be the Compliance Date in the Season ending 31 May 2037. • New entrants will have five Seasons to share down. • Associated Shareholders will have three Seasons. <p>The discretion to specify a shorter or longer Reduction Period will be extended so that a new period could be set for any farmer owners who had already ceased, to enable the Board to respond to different circumstances as fairly as possible. Any such re-determination would be binding on any Permitted Transferees as well – see further comments at the end of this clause 3.10. The applicable rules would also provide for these periods to be re-determined for Associated Shareholders.</p> <p>Shareholders that cease supply can start selling shares from the beginning of the next Season, once they are no longer supplying the Co-op.</p>

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<p>(h) the Shareholder <u>and any Associated Shareholder</u> must, by each Compliance Date in the Reduction Period, dispose of a number of Co-operative Shares such that its holding of Co-operative Shares is not more than the number (“Reduction Maximum”) specified by the Board (having regard to the estimated quantity of Milk specified under subclause (e)) in relation to the relevant Season;</p> <p>(i) where subclauses (b) or (c) above apply, the Shareholder must, at each Compliance Date in the Reduction Period, hold a number of Co-operative Shares which is not less than the number (“Reduction Minimum”) specified by the Board in relation to the relevant Season;</p> <p>(j) without limiting subclause (i) above, when the Board specifies a Reduction Minimum with respect to any Season in a Reduction Period applicable to a Shareholder, it may do so irrespective of (and without being limited by) the Reduction Maximum specified by the Board under subclause (h); and</p> <p>(k) the Board shall be entitled to determine (or re-determine) in any Season in a Reduction Period the Reduction Maximum and (where applicable) Reduction Minimum applicable to any such Shareholder in that Season;</p> <p><u>(l) notwithstanding subclauses (d) to (k) of this clause 3.10, a Shareholder whose application (or deemed application) under clause 3.10(a) has been accepted by the Board may (subject to any limitations in, and otherwise in accordance with, any rules established by the Board from time to time) transfer Co-operative Shares to one or more persons who have been approved by the Company and who are (and remain) related to or associated with that Shareholder, as determined in accordance with those rules (each a “Permitted Transferee”):</u></p> <p><u>(i) during the first complete Season after the Season in which the Shareholder’s application is accepted; or</u></p> <p><u>(ii) at any other time during the Reduction Period in the event of the death of the Shareholder or of any member of a partnership, direct or indirect shareholder, or trustee of the Shareholder,</u></p> <p><u>and any person or persons to whom Co-operative Shares are transferred in accordance with subclauses (i) or (ii) above must continue to comply with the Reduction Maximum throughout the remaining Reduction Period as if they were the transferring Shareholder (in each case subject to any re-determination in accordance with clauses 3.10(f) and 3.10(k)), but in proportion to the number of the transferor’s Co-operative Shares transferred to them, and must otherwise continue to comply with the rules established by the Board from time to time for Permitted Transferees; and</u></p>	<p>Subclauses (h) – (k) provide for a progressive share down (ie currently 1/3, 1/3, 1/3).</p> <p>As a step down is not intended going forward, the Board would use the existing provisions to set a Reduction Maximum equal to the number of Shares held by the Shareholder when they cease (or any lesser number held during the Reduction Period), and a Reduction Minimum equal to zero (until the final Season, where the Reduction Maximum and Minimum will both be equal to zero, so that any remaining shares must be sold by the relevant Compliance Date).</p> <p>However, the Board would retain its ability to re-determine the Reduction Maximum and Reduction Period, for example if the proportion of shares held by ceased Shareholders became too high.</p> <p>The ability to apply for permission to transfer Shares to a Permitted Transferee is only available to ceased Shareholders that supplied Milk to the Co-op, ie it is not available to Associated Shareholders or other Permitted Transferees. The rules referred to here could restrict transfers to Permitted Transferees if circumstances required that in future.</p> <p>However, for all Shareholders (ie, including Associated Shareholders and Permitted Transferees), Shares may also pass into the Shareholder’s estate on the death of the Shareholder – see clause 31.1.</p> <p>The Board’s discretion to re-determine these matters for ceased Shareholders would extend to their Permitted Transferees as well.</p>

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<p>(m) <u>if at any time the number of Co-operative Shares held by Shareholders whose applications made, or treated as having been made, under clause 3.10(a) have been accepted by the Board, or who are Permitted Transferees of such persons, is greater than 25% of the total number of Co-operative Shares on issue by the Company (excluding treasury stock):</u></p> <p>(i) <u>the Board shall take such steps and do such things, within such timeframes as the Board considers appropriate, with a view to returning to within that 25% threshold; and</u></p> <p>(ii) <u>the provisions of clause 3.3 shall apply as if the excess Co-operative Shares above that 25% threshold were Co-operative Shares outside the Aggregate Threshold, as referred to in that clause.</u></p>	<p>The Board would target a proportion of not more than 25% of total Shares being held by ceased Shareholders or Permitted Transferees. However, the rights of the excess Shares would not be affected, the same as is specified in clause 3.3 (which relates to the Aggregate Threshold) – that clause is cross-referred to here and would also apply in these circumstances.</p> <p>The Board would also adopt a Risk Management Policy (in consultation with the Co-operative Council), as referred to in clause 16.10, regarding the total number of Shares on issue and the proportion of Shares that are not held by Shareholders that supply Milk to the Co-op (including the proportion of Shares that are held for the Fund).</p>
<p>3.11 Compliance in transitional periods: If the provisions of clauses 3.9 or 3.10 apply and, as at any Compliance Date in a Transition Period or Reduction Period applicable under those clauses, a Shareholder is holding a number of Co-operative Shares which is more than the maximum or less than the minimum number of Co-operative Shares which the Shareholder is permitted or required (as applicable) to hold, the provisions of clauses 3.14 to 3.17 inclusive, and clause 4.3 and (if the Shareholder does not comply with a notice given under clause 4.3(c)) clause 4.4 shall apply.</p>	<p>No change – these provisions will continue to apply on the basis of the reduced Minimum Holding.</p>
<p>3.12 Continuous Supply: Where:</p> <p>(a) under clause 3.9, a Shareholder is permitted to achieve compliance with the Share Standard <u>Minimum Holding</u> over a Transition Period specified under that clause, the Shareholder may not, at any time prior to the end of the applicable Transitiona Period, give a notice under clause 3.10(a), that it intends to cease or reduce, nor otherwise cease or reduce, the supply of Milk to the Company <u>(in each case unless otherwise determined by the Board and notified to the Shareholder);</u></p> <p>(b) under clause 3.10(a), a Shareholder has given a notice that it intends to cease the supply of Milk to the Company on a particular date, the Shareholder must continue to supply Milk to the Company up to that date; and</p> <p>(c) the Board estimates a quantity of Milk to be supplied by a Shareholder under clauses 3.9 or 3.10, the Shareholder must (in accordance with clause 9) supply Milk to the Company throughout the period, and in accordance with quantities, referred to in those clauses.</p>	<p>These provisions will continue to apply, but on the basis of the reduced Minimum Holding rather than the full Share Standard. Because the maximum Transition Period is being extended, this requirement for continuous supply would be able to be waived by the Board – eg to comply with restrictions in DIRA on contracting for more than one season.</p>

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<p>3.13 Measurement Dates: Each Shareholder’s compliance with the requirements of this clause 3 in relation to a Season shall be determined by the Board on or with effect from the first day in that Season (“Measurement Date”) and the Company shall, not later than 20 Working Days after that date, issue to each Shareholder a statement (“Measurement Statement”) setting out such information as the Board may from time to time consider appropriate in relation to the numbers of Co-operative Shares which the Shareholder is required, or permitted, to hold in that Season. Each Measurement Statement shall, absent manifest error, be conclusive and binding. Nothing in this clause 3.13 limits the provisions of clause 3.8.</p>	
<p>3.14 Obligation to comply - Individual Limit: The Individual Limit applies throughout each Season, and applies on each day in the Season. Each Shareholder must give notice in writing to the Company if at any time it becomes aware that the number of Co-operative Shares which it holds, or in which it has Relevant Interests is, or may be, in excess of the Individual Limit. If a Shareholder gives such a notice to the Company or the Company otherwise ascertains at any time that the Shareholder is in breach of the Individual Limit, the Shareholder must, within such period as is determined by the Board (not being less than 10 Working Days), dispose of such number of Co-operative Shares as will result in the number of Co-operative Shares held by that Shareholder, or in which it has Relevant Interests, being reduced to a number of Co-operative Shares which is less than the Individual Limit. If the Shareholder fails to comply with the requirements of this clause 3.14, the provisions of clause 4.3 and (if the Shareholder does not comply with a notice given under clause 4.3(c)) clause 4.4 shall apply.</p>	<p>No change. This provides for monitoring and enforcement of the Individual Limit in accordance with clause 3.1.</p>
<p>3.15 Obligation to comply - other limits: Without limiting clause 3.14, in the period between the Measurement Date and the Compliance Date (specified under clause 3.16) in each Season the Shareholder must, to the extent required:</p> <ul style="list-style-type: none"> (a) dispose of such number of Co-operative Shares as will result in the number of Co-operative Shares held by that Shareholder being not more than the maximum number of Co-operative Shares that the Shareholder is permitted, under this clause 3, to hold in that Season; and (b) acquire such number of Co-operative Shares as will result in the number of Co-operative Shares held by that Shareholder being not less than the minimum number of Co-operative Shares that the Shareholder is required, under this clause 3, to hold in that Season, <p>and all disposals and acquisitions necessary to achieve compliance with this clause 3.15 must be completed by the Compliance Date. In order to give effect to the requirements in this clause 3.15:</p> <ul style="list-style-type: none"> (c) the Shareholder may, if and to the extent that the Company offers such a facility to Shareholders from time to time, either following receipt of a Measurement Statement in relation to any Season, or as a standing instruction to the Company, request that an Independent Agent disposes of, or acquires, such number of Co-operative Shares as the Shareholder is required to dispose of or acquire under subclauses (a) or (b) (as applicable); (d) each request by a Shareholder under subclause (c) shall operate to appoint an Independent Agent as the attorney and agent of the Shareholder, with power to delegate to any director or employee of the Independent Agent, to dispose of or acquire (as applicable) the relevant number of Co-operative Shares; 	<p>No change – these provisions, including the ability to offer Delegated Compliance Trading, will continue to apply on the basis of the reduced Minimum Holding, and will apply (or be available) to Associated Shareholders or Permitted Transferees that hold more than the number of Shares they are permitted to hold.</p>

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<p>(e) any facility provided under subclause (c) shall be established:</p> <ul style="list-style-type: none"> (i) with such Independent Agent as the Company may from time to time select; and (ii) on terms and conditions notified by the Company to Shareholders from time to time, <p>and each request by a Shareholder under subclause (c) shall be processed and acted upon by the Independent Agent in accordance with those terms and conditions; and</p> <p>(f) without limiting the content of those terms and conditions, each such transaction shall be processed on the basis that the Independent Agent shall not be required to obtain any particular price for any Co-operative Shares disposed of, or to pay any particular price for any Co-operative Shares acquired, under such facility, and none of the Company, the Independent Agent, nor their respective directors and employees shall be liable to any person on any basis in relation to any such disposals or acquisitions.</p> <p>If the Shareholder fails to comply with the requirements of this clause 3.15, the provisions of clause 4.3 and (if the Shareholder does not comply with a notice given under clause 4.3(c)) clause 4.4 shall apply.</p> <p>3.16 Review of compliance: The Board shall review each Shareholder's compliance with clause 3.15 on a date ("Compliance Date") set by the Board and notified to Shareholders prior to the commencement of each Season (such date being not less than 6 months after the Measurement Date). <u>The Board may postpone the Compliance Date by further notice to Shareholders.</u> The and the Board shall, not later than 20 Working Days after that date the Compliance Date, issue to each Shareholder a second statement ("Compliance Statement") setting out the number of Co-operative Shares held by the Shareholder as at the Compliance Date. The Board's determination on that issue shall, absent manifest error, be conclusive and binding. Nothing in this clause 3.16 limits the provisions of clause 3.8.</p> <p>3.17 Consequences: If the Compliance Statement issued to a Shareholder indicates that, as at the Compliance Date, the Shareholder held:</p> <ul style="list-style-type: none"> (a) a number of Co-operative Shares which is more than the maximum number of Co-operative Shares which the Shareholder is permitted, under this clause 3, to hold in that Season; or (b) a number of Co-operative Shares which is less than the minimum number of Co-operative Shares which the Shareholder is required, under this clause 3, to hold in that Season, <p>the Shareholder shall be deemed to be in breach of this Constitution and an Independent Agent shall automatically and irrevocably (and without the need for any further confirmation by, or notice to, the Shareholder) be appointed to act as the attorney and agent of the Shareholder (with power to delegate to any director or employee of the Independent Agent) to dispose of or acquire (as applicable) such number of Co-operative Shares as will result in the Shareholder holding a number of Co-operative Shares which complies with the limits and requirements in this clause 3, and in any such case the provisions of clause 4.3 and (if the Shareholder does not comply with a notice given under clause 4.3(c)) clause 4.4 shall apply.</p> <p>3.18 Information: Each Shareholder shall provide such information as the Board may from time to time require to enable the Board to determine whether the Shareholder holds, or has Relevant Interests in, a number of Co-operative Shares required, or permitted, to be held by that Shareholder under this clause 3.</p>	<p>The Board has the reserve power to defer compliance obligations under clause 3.25 of the current Constitution. This amendment is to specifically record that the Compliance Date itself may be postponed as part of such a deferral – eg if an unexpected event occurs that the Board considers merits a change to the Compliance Date.</p>

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<p>3.19 Declarations: Without limiting clause 3.18, the Board may at any time, by notice in writing to any Shareholder, require that Shareholder to give a statutory declaration (or other disclosure in a form acceptable to the Board) confirming such matters as the Board may require, including whether the Shareholder holds, or has Relevant Interests in, a number of Co-operative Shares which the Shareholder is required, or permitted, to hold or have Relevant Interests in under this clause 3. On receipt of any such notice, the Shareholder must provide such declaration or disclosure to the Board (or as the Board directs), within 10 Working Days of the date of the Board's notice. If the Shareholder fails or refuses to provide such declaration or disclosure in accordance with this clause, the Board shall be entitled to make a determination on the relevant issue on the basis of the information available to it and (without limiting the Company's other rights and remedies) the provisions of clause 4.3 and (if the Shareholder does not comply with a notice given under clause 4.3(c)) clause 4.4 shall apply to compel compliance by the Shareholder with any requirement under this Constitution which the Board determines is applicable to that Shareholder.</p>	
<p>3.20 Split Supply Shareholders: A Shareholder must give not less than 20 Working Days notice in writing prior to the commencement of the relevant Season where it intends to not supply, in that Season, a percentage of the Milk previously supplied by that Shareholder from a Farm (the percentage so notified being called "Diverted Milk Percentage") where that Milk is to be supplied by that Shareholder to another purchaser. In that event the Company may require that Shareholder to reduce the number of Co-operative Shares held by that Shareholder (such that the Shareholder will hold a number of Co-operative Shares not exceeding the Maximum Holding determined by the Board in relation to that Shareholder for the relevant Season, based on the Company's estimate of the quantity of Milk (excluding Milk to be supplied on Contract Supply) which that Shareholder is expected to supply to the Company during that Season). The Diverted Milk Percentage shall not at any time exceed 20% of the total Milk produced in the whole of the applicable Season and in each day of that Season on that Farm. Whether any such notice may be given by any Shareholder, the time for giving any such notice, and the conditions on which it shall be given or accepted and the dates by which the Shareholder must reduce its holding of Co-operative Shares, shall in each case be determined by the Board from time to time in a manner consistent with any applicable enactment.</p>	
<p>3.21 [Not used] Unshared supply: The Board may permit, at its discretion and on such terms as it sees fit, Shareholders to hold fewer Co-operative Shares than required by the Share Standard in a Season, provided that no Shareholder may hold a number of Co-operative Shares which is less than the number of Co-operative Shares required by the Share Standard in a Season by a number of Co-operative Shares which is greater than 20% of the number of Co-operative Shares required by the Share Standard in that Season.</p>	<p>This clause allows shareholding to 80%. It would be superseded by the reduced Minimum Holding, which will give farmers greater flexibility than is provided for in this clause.</p>

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<p>3.22 Contract Supply: Without limiting any other provision of this Constitution, the Board may, at its discretion and on such terms as it sees fit, permit a Shareholder to supply Milk to the Company in a Season on Contract Supply. The aggregate amount of Milksolids obtained from Milk supplied to the Company by Shareholders in a Season on Contract Supply shall not exceed 15% of the total Milksolids obtained from all Milk supplied by Shareholders to the Company in a 12-month period prior to the commencement of that Season selected by the Board. Without limiting the terms which the Board may set for Contract Supply under clause 9.4, the Board:</p> <ul style="list-style-type: none"> (a) shall set, or determine the methodology for setting, the amount to be paid to a Shareholder for Milk supplied to the Company on Contract Supply; (b) may require a Shareholder to hold a number of Co-operative Shares continuously throughout the term of any arrangements for the supply of Milk to the Company by that Shareholder on Contract Supply; and (c) may set different terms under this clause 3.22 as between individual Shareholders. <p>3.23 Continuous Shareholding: Notwithstanding that each Shareholder's compliance with the requirements of this clause 3 (specifying minimum and maximum numbers of Co-operative Shares which Shareholders are required to hold) are intended to be tested on the Measurement Date and the Compliance Date, the Board may from time to time specify a minimum number ("Base Limit") of Co-operative Shares (which may be expressed numerically, in percentage terms relative to the Share Standard, or otherwise) which a Shareholder is required to hold continuously, throughout the relevant Season provided that:</p> <ul style="list-style-type: none"> (a) the number of Co-operative Shares specified as the Base Limit in respect of a Shareholder shall not exceed the number of Co-operative Shares which the Shareholder would have been required to hold under the Share Standard Minimum Holding; and (b) in setting a Base Limit under this clause the Board must give not less than 20 Working Days prior notice in writing to Shareholders of the introduction of (or any variation to) the Base Limit, and no such Base Limit shall operate retrospectively. <p>If the Board specifies a Base Limit under this clause:</p> <ul style="list-style-type: none"> (c) each Shareholder must hold a number of Co-operative Shares which is not less than the Base Limit on each day, and at all times, during the relevant Season; and (d) the provisions of clause 4.3 and (if the Shareholder does not comply with a notice given under clause 4.3(c)) clause 4.4 shall apply to compel compliance by the Shareholder with the Base Limit. 	<p>"Contract Supply" means supply <i>by a Shareholder</i> without the Milksolids obtainable from that Milk being taken into account for the purposes of the Share Standard for that Season (and hence also not taken into account for the Minimum Holding).</p> <p>Although Share Up Over Time contracts would be phased out (but with all existing contractual entitlements being honoured), this clause does not need to change and the Board would retain a discretion to allow further Contract Supply.</p> <p>MyMilk would also be phased out under the preferred option, but with all existing contractual entitlements being honoured.</p> <p>These provisions will continue to apply on the basis of the reduced Minimum Holding.</p>

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<p>3.24 Termination: If at any time:</p> <ul style="list-style-type: none"> (a) the Company becomes aware that a Shareholder is a person who the Board is not permitted to admit as a Shareholder in accordance with clause 2.4; or (b) a Shareholder has failed to comply in any material respect with the Terms and Conditions on which that Shareholder supplies Milk to the Company, <p>the Board may give that Shareholder a notice in writing to that effect and:</p> <ul style="list-style-type: none"> (c) the Board may require that Shareholder to cease the supply of Milk to the Company; and (d) the Board may require that Shareholder to dispose of all of the Co-operative Shares which that Shareholder holds, such disposal to be effected within a timeframe specified by the Board (not being less than 10 Working Days). <p>3.25 Extensions etc: The Board may, at its discretion, at any time grant extensions in relation to, or waivers of, dates and time periods for compliance with obligations arising under this clause 3 provided that, in doing so, it treats all Shareholders in similar circumstances equitably.</p> <p>3.26 No application to certain persons: The provisions of clauses 2 and 3 do not apply to any RVP, any Custodian, or any Authorised Fund, and no RVP, Custodian, or Authorised Fund is required to hold Co-operative Shares under this clause 3.</p>	<p>No change. The amendments to clause 2.4 mean that this clause 3.24 will also apply to Associated Shareholders and Permitted Transferees.</p>
<p>4. COMPLIANCE AND REMEDIES</p> <p>4.1 Application of Clause 3 restrictions: The requirements contained in clause 3 relating to the numbers of Co-operative Shares which Shareholders are required, or permitted, to hold (or have Relevant Interests in) are in each case of fundamental importance to the Company. Each Shareholder must comply with, and give effect to, those requirements (and, in the case of Associated Shareholders and Permitted Transferees, the requirements of the rules from time to time applicable to Associated Shareholders and Permitted Transferees), in form and in substance, and each such requirement shall be construed having regard to its purpose and intent.</p> <p>4.2 Ensuring compliance: If at any time the Board determines, in its discretion, that any Shareholder has arranged its affairs or is circumventing, or may be seeking to circumvent, the purpose and/or intent of the restrictions in clause 3 or any applicable rules the Board may, after taking such steps as it considers practicable and available (including but not limited to exercise of the powers in clauses 3.18 and 3.19) declare any such Shareholder to be in breach of the requirements of the Constitution, in which case clause 4.3 and (if the Shareholder does not comply with a notice given under clause 4.3(c)) clause 4.4 shall apply.</p> <p>4.3 Final opportunity to comply: If it is found (whether as a result of information provided under clauses 3.18 and 3.19 or otherwise) that any Shareholder holds (or, where the Individual Limit applies, has Relevant Interests in) a number of Co-operative Shares which is more than the maximum number of Co-operative Shares that the Shareholder is permitted to hold, or is less than the minimum number of Co-operative Shares that the Shareholder is required to hold, in each case under clause 3 then, in any such case:</p> <ul style="list-style-type: none"> (a) all dividends or other Distributions which would otherwise accrue or be payable on or in relation to Co-operative Shares held by the Shareholder (or, where the Individual Limit applies, in which it has Relevant Interests) which are in excess of an applicable limit under clause 3 shall be forfeited by the Shareholder and retained by the Company; 	<p>These provisions will continue to apply on the basis of the reduced Minimum Holding. These mechanisms will also apply to Associated Shareholders and Permitted Transferees that exceed the maximum number of Shares they are permitted to hold.</p>

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<p>(b) no vote may be exercised in relation to any Co-operative Shares held by the Shareholder (or, where the Individual Limit applies, in which it has Relevant Interests), and any purported exercise of any right to vote by such Shareholder may be disallowed by the Company; and</p> <p>(c) the Board may give the Shareholder notice in writing requiring the Shareholder to take all steps (within a period specified by the Board, but not to be less than 10 Working Days after the date of the notice) to reduce or increase (as the case may require) the number of Co-operative Shares which it holds, or, where the Individual Limit applies, in which it has Relevant Interests, to such level as will result in the Shareholder being in compliance with the relevant obligation.</p> <p>4.4 Breach: If the Shareholder fails to comply with a notice given by the Board under clause 4.3(c) within the period specified in the notice given under that clause:</p> <p>(a) an Independent Agent selected by the Board shall automatically and irrevocably (without the need for any further confirmation by, or notice to, the Shareholder) be appointed to act as the attorney and agent of the Shareholder, with power to delegate to any director or employee of the Independent Agent to dispose of or acquire, or procure the disposal or acquisition (either through the RVP or otherwise) of, such number of Co-operative Shares (“Breach Shares”) as will result in the Shareholder being in compliance with the relevant obligation;</p> <p>(b) such disposal or acquisition may be effected by one or more transactions at such time or times as the Independent Agent determines;</p> <p>(c) such disposals or acquisitions shall be effected at the prices for Co-operative Shares prevailing on the Fonterra Shareholders Market at the time(s) and on the date(s) on which the relevant transactions are conducted;</p> <p>(d) none of the Company, the Independent Agent, any RVP, or any of their respective directors or employees, any other third party used to effect any such transaction, nor any other person, shall be under any duty or obligation to obtain (or to pay) any particular price for the Breach Shares, and none of such persons shall be liable to the Shareholder on any basis for, or in relation to, the relevant disposal or acquisition, or for any loss suffered or claimed to have been suffered by the Shareholder as a result of such transaction;</p> <p>(e) the proceeds of disposal of any such Breach Shares, less any or all of the following (which the Board may determine to deduct):</p> <p>(i) any amount payable by the Shareholder under Fund Arrangements entered into with an Authorised Fund; and</p> <p>(ii) all external costs and expenses incurred by the Independent Agent or the Company in connection with the sale, and all fees charged by any Independent Agent, any RVP, or any other third party utilised to effect such disposal,</p> <p>shall be paid to the Shareholder as and when they are available for payment;</p>	<p>These provisions will continue to apply on the basis of the reduced Minimum Holding.</p> <p>In particular, Enforced Compliance Trading will apply if Shareholders (including Associated Shareholders and Permitted Transferees) do not comply with the applicable limits under the Constitution or under any applicable rules.</p>

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<p>(f) where any Co-operative Shares are acquired under the foregoing provisions, an amount equal to any or all (as the Board may determine) of the following:</p> <ul style="list-style-type: none"> (i) the cost of acquisition of the relevant Co-operative Shares; and (ii) all external costs and expenses incurred by the Independent Agent or the Company in connection with the purchase, and all fees charged by any Independent Agent, any RVP, or any other third party utilised to effect such acquisition, <p>shall be charged to the account of the Shareholder with the Company and may be set off and deducted by the Company from any other amount due by the Company to the Shareholder and/or recovered by the Company from the Shareholder as a debt due. Any such amount shall accrue (and the Shareholder shall pay) interest at the Interest Rate in the period between acquisition of the relevant Co-operative Shares and payment of the amount specified in this subclause (f), such interest to accrue on a daily basis both before and after judgment;</p> <p>(g) the Shareholder irrevocably indemnifies the Company, each Independent Agent, and each other person utilised to effect any disposal or acquisition of Co-operative Shares or to take any other step contemplated by this clause 4.4 in relation to all costs, losses, expenses, claims and liabilities suffered or incurred by any of such persons in giving effect to such matters;</p> <p>(h) no person shall be concerned or shall need to make any inquiry in relation to the exercise of the powers conferred under this clause or the disposal or acquisition of any Co-operative Shares arising from the exercise of such powers; and</p> <p>(i) any determination of the Board or exercise of any discretion or power by the Board or its delegates under this clause 4.4 shall, absent manifest error, be conclusive and binding, and no disposal or acquisition or other action taken by the Board, the Independent Agent or any other person under this clause shall be open to challenge (whether as to its validity or otherwise on any ground whatsoever). A certificate signed by a Director or a delegate of the Board as to the exercise of the powers in this clause 4.4 shall be conclusive evidence of the facts stated therein.</p>	
<p>5. THE FONTERRA SHAREHOLDERS MARKET</p> <p>5.1 Trading Agreement: The Board may cause, or may prior to the date on which this Constitution takes effect have caused, the Company to enter into a Trading Agreement with the Operator. The Board may do such things and take such steps as may be necessary or appropriate to facilitate quotation and trading of Co-operative Shares on the Fonterra Shareholders Market pursuant to any such Trading Agreement, to maintain such quotation and trading and to agree any modified, additional, or replacement arrangements in relation to the Fonterra Shareholders Market as the Board considers appropriate including:</p> <ul style="list-style-type: none"> (a) specifying or agreeing access protocols, rules, and procedures for trading of Co-operative Shares on the Fonterra Shareholders Market; and (b) facilitating compliance by the Company with the Trading Agreement, the Market Rules, and any legislative or regulatory requirements applicable to the Company in relation to the Fonterra Shareholders Market. 	<p>No change – shares will continue to be traded among farmers on the FSM.</p>

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<p>6. REGISTERED VOLUME PROVIDERS</p> <p>6.1 Engagement: The Board may, from time to time and on such terms as it thinks fit, appoint, engage, or authorise one or more persons to:</p> <ul style="list-style-type: none"> (a) provide services intended to enhance the operation and liquidity of the Fonterra Shareholders Market and/or any market for securities issued by any Authorised Fund; and (b) provide such other services as the Company may from time to time require for the purposes referred to in subclause (a), <p>and the Board may terminate the services of, or replace, any such person, or appoint additional persons to perform such roles, at any time. The terms on which any such person is appointed shall be set out in a contract ("RVP Contract"). Any such RVP Contract:</p> <ul style="list-style-type: none"> (c) must contain provisions which reflect, or give effect to, the restrictions contained in clauses 6.4 and 6.5; and (d) subject to subclause (a) above, may be varied, supplemented or replaced at any time. <p>6.2 Custodian: The Board may from time to time and on such terms as it thinks fit require, or permit, some or all of the rights and interests in Co-operative Shares to which an RVP is entitled to be held by a Custodian for the purposes outlined in this clause 6, in which case the Board may require such Custodian to enter into a contract (which is for the benefit of, and is enforceable by, the Company) which contains provisions which reflect, or give effect to, the restrictions contained in clauses 6.4 and 6.5.</p> <p>6.3 No Liability for the Company: Notwithstanding that the Board may appoint, engage, or authorise a person to perform the role of a RVP under clause 6.1, none of the Company, any Director, nor any employee of the Company shall have any liability to any person for, or in connection with, anything done or not done by a RVP or a Custodian, any termination or variation of any RVP Contract, or any termination or variation of any contract with a Custodian.</p> <p>6.4 Restricted capacity: No RVP shall be entitled to hold any Co-operative Shares for any purpose, or in any capacity. If any RVP ceases to perform the role described in the RVP Contract (whether as a result of termination of the relevant RVP Contract or otherwise) the RVP must cause the Custodian to transfer all Co-operative Shares held by it for or on behalf of the RVP (or in which it holds rights or interests for or on behalf of the RVP) to such person or persons as the Board may (by notice in writing to the RVP and the Custodian) direct.</p> <p>6.5 No exercise of voting rights: Each RVP Contract shall contain such mechanisms as the Board thinks fit which prohibit the RVP (and any Custodian) from exercising, Controlling or exerting any influence over any voting rights attached to any Co-operative Shares held by the Custodian (or in which it holds rights or interests) for any RVP from time to time or appointing any proxy or Representative to do so on its behalf. No exercise or purported exercise by any RVP or any Custodian (or by any person for or on behalf of such parties, whether as proxy, Representative, or otherwise) of any voting rights attached to Co-operative Shares shall be recognised or of any effect.</p> <p>6.6 RVP limit: The aggregate number of Co-operative Shares in which rights or interests may be held for any (or all) RVPs at any time shall not exceed an amount equal to 5% of the total number of Co-operative Shares then on issue in the capital of the Company, excluding any Co-operative Shares which are, at the relevant time, on issue but have been surrendered to, or have been acquired by, the Company, and have not been cancelled.</p>	<p>No change – shares will continue to be traded among farmers on the FSM, and these arrangements (relating to a market-maker operating on that platform to enhance liquidity) will be retained.</p>

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7. AUTHORISED FUND	<p>No change.</p> <p>The cap on the Fund referred to in clause 7.3 below means that no further Shares may be sold into the Fund while that cap is in place.</p> <p>These provisions will otherwise be left in place. They permit (but do not require) the Fund to continue in existence. The Board could in future decide to buy back the Fund, based on circumstances at the time.</p> <p>The new provisions at clause 7.9 prohibit unauthorised new funds from being established, or economic interests in Shares from being transferred by Shareholders to third parties.</p>
<p>7.1 Authorisation: The Board may, from time to time and on such terms as it thinks fit, authorise any person (“Authorised Fund”) to acquire, hold, or dispose of some or all of the or rights or interests in Co-operative Shares for the purpose set out in clause 1.6 and for that purpose:</p> <ul style="list-style-type: none"> (a) permit any such Authorised Fund to enter into contracts or arrangements (“Fund Arrangements”) with any person (“Disposing Holder”) holding or controlling Co-operative Shares, and to receive any rights or benefits arising from any such Fund Arrangements at any time. The terms on which any such Authorised Fund is authorised by the Board to perform this role shall be set out in a contract (“Fund Contract”). Any such Fund Contract: <ul style="list-style-type: none"> (i) must contain provisions which reflect, or give effect to, the restrictions in clauses 7.7 and 7.8; and (ii) subject to subclause (i), may be varied, supplemented or replaced at any time; and (b) require rights or interests in Co-operative Shares to which any such Authorised Fund is entitled to be held by a Custodian, in which case the Board may require that Custodian to enter into a contract (which is for the benefit of, and is enforceable by, the Company) which contains provisions which reflect, or give effect to, the restrictions contained in clauses 7.7 and 7.8. 	
<p>7.2 No liability for the Company: Notwithstanding that the Company may authorise a person to perform the role of an Authorised Fund under this clause, none of the Company, any Director, nor any employee of the Company shall have any liability to any person for, or in connection with, anything done or not done by an Authorised Fund, any termination or variation of any Fund Contract, or any termination or variation of a contract with a Custodian.</p>	
<p>7.3 Participation: The Board may from time to time:</p> <ul style="list-style-type: none"> (a) specify limits on the extent to which any Disposing Holder may: <ul style="list-style-type: none"> (i) dispose of any Co-operative Shares or rights or interests in Co-operative Shares to or for the benefit of any Authorised Fund; or (ii) enter into any agreement, arrangement or understanding with any person to that effect or for that purpose; and/or (b) approve the terms of any Fund Arrangements proposed to be entered into by an Authorised Fund with Disposing Holders pursuant to clause 7.1, <p>provided that at any time the maximum number of Co-operative Shares in which any Disposing Holder (except an RVP or any Custodian acting on behalf thereof) may dispose of rights or interests to or for the benefit of any Authorised Fund shall not exceed 33% of the minimum number of Co-operative Shares required to be held by the Disposing Holder at that time in accordance with this Constitution.</p>	
<p>7.4 Basis: Any limit specified by the Board under clause 7.3(a) may be set by the Board on any basis, by reference to any benchmarks, and incorporating any restrictions (whether expressed numerically, in percentage terms, or otherwise) that the Board determines, and may be re-determined by the Board at any time and from time to time.</p>	

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<p>7.5 Overall limit: The aggregate number of Co-operative Shares which are at any time the subject of Fund Arrangements shall not exceed an amount (“Overall Limit”) equal to 20% 10% of the total number of Co-operative Shares then on issue in the capital of the Company, excluding any Co-operative Shares which are, at the relevant time, on issue but have been surrendered to, or have been acquired by, the Company, and have not been cancelled.</p>	<p>The Overall Limit on the size of the Fund is reduced from 20% to 10% of the Co-operative.</p> <p>The cap on the Fund referred to in clause 7.3 above means that no further Shares may be sold into the Fund while that cap is in place.</p> <p>In addition to this 10% Overall Limit on the Fund, the Board would adopt a Risk Management Policy (in consultation with the Co-operative Council), as referred to in clause 16.10, regarding the total number of Shares on issue and the proportion of Shares that are not held by Shareholders that supply Milk to the Co-op (including the proportion of Shares that are held for the Fund).</p>
<p>7.6 Consequences: If at any time the aggregate number of Co-operative Shares which are the subject of Fund Arrangements exceeds the Overall Limit:</p> <ul style="list-style-type: none"> (a) the Board shall, take such steps and do such things, within such timeframes as the Board considers appropriate, to cause, or to require any Authorised Fund to cause, the number of Co-operative Shares which are the subject of Fund Arrangements to be reduced to a number which is less than the Overall Limit; but (b) all Fund Arrangements entered into in excess of the Overall Limit shall remain valid and enforceable; (c) the rights and powers conferred on Disposing Holders (and on the Authorised Fund) under Fund Arrangements entered into in excess of the Overall Limit shall not be affected; and (d) no person shall be entitled to take any action (whether against, or in respect of, the Company, any Director, any Shareholder, or the Authorised Fund), in respect of the entry into Fund Arrangements in excess of the Overall Limit, and none of the persons referred to in this subclause (d) shall have any liability in respect of the entry into, or continuation of, such Fund Arrangements. 	
<p>7.7 Restricted Capacity: No Authorised Fund shall be entitled to hold any Co-operative Shares for any other purpose, or in any other capacity. If any Authorised Fund ceases to perform the role described in the Fund Contract (whether as a result of termination of the relevant Fund Contract or otherwise) the Authorised Fund must transfer, or cause the Custodian to transfer, all Co-operative Shares or rights or interests which it may, at the relevant time, hold in any Co-operative Shares to such person or persons as the Board (by notice in writing to the Authorised Fund) directs.</p>	

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<p>7.8 No exercise of voting rights: Each Fund Contract shall contain such mechanisms as the Board thinks fit which prohibit the Authorised Fund (and any Custodian) from exercising, Controlling, or exerting any influence over, any voting rights attached to any Co-operative Shares in which it holds rights or interests from time to time, or appointing any proxy or Representative to do so on its behalf. No exercise or purported exercise by any Authorised Fund or any Custodian (or by any person for or on behalf of such parties, whether as proxy, Representative, or otherwise) of any voting rights attached to Co-operative Shares shall be recognised or of any effect.</p>	
<p>7.9 No alienation of economic rights or establishment of unauthorised funds:</p> <p>(a) <u>Notwithstanding the provisions for capping of the size of any Authorised Fund in this clause 7, the Company expects that Shareholders will retain an economic interest in the Company's financial performance in proportion to their shareholding.</u></p> <p>(b) <u>To give effect to clause 7.9(a) above, the Board may, by notice to any Shareholder, prohibit that Shareholder from entering into or giving effect to, or require that Shareholder to terminate or reverse (or procure the termination or reversal of) any structure, arrangement or understanding to which the Shareholder is a party, or of which it forms a part, if in the Board's view:</u></p> <p>(i) <u>the structure, arrangement or understanding involves (or is likely to involve) the Shareholder directly or indirectly and whether by one or more transactions, assigning, transferring, or otherwise Disposing of, or conferring Control over, any economic or legal right or interest attaching to, or any benefit derived from or associated with the holding of, Co-operative Shares (including an entitlement to all or part of any Distributions, and the benefit of all or part of any changes in the price or value of Co-operative Shares);</u></p> <p>(ii) <u>the structure, arrangement or understanding is of a kind that the Board determines (in its discretion) involves the giving or receipt of commercial benefits or rights (other than a bona fide arm's-length security arrangement in favour of a lender or a bona fide Farm holding structure); and</u></p> <p>(iii) <u>a material purpose or effect of the agreement, arrangement or understanding is to provide a mechanism for persons that are not Shareholders to receive or participate in any economic rights in, or arising from, Co-operative Shares.</u></p> <p>(c) <u>Clauses 8.6 and 8.7 of this Constitution apply to any structure, arrangement or understanding to which this clause 7.9 applies, as if references in those clauses to "clause 8.5" were to this clause 7.9. In addition to the consequences in clause 8.6, the Board may withhold any dividends declared or other economic rights in or arising from, Co-operative Shares where a Shareholder has not retained an economic interest in breach of clause 7.9(a).</u></p> <p>(d) <u>No person shall be concerned or shall need to make any inquiry in relation to the exercise of the powers conferred under this clause 7.9, and none of the Company, any Director, nor any employee of the Company shall have any liability to any person for, or in connection with, any step taken by the Board in accordance with this clause 7.9.</u></p>	<p>This new clause is intended to prevent the establishment of unauthorised funds, and prevent economic interests in Shares from being transferred by Shareholders to third parties except in bona fide circumstances. For example, the Board would be able to direct Shareholders, directly or in a blanket/general notice, not to participate in a replacement Fund that was not approved by the Board – eg if an overseas investor sought to buy up interests in Fonterra. See also the expanded definition of "Dispose" in clause 48.1.</p> <p>The effect of new clause 7.9(c) is that the enforcement mechanisms available to protect against alienation of voting rights are also available to protect against alienation of economic rights, and in addition to losing the vote, the shares would also lose any dividends.</p>

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8. SHAREHOLDERS' VOTING ENTITLEMENTS	
8.1 Voting in Person or by Representative: At a meeting of Shareholders where voting is by show of hands or by voice every Shareholder who is supplying Milk to the Company in the current Season and who is present in person or by Representative has one vote.	<p>No change. Supplying Shareholders' current voting entitlements will continue, under which Shareholders have the maximum number of votes if they hold shares that back their kgMS supplied on a 1:1 basis (ie, the Share Standard). A Shareholder that holds only the reduced Minimum Holding would have 33% of the number of votes compared to if it held the full Share Standard.</p> <p>Shareholders that supply Milk may appoint an Associated Shareholder as their proxy with respect to some or all of their votes – see clause 8.5. However, any Shares held by Associated Shareholders are “dry”, ie they do not count towards the supplier's voting entitlements, except to the extent permitted under the Co-operative Companies Act.</p>
8.2 Number of votes: Subject to clause 8.3 (and except where otherwise provided in this Constitution), on a poll or postal ballot every Shareholder who is supplying Milk to the Company in the current Season has one vote for every 1,000 kilograms of Milksolids obtainable: <ul style="list-style-type: none"> (a) from Milk supplied by the Shareholder to the Company during the Season preceding the taking of the poll or postal ballot; or (b) if a Shareholder did not supply Milk to the Company during the Season preceding the taking of a poll or postal ballot, from Milk supplied from the Farm during that preceding Season from which the Shareholder is now supplying Milk to the Company, <p>but in either case excluding Milk supplied to the Company on Contract Supply or in accordance with either of clauses 2.3(a)(ii) or 2.7, and excluding any amount of Milk for which the supplier of the Milk does not hold a number of Co-operative Shares in accordance with the Share Standard.</p>	
8.3 Estimated supply: If in a Season the Farm from which a Shareholder is supplying Milk to the Company did not supply Milk to the Company during the Season preceding the taking of a poll or postal ballot then the number of votes shall be based on the Board's reasonable estimation of Milksolids obtainable from the Milk to be supplied by that Shareholder during the Season in which the poll or postal ballot is taken, but excluding Milk supplied to the Company on Contract Supply or in accordance with either of clauses 2.3(a)(ii) or 2.7, and excluding any amount of Milk for which the supplier of the Milk does not hold a number of Co-operative Shares in accordance with the Share Standard.	
8.4 Change in basis of supply: The Company shall, in determining the quantity of Milksolids obtainable from Milk supplied by the Shareholder to the Company for the purposes of clause 8.2, take into account any change in the basis of supply used by the relevant supplier (including but not limited to any cessation or reduction of supply, and any commencement or termination of Contract Supply).	
8.5 Prohibition on assignment or alienation: Subject to any applicable enactment, and except as permitted by the Board from time to time, no Shareholder may, directly or indirectly and whether by one or more transactions: <ul style="list-style-type: none"> (a) except as permitted under subclause (b), assign, transfer, or otherwise Dispose of, or confer Control over, any right to exercise any vote attaching to any Co-operative Shares held by the Shareholder from time to time; or (b) appoint a proxy or Representative to vote on behalf of the Shareholder at a meeting of Shareholders, <p>to or in favour of any person under, or as a result of, any agreement, arrangement or understanding which, the Board determines (in its discretion):</p> <ul style="list-style-type: none"> (c) is not, or is inconsistent with, a bona fide appointment of a proxy or Representative; or 	

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<p>(d) involves the giving or receipt of commercial benefits or rights (other than by reason of a proxy or Representative being an Associated Shareholder),</p> <p>and in particular no Shareholder may (whether through any arrangement described in this clause or otherwise) cause or allow any RVP, any Authorised Fund, any Custodian, or any other entity which the Board determines is performing a similar role or function, to exercise, Control, or exert influence over, the exercise by any Shareholder of any such vote.</p> <p>8.6 Power to require declaration: The Board may at any time and from time to time, by notice in writing, require any Shareholder to lodge with the Company a statutory declaration (or other disclosure in a form acceptable to the Board) stating whether or not the Shareholder has complied, and is complying, with the restrictions in clause 8.5 (and, for a Permitted Transferee, clause 3.10). On receipt of any such notice the Shareholder must provide such declaration or disclosure to the Board (or as the Board directs) within 10 Working Days of the date of that notice. If the Shareholder fails or refuses to provide such declaration or disclosure in accordance with this clause the Board shall be entitled to make a determination on the relevant issue on the basis of the information available to it and (without limiting the Company's other rights and remedies) the provisions of clause 8.7 shall apply.</p> <p>8.7 Consequences: If the Board at any time determines (whether as a result of a declaration or disclosure under clause 8.6 or otherwise) that any person:</p> <ul style="list-style-type: none"> (a) has entered into or is a party to any agreement, arrangement or understanding of a type prohibited under clause 8.5; (b) is attempting, or has purported, to exercise any vote, or to Control or exert influence over any votes, attached to Co-operative Shares as a result of any such agreement, arrangement or understanding; or (c) is otherwise circumventing, or attempting to circumvent, the purpose and intent of the restrictions contained in clause 8.5, <p>the Board may disallow any votes exercised, or proposed to be exercised, pursuant to any such arrangement, and the Board's determination on that issue shall be conclusive and binding.</p>	<p>Shareholders may appoint Associated Shareholders as their proxies, despite such arrangements involving commercial benefits – but it must still be a bona fide appointment.</p> <p>This enforcement provision will continue to apply, and would also apply to ensuring that Permitted Transferees continue to qualify in accordance with the applicable rules referred to in clause 3.10.</p>
<p>9. TERMS AND CONDITIONS OF SUPPLY OF MILK BY SHAREHOLDERS</p> <p>9.1 Shareholders to supply all Milk to the Company: Except as may otherwise expressly be agreed in writing between a Shareholder and the Company or required pursuant to and on conditions permitted or required by any enactment, and subject to this Constitution, each Shareholder is required to make available for supply to the Company, all Milk produced on each Farm referred to in clause 2.5 and clause 2.6 except for:</p> <ul style="list-style-type: none"> (a) Milk required for the personal use of the Shareholder's family, employees or by a Sharemilker or Contract Milker engaged by the Shareholder on that Farm; (b) Milk required for the raising of calves reared on that Farm; (c) Milk from that Farm which the Company and the Shareholder have expressly agreed in writing is not required for supply to the Company; (d) any Diverted Milk Percentage; and (e) Milk which the Company has agreed need not be supplied from that Farm in accordance with clause 2.6 and clause 2.3(a)(ii). 	<p>Clause 2.5 is being deleted to allow Shares to be registered at a Party level rather than a Farm level.</p> <p>This change is to recognise that Milk may also be retained for personal use by Contract Milkers.</p>

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<p>9.2 Notice may not be given if inconsistent with Terms and Conditions: A notice of intention to cease or reduce the supply of Milk to the Company may not be given by a Shareholder under clause 3.10 if the giving of such notice would be inconsistent with the Terms and Conditions on which that Shareholder supplies Milk to the Company, or would be in breach of a requirement under clause 3, including but not limited to the requirements in clauses 3.9, 3.10, 3.12, 3.20, 3.21 and 3.22.</p> <p>9.3 Terms and Conditions of supply: The Board may fix from time to time such standard Terms and Conditions as it sees fit which shall apply to the supply of Milk by Shareholders to the Company, in cases where special Terms and Conditions do not apply.</p> <p>9.4 Special Terms and Conditions: The Board may fix from time to time special Terms and Conditions for the supply of Milk to the Company by specified Shareholders which reflect the costs and benefits to the Company of the supply of that Milk at different times, of different qualities, at different places and on different commercial terms from other Milk, and/or arrangements for the Contract Supply of Milk under clause 3.22, and/or requirements of the Board under clauses 3.9, 3.10, 3.12, and 3.20 and 3.21.</p> <p>9.5 Terms and Conditions to be notified: The Company shall notify all Shareholders in writing of the standard Terms and Conditions and shall notify Shareholders concerned in writing of special Terms and Conditions fixed by the Board.</p> <p>9.6 Terms and Conditions binding: The standard or special Terms and Conditions shall be binding on the Company and on each Shareholder to whom they apply.</p> <p>9.7 Other Terms and Conditions: The Company may agree such terms for the supply of Milk by suppliers other than Shareholders as it thinks fit.</p>	<p>Clause 3.21 will be redundant and is being deleted – see comments at that clause.</p>
<p>10. PAYMENT FOR MILK SUPPLIED BY SHAREHOLDERS</p> <p>10.1 Payment for Milk supplied: After each Season the Board shall determine the payment to be made for Milk supplied by Shareholders during that Season by reference to such components as shall be identified by the Board, including but not limited to such adjustments for Milk volumes or such other factors as the Board determines (including any adjustment the Board considers appropriate for Shareholders permitted under clause 3.21 to that hold fewer Co-operative Shares than required by the Share Standard for that Season). In determining that payment, the Board shall have regard to the income from all activities of the Company, including any dividends received or receivable by the Company and any transfers to or from reserves as the Board, in its absolute discretion, determines are desirable, less the costs of the Company. The costs of the Company include all manufacturing costs, principal repayments, interest and financing costs, and other costs directly attributable to the other activities of the Company.</p> <p>10.2 Determination of Milk Price: The Company shall maintain, in a form approved by the Board from time to time, a manual (“Milk Price Manual”) setting out the policies and methodology for the determination of the Milk Price. The Milk Price Manual must reflect the application of the Milk Price Principles which, for the purposes of this Constitution, are deemed to be included in Part A of this Constitution. The Milk Price must be determined in accordance with the Milk Price Manual.</p>	<p>Shareholders will no longer be “required” to hold Shares equal to the Share Standard.</p> <p>Fonterra already directly pays some Sharemilkers and Contract Milkers part of the milk cheque that would otherwise be payable to the supplying Shareholder. Direct payment arrangements of that kind could continue to be entered into.</p>

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<p>10.3 Milk Price Panel: The Board shall establish and maintain a committee known as the “Milk Price Panel” (“Panel”). The following requirements shall apply to the Panel:</p> <ul style="list-style-type: none"> (a) The Board shall set the terms of reference for the Panel which must provide that, for each Season, the Panel will: <ul style="list-style-type: none"> (i) supervise the calculation of the Milk Price; (ii) advise the Company on the application of the Milk Price Manual; and (iii) recommend to the Board the Milk Price. (b) The Panel may make recommendations to the Board in respect of the Milk Price Manual. (c) The Panel must at all time comply with the following requirements: <ul style="list-style-type: none"> (i) it must comprise five members; (ii) not less than 50% of the members must qualify for appointment as “independent” (“independent”) members (within the meaning of any applicable enactment or, if there is no applicable enactment, as determined by the Board from time to time); (iii) the Shareholders’ Council is entitled to appoint up to two members (at least one of whom must be independent) and the remaining members shall be appointed by the Board; and (iv) the chairman of the Panel must be independent and shall have no casting vote. (d) The Board must identify (and annually disclose) which members it has determined, in its view, to be independent. <p>10.4 Special Terms and Conditions: The payment for Milk supplied under special Terms and Conditions determined pursuant to clause 9.4 may be adjusted by the Board, in accordance with those Terms and Conditions.</p> <p>10.5 Shareholder accounts: The Company shall establish an account in respect of each Shareholder to which the Company shall credit from time to time all amounts payable by the Company to that Shareholder and may debit from time to time all amounts payable by the Shareholder to the Company or any subsidiary of the Company in accordance with the provisions of this Constitution or the Terms and Conditions.</p> <p>10.6 Interim payments: The Board may, in its absolute discretion, and in accordance with the standard or special Terms and Conditions, decide to set and to credit to Shareholders’ accounts interim part payments of the payment to be made for Milk.</p>	<p>Separate proposed changes to this clause to address the requirement for a Ministerial appointee to the Milk Price Panel are the subject of Resolution 6 in the Notice of Meeting for the Annual Meeting.</p>
<p>11. DISTRIBUTIONS</p> <p>11.1 Power to authorise: Subject to the Act and this Constitution the Board may, if satisfied on reasonable grounds that the Company will immediately after the Distribution satisfy the solvency test, authorise Distributions by the Company at times, and of amounts, and to any Shareholders, as it thinks fit and may do everything which is necessary or expedient to give effect to any such Distribution.</p> <p>11.2 Form of Distribution: Subject to the rights of holders of any Shares in a Class and to any enactment, the Board may make a Distribution in such form as it thinks fit, but shall not differentiate between Shareholders in a Class as to the form in which a Distribution is made without the prior approval of the Shareholders.</p>	

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<p>11.3 Method of payment: A Distribution payable in cash may be paid in such manner as the Board thinks fit to the entitled Shareholders or, in the case of joint Shareholders, to the Shareholder named first in the Share Register, or to such other person and in such manner as the Shareholder or joint Shareholders may in writing direct. Any one of two or more joint Shareholders may give a receipt for any payment in respect of the Shares held by them as joint Shareholders.</p> <p>11.4 No interest on Distributions: The Company is not liable to pay interest in respect of any Distribution.</p> <p>11.5 Unclaimed Distributions: Dividends or other monetary Distributions unclaimed for more than one year after the date determined for payment, may be used for the benefit of the Company until claimed. All dividends or other monetary Distributions unclaimed for more than five years after the date determined for payment may be forfeited by the Board for the benefit of the Company. The Board shall nevertheless, at any time after such forfeiture, annul the forfeiture and agree to pay a claimant who produces satisfactory evidence of entitlement.</p>	
<p>12. APPOINTMENT ROTATION AND REMOVAL OF DIRECTORS</p> <p>12.1 Number of Directors: There shall be not more than 13 Directors until the conclusion of the 2016 annual meeting of the Company, not more than 12 Directors until the conclusion of the 2017 annual meeting of the Company, and not more than 11 Directors thereafter, of whom:</p> <ul style="list-style-type: none"> (a) not more than 9 until the conclusion of the 2016 annual meeting, 8 until the conclusion of the 2017 annual meeting, and 7 thereafter, are Directors elected by Shareholders in accordance with clauses 12.2 and 33.4 or appointed by the Board in accordance with clause 33.1; and (b) not more than 4 are Directors appointed by the Board in accordance with clause 12.4. <p>12.2 Election by Shareholders: Subject to clause 12.1, a person may be elected or removed as a Director by a postal ballot of Shareholders held in accordance with the written procedures adopted by the Shareholders' Council from time to time for holding postal ballots by Shareholders for the election or removal of Directors.</p> <p>12.3 Qualifications of Directors: No person shall be elected as a Director by Shareholders or hold office as a Director elected by Shareholders in accordance with clause 12.1(a) unless he or she has a direct or indirect interest in a Shareholder that is supplying Milk to the Company which comprises either:</p> <ul style="list-style-type: none"> (a) a direct or indirect legal or beneficial interest in that Shareholder (including as a beneficiary of a trust); or (b) a right or entitlement to participate (directly or indirectly) in the distributions of, or made by, that Shareholder, <p>and, without limiting the entities, arrangements or structures through which any such interest may arise or be held, a person will be deemed to hold such an interest if he or she:</p> <ul style="list-style-type: none"> (c) is a Shareholder that is supplying Milk to the Company; or (d) is a shareholder of a company that is a Shareholder that is supplying Milk to the Company; or (e) is a member of a partnership that is a Shareholder that is supplying Milk to the Company. <p>No person shall take office as a Director unless he or she has signed a Confidentiality Deed and Indemnity in the form determined by the Board relating to information he or she may receive in his or her capacity as a Director.</p>	<p>No change. Associated Shareholders and Permitted Transferees would not acquire any particular eligibility to be elected as directors of Fonterra. The core eligibility requirement is the holding of an interest in a Shareholder "supplying Milk to the Company".</p>

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<p>12.4 Appointment by Board: Subject to clause 12.1, the Board may at any time appoint a person to be a Director for such period, and on such terms, as the Board thinks fit, provided however that the Board may not alter the rights or powers of a Director appointed pursuant to this clause. If the Shareholders do not ratify the appointment of any Director appointed pursuant to this clause by the first annual meeting of the Company following the appointment of that Director then that Director shall cease to hold office at the conclusion of that meeting. If a Director is appointed for a term exceeding three years, then that Director's appointment shall be ratified by Shareholders every three years.</p> <p>12.5 Managing Director: The Board may from time to time appoint one of the Directors appointed by the Board in accordance with clause 12.4 to the office of managing Director for such period, and on such terms, as the Board thinks fit and, subject to the terms of any agreement entered into in any particular case, may revoke such appointment.</p> <p>12.6 Continuation of current directors: The persons who are, at the date on which this Constitution takes effect, the directors of the Company continue in office on the terms on which each such director holds office at such date.</p> <p>12.7 Rotation of Directors: At each annual meeting of the Company one third of the Directors elected by Shareholders pursuant to clause 12.2, or if their number is not a multiple of three then the number nearest to one third, shall retire from office. The Directors to retire shall be those who have been longest in office since their last election. If two or more of those Directors were last elected on the same day, the Directors to retire shall (unless they otherwise agree among themselves) be determined by lot. A retiring Director is eligible for re election. Where the application of this rule would cause an elected Director to serve a term exceeding three years, then that Director must also retire from office.</p>	
<p>13. POWERS OF DIRECTORS</p> <p>13.1 Management of Company: The business and affairs of the Company shall be managed by, or under the direction or supervision of, the Board, provided that the chairperson of the Board shall be a Director elected in accordance with clause 12.2.</p> <p>13.2 Exercise of powers by Board: The Board may exercise all the powers of the Company which are not required either by the Act, the Co-operative Companies Act or this Constitution to be exercised by the Shareholders.</p> <p>13.3 Delegation of powers: The Board may delegate to a committee of Directors, a Director, an employee of the Company, or to any other person, any one or more of its powers, other than a power set out in the second schedule to the Act.</p>	
<p>14. EXERCISE OF POWERS OF SHAREHOLDERS</p> <p>14.1 Powers exercisable by Ordinary Resolution: Unless otherwise specified in the Act or the Co-operative Companies Act 1996 or this Constitution, a power or right of approval reserved to Shareholders may be exercised by Ordinary Resolution.</p>	

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<p>15. SHAREHOLDER PROPOSALS AND MANAGEMENT REVIEW</p> <p>15.1 Shareholder proposals: A Shareholder may give written notice to the Board of a matter which the Shareholder proposes to raise for discussion or resolution at the next meeting of Shareholders at which the Shareholder is entitled to vote. The provisions of section 9 of the first schedule to the Act apply to any notice given pursuant to this clause.</p> <p>15.2 Management review by Shareholders: The chairperson of a meeting of Shareholders shall allow a reasonable opportunity for Shareholders at the meeting to question, discuss, or comment on the management of the Company. The Shareholders may pass a resolution relating to the management of the Company at that meeting but the resolution will not be binding on the Board.</p>	
<p>16. SHAREHOLDERS' COUNCIL</p> <p>16.1 Establishment of Shareholders' Council: Subject to casual vacancies there shall be a Shareholders' Council of not fewer than 25 Councillors which shall be elected in accordance with the by-laws of the Shareholders' Council. The Shareholders' Council shall have the following functions:</p> <ul style="list-style-type: none"> (a) working with the Board to develop the Company's co-operative philosophy; (b) adopting from time to time such written procedures as the Shareholders' Council thinks fit for holding a postal ballot of Shareholders for the election and removal of Directors pursuant to clause 12.2; (c) approving the Company's mission statement and values as proposed by the Board. After such approval, the Company's mission statement and values may not be changed by the Board except with the consent of the Shareholders' Council; (d) receiving from the Board and reviewing the Board's statement of intentions for the performance and operations of the Company for each Season; (e) subject to any applicable legislative or regulatory requirement and to the Market Rules, receiving and commenting on reports from the Board on the Company's consolidated and key business unit operations at least four times each Season, such reports to include a commentary on actual achievements compared with the Board's statement of intentions for the performance and operations of the Company for that Season, and the Company's key performance indicators; (f) representing the views of Shareholders; (g) preparing the Shareholders' Council's programme and budget for each Season and, at each annual meeting of the Company: <ul style="list-style-type: none"> (i) presenting that programme and budget to Shareholders for approval; (ii) reporting on the activities of the Shareholders' Council in the preceding Season; (iii) reporting on the view of the Shareholders' Council as to the Company's direction, performance and operations including a commentary on actual achievements compared with the Board's statement of intentions for the performance and operations of the Company for the most recently completed Season; (iv) presenting the Milk Commissioner's report for the most recently completed Season provided that, at the Milk Commissioner's discretion, the Milk Commissioner may present that report; 	<p>Separate proposed changes to this clause 16 are the subject of Resolutions 7 and 8 in the Notice of Meeting for the Annual Meeting. The version of this clause shown here is current as at the date of this Notice of Meeting, ie it does not reflect the separate changes proposed in Resolutions 7 and 8 in the Notice of Meeting for the Annual Meeting.</p>

Amendments to Constitution	Explanatory Notes
<ul style="list-style-type: none"> (v) communicating with and commenting to Shareholders and Sharemilkers on Company and dairy industry matters in accordance with protocols agreed between the Board and the Shareholders' Council; (h) administering training programmes for prospective Directors and Councillors and providing to Shareholders learning and development opportunities with a view to facilitating informed and participating Shareholders; (i) consulting with the Board in relation to specific projects or activities, if it considers that the projects or activities warrant discussion; (j) recommending to the Board, if it decides that circumstances have arisen which require a report, the commissioning of a special report (whether internal or independent) on specific projects or activities as identified by the Shareholders' Council; (k) recommending to the Shareholders, if it decides that circumstances have arisen which require a report, the commissioning of a special report (whether internal or independent) on specific projects or activities as identified by the Shareholders' Council; (l) calling a special meeting of Shareholders, if the Shareholders' Council has serious concerns about: <ul style="list-style-type: none"> (i) the Company's compliance with the co-operative philosophy; or (ii) whether the Company is achieving its purpose of maximising the wealth of its Shareholders; or (iii) the achievement of the Company's key performance indicators; or (iv) any other material issue which the Shareholders' Council considers has a detrimental effect on the Company, and the calling of that meeting is supported by a majority of 75% or more of Councillors; (m) considering and, in consultation with the Board, proposing to Shareholders changes to this Constitution; (n) consulting with the Board in relation to the operation of the Fonterra Shareholders Market and any Authorised Fund; (o) consulting with the Board in relation to any changes to the Milk Price Manual and the Milk Price Principles; (p) appointing any Valuer and procuring that any such Valuer acts in accordance with the provisions of this Constitution; (q) in relation to the Milk Commissioner: <ul style="list-style-type: none"> (i) appointing the Milk Commissioner in accordance with clause 17.1; (ii) giving such assistance to the Milk Commissioner concerning the performance of its duties as shall seem expedient to the Shareholders' Council; (iii) receiving reports from the Milk Commissioner on the status and outcome of concerns or complaints referred to it; (iv) receiving and considering recommendations from the Milk Commissioner for changes to the by-laws of the Milk Commissioner; (v) monitoring the by-laws of the Milk Commissioner and subject to clause 17 from time to time amending or fixing the by-laws of the Milk Commissioner; 	

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<ul style="list-style-type: none"> (vi) receiving and, if thought fit, approving the report of the Milk Commissioner for each Season; (vii) considering and, if thought fit, approving a draft financial budget prepared by the Milk Commissioner for each upcoming Season, which is to then be incorporated into the Shareholders' Council budget; (viii) suspending or removing the Milk Commissioner; and (ix) at any time and from time to time obtaining additional money for the purposes of the Milk Commissioner by levying the Company, the amount of any such levy being determined by the Milk Commissioner and approved by the Shareholders' Council, which shall be due and payable by the Company four weeks after a notice in writing requesting the money has been given to the Company by the Shareholders' Council. <p>16.2 Wards: Pursuant to determinations of the Shareholders' Council:</p> <ul style="list-style-type: none"> (a) the area covered by the operations of the Company in New Zealand is divided into Wards; and (b) the number of Councillors by whom each Ward is entitled to be represented is set. <p>16.3 Review of Wards: The Shareholders' Council shall from time to time review the Ward boundaries and Ward representation and determine whether they should be changed. The Shareholders' Council may then change the Ward boundaries and representation having regard, with respect to each Ward, to the number of Shareholders, the amount of Milksolids supplied and communities of interest, provided that:</p> <ul style="list-style-type: none"> (a) a minimum of one and no more than two Councillors shall be allocated to each Ward; and (b) the Shareholders' Council shall not reduce the number of Wards below 25. <p>16.4 Election of Councillors: Subject to the provisions of this clause 16, the manner in which Councillors are nominated, elected and removed by the respective Wards shall be governed by the by-laws of the Shareholders' Council. Every election of Councillors shall be held in the manner for the time being approved pursuant to this clause. The Shareholders' Council at the date of this Constitution shall continue in office.</p> <p>16.5 Qualifications of Councillors: No person may be elected or hold office as a Councillor unless he or she:</p> <ul style="list-style-type: none"> (a) is a person who would be qualified for election as a Director in terms of clause 12.3; (b) is not during their tenure as a Councillor, a Director or executive of the Company or the Milk Commissioner; and (c) has signed a Confidentiality Deed and Indemnity in the form determined by the Board relating to information he or she receives in his or her capacity as a Councillor. <p>16.6 Councillors to be bound by Constitution: If a Councillor is not a Shareholder, that Councillor shall, before taking office, execute a document agreeing to be bound by the provisions of this Constitution.</p> <p>16.7 By-laws of Shareholders' Council: Subject to this clause 16, the Shareholders' Council has the rights, powers, duties and obligations set out in the by-laws of the Shareholders' Council. The Shareholders' Council may with the approval of Shareholders by Special Resolution amend the by-laws of the Shareholders' Council from time to time.</p>	

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<p>16.8 Indemnity for Councillors: Each Councillor shall be granted an indemnity by the Company in respect of liability to any person other than the Company or a related company. The indemnity will be for any act or omission of the Councillor in his or her capacity as a Councillor and for costs incurred by the Councillor in defending or settling any claim or proceeding relating to any such liability. The indemnity will not cover criminal liability or liability in respect of a breach of any duty owed by the Councillor to the Company. The form of the indemnity will be determined by the Board.</p> <p>16.9 Power to retain advisers: The Shareholders' Council shall, for the purpose of performing its functions, have power to retain such legal, accounting, financial and other advisers as the Chairperson of the Shareholders' Council acting reasonably deems fit.</p> <p>16.10 Board to Provide Information to Shareholders' Council: The Board will, subject to all relevant legislative and regulatory requirements and to the Market Rules, provide the level of information to the Shareholders' Council that enables the Shareholders' Council to fully perform its roles, duties and functions as envisaged by the Company's Constitution. In addition the Board will, subject to legislative and regulatory requirements and the Market Rules, consult with the Shareholders' Council in relation to matters on which consultation is contemplated in clause 16.1, including the terms of the Risk Management Policy adopted from time to time by the Board (and on any changes thereto) in relation to an Authorised Fund <u>the total number of Co-operative Shares on issue and the proportion of Co-operative Shares that are not held by Shareholders that supply Milk to the Company (including Co-operative Shares that are the subject of Fund Arrangements)</u>, and the Board will take all practical steps to facilitate such consultation. To the extent that information is provided to the Shareholders' Council it shall be subject to the Confidentiality Deed and Indemnity referred to in clause 16.5(c) of this Constitution being entered into by each Councillor.</p> <p>16.11 Working Interface between Board and Shareholders' Council: The Board and the Shareholders' Council will comply with the document entitled "Fonterra Board, Executive and Shareholders' Council working interface" agreed between the Board and the Shareholders' Council from time to time.</p>	<p>The Board would adopt a Risk Management Policy (in consultation with the Co-operative Council) regarding the total number of Shares on issue and the proportion of Shares that are not held by Shareholders that supply Milk to the Co-op (including the proportion of Shares that are held for the Fund, ie subject to "Fund Arrangements" under clause 7).</p> <p>If the separate proposed changes to this clause in Resolution 8 are passed at the Annual Meeting and Resolution 1 is passed at the Special Meeting, this clause 16.10 will be renumbered as clause 16.14 and the amendments shown here (relating to the subject-matter of the Risk Management Policy) will be made to that renumbered clause, in addition to the amendments to that clause provided for in Resolution 8 at the Annual Meeting.</p>
<p>17. MILK COMMISSIONER</p> <p>17.1 Appointment of Milk Commissioner: The Shareholders' Council shall, in consultation with the Minister, appoint a Milk Commissioner for such period (not exceeding two years) and on such terms as the Shareholders' Council thinks fit.</p> <p>17.2 Functions and jurisdiction: The Milk Commissioner's principal functions are to:</p> <ul style="list-style-type: none"> (a) consider, at no cost to a complainant Shareholder, Shareholders' complaints or disputes which cannot be resolved in accordance with the Company's internal complaints procedure, arising out of: <ul style="list-style-type: none"> (i) the supply of Milk to the Company pursuant to this Constitution and the Terms and Conditions; or (ii) the Board's determination of the Average Quantity applicable to that Shareholder; and 	

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<p>(b) subject to clause 17.3, facilitate the settlement, resolution or withdrawal of such complaints by agreement, by making non-binding recommendations or by such other means as seem expedient. In particular, in relation to disputes under clause 17.2(a)(ii), the Milk Commissioner may, if he or she considers such action to be fair and equitable as between the Company and the relevant Shareholder, recommend to the Company that the Company not enforce any provision of this Constitution relating to the number of Co-operative Shares that the Shareholder is permitted, or required, to hold where the Company's determination of that issue may be affected by the outcome of a dispute referred to in clause 17.2(a)(ii).</p> <p>(c) report to the Board and Shareholders' Council on the status and outcome of all concerns or complaints referred to the Milk Commissioner.</p> <p>17.3 Limits on jurisdiction of Milk Commissioner: The Milk Commissioner shall not have jurisdiction to bind the Company to its recommendations.</p> <p>17.4 Persons not to be Milk Commissioner: No person shall be appointed as the Milk Commissioner that is a Director, Councillor or an employee of, or holds any office or position with the Company or subsidiary of the Company, (nor shall he or she, either personally or by his or her firm, act in a professional capacity for the Company) and if any person holding office as Milk Commissioner becomes a person of the nature referred to in this clause, that person thereupon ceases to be the Milk Commissioner.</p> <p>17.5 Company's response to recommendations of Milk Commissioner: If the Company does not accept a recommendation made by the Milk Commissioner, then it shall not be bound to follow that recommendation but shall:</p> <p>(a) respond to the Milk Commissioner in writing stating the reasons for not accepting the recommendation;</p> <p>(b) report to the Shareholders' Council both:</p> <p>(i) the substance of the recommendation; and</p> <p>(ii) the reasons for not accepting the recommendation.</p> <p>17.6 Milk Commissioner by-laws: Subject to this clause 17, the powers, duties and obligations of the Milk Commissioner shall be set out in the by-laws fixed by the Shareholders' Council from time to time, which shall be binding on the Company.</p> <p>17.7 Complaints to be in writing: Complaints to the Milk Commissioner are to be made in writing.</p> <p>17.8 Company to develop complaints procedure: The Company shall, promptly after the first meeting of the Board, develop and publish guidelines for the purpose of dealing with complaints arising out of the supply of Milk to the Company pursuant to this Constitution and the Terms and Conditions or the issue and surrender of Co-operative Shares. These guidelines shall be made available to Shareholders on request free of charge.</p>	
<p>18. ALTERATIONS TO PART A OF THIS CONSTITUTION</p> <p>18.1 Not without support of Shareholders' Council: Part A of this Constitution (except clause 16) may not be altered or revoked unless the proposal to alter or revoke Part A of this Constitution (except clause 16) is supported by a majority of 50% or more of Councillors.</p> <p>18.2 Evidence of Shareholders' Council support: A certificate signed by the chairperson of the Shareholders' Council stating the requisite majority of Councillors support a proposal to alter or revoke Part A of this Constitution and given to the chairperson of the Board is conclusive evidence of that fact.</p>	

Amendments to Constitution	Explanatory Notes
PART B – OTHER PROVISIONS	
<p>19. REGISTRATION AS A CO-OPERATIVE DAIRY COMPANY</p> <p>19.1 Authorisation to register as a Co-operative company: Any Director of the Company is authorised to make an application for the registration of the Company as a co-operative dairy company under Part III of the Co-operative Companies Act.</p>	
<p>20. VALUER</p> <p>20.1 Appointment of Valuer: The Shareholders' Council may, but shall not be obliged to, appoint a Valuer to estimate the value from time to time of Co-operative Shares, having regard to the ability of Shareholders to trade Co-operative Shares between themselves on the Fonterra Shareholders Market, and to the other matters contained or provided for in this Constitution. Any report of the Valuer on that issue must confirm that the amount determined by the Valuer is an estimate only, is for the information of Shareholders, and does not affect or limit the prices at which Shareholders may sell or purchase Co-operative Shares from time to time.</p> <p>20.2 Vacancies: The Shareholders' Council may fill any vacancy in the office of Valuer.</p> <p>20.3 Valuer's fees and expenses: The fees, expenses and other terms and conditions of appointment of the Valuer shall be fixed by the Shareholders' Council, in a manner consistent with this Constitution.</p> <p>20.4 Qualifications of Valuer: A person shall not be appointed or act as Valuer unless that person:</p> <ul style="list-style-type: none"> (a) is a person with a firm of international repute as a valuer of shares in large widely held companies in the food and primary sectors; <p>and that person:</p> <ul style="list-style-type: none"> (b) is not a Director or employee of, and does not hold any office or position with, the Company or a subsidiary of the Company; and (c) is not, either personally or by his or her firm, engaged by the Company or a subsidiary of the Company in any capacity that, in the reasonable view of the Shareholders' Council, compromises the independence of the Valuer; and (d) does not, either personally or by his or her firm, benefit financially from the supply of milk within the dairy industry of any country including New Zealand in any way that, in the reasonable view of the Shareholders' Council, compromises the independence of the Valuer; and (e) is not a Shareholder or Councillor; and (f) is not the Milk Commissioner; and (g) has signed a Confidentiality Deed and Indemnity in the form determined by the Board relating to information that person receives in that person's capacity as Valuer. <p>20.5 Vacancy of Office: The Valuer ceases to be the Valuer if:</p> <ul style="list-style-type: none"> (a) the Valuer is not qualified to hold the office of Valuer; or (b) the Shareholders' Council appoints another person to be the Valuer; or (c) the Valuer has given notice to the Company resigning as Valuer; or (d) the Valuer is removed from office by the Shareholders' Council. <p>20.6 Company to provide information: The Company shall, subject to all applicable legislative and regulatory requirements and to the Market Rules, promptly provide the Valuer with any information the Valuer may reasonably require for the purposes of this clause 20.</p>	

Amendments to Constitution	Explanatory Notes
<p>21. SHARES GENERALLY</p> <p>21.1 No pre-emptive rights: The provisions of sections 45(1) and 45(2) of the Act shall not apply to any issue or proposed issue of Shares by the Company.</p> <p>21.2 Board may issue Shares and other securities: The Board may issue Shares, securities that are convertible into or exchangeable for Shares, or options to acquire Shares, to any person in any number the Board thinks fit. In addition, different Classes of Shares may be issued by the Company in accordance with the provisions of this Constitution. Without limiting the Classes which may be issued, any Share may be issued upon the basis that it:</p> <ul style="list-style-type: none"> (a) confers preferential rights to distributions of capital or income; (b) confers special, limited or conditional voting rights; (c) does not confer voting rights; or (d) is redeemable in accordance with section 68 of the Act. <p>No issue may be made under this clause 21.2 which will jeopardise the Company's status as a co-operative company.</p> <p>21.3 Bonus issues: Without limiting the rights of the Board under any enactment, the Board may resolve to apply any amount which is available for Distribution:</p> <ul style="list-style-type: none"> (a) in paying up in full Shares or other securities of the Company to be issued credited as fully paid to: <ul style="list-style-type: none"> (i) the Shareholders who would be entitled to that amount if it were distributed by way of dividend, and in the same proportions; or (ii) Shareholders who hold Shares of the same Class, in proportion to the Shares held by those Shareholders of that Class; or (iii) Shareholders who hold Shares of the same Class, in proportion to the quantity of Milksolids obtainable from Milk supplied by each such Shareholder to the Company or the value of, or profit derived from, the supply of Milk, by Shareholders of that Class to the Company; or (iv) the holders of any other securities of the Company who are entitled by the terms of issue of such securities to participate in bonus issues by the Company, whether at the time the bonus issue is made to the Shareholders, or at some later time, in accordance with their respective entitlements; or (b) in paying up any amount which is unpaid on any Shares held by any Shareholder, <p>or partly in one way and partly in the other.</p> <p>21.4 Payment for the issue of Shares: The Board may issue Shares on the basis that the consideration for the issue of those Shares may be debited to an account of the Shareholder held with the Company and may require payment in cash of the issue price at such time or times as the Board shall specify.</p> <p>21.5 Consolidation and subdivision of Shares: The Board may:</p> <ul style="list-style-type: none"> (a) consolidate, or consolidate and divide, the Shares or any Class; and (b) subdivide the Shares or any Class, <p>in each case in proportion to those Shares or the Shares in that Class, as the case may be, and in each case without cancellation or issue of Shares.</p>	

Amendments to Constitution	Explanatory Notes
<p>21.6 Shares in lieu of dividends: The Board may exercise the right conferred by section 54 of the Act to issue Shares to any Shareholders, wholly or partly, in lieu of proposed dividends or proposed future dividends.</p> <p>21.7 Fractional entitlements: The Board may, in exercising any powers pursuant to this Constitution relating to Shares, deal with fractional entitlements to Shares or other securities in such manner as the Board considers equitable and as being in the interests of the Company.</p>	
<p>22. SHAREHOLDING STATEMENTS</p> <p>22.1 Statements for lenders: If requested by a Shareholder by written notice to the Company to provide the information contained in the statements referred to in clauses 3.13 and 3.16 to any lender to that Shareholder specified in that notice, the Company may, at its discretion, provide that information.</p>	
<p>23. ACQUISITION, REDEMPTION AND HOLDING OF OWN SHARES</p> <p>23.1 Power to acquire, redeem and hold Shares: The Company may:</p> <ul style="list-style-type: none"> (a) purchase or otherwise acquire Shares from one or more Shareholders; (b) require or accept the surrender of Shares, or redeem any redeemable Shares, from one or more Shareholders; and (c) hold any Shares surrendered, purchased, acquired or redeemed, <p>in accordance with the provisions of the Co-operative Companies Act (including sections 21(1)(a) and (b)) and any other enactment, and subject to the restrictions of the Act, the Co-operative Companies Act, and this Constitution, and otherwise on such terms as the Board may from time to time determine.</p> <p>23.2 Transfer of own Shares: The transfer by the Company of a Share held pursuant to the provisions of the Act, the Co-operative Companies Act and this Constitution shall for the purpose of clause 21 constitute an issue of a Share.</p>	
<p>24. ALTERATION OF SHAREHOLDER RIGHTS</p> <p>24.1 Special Resolution required: Any action affecting the rights, privileges, limitations or conditions attached to any Shares by this Constitution or the Act shall be approved by Special Resolution of each Interest Group. The holding of a greater or lesser number of Co-operative Shares than required by the Share Standard <u>or Minimum Holding</u> in accordance with clause 3 is not a right attached to Co-operative Shares, and neither is <u>being an Associated Shareholder or Permitted Transferee, or</u> making Contract Supply. The Shareholders at any time <u>that are Associated Shareholders or Permitted Transferees,</u> making Contract Supply, or holding a greater or lesser number of Co-operative Shares than required by the Share Standard <u>or Minimum Holding</u> in accordance with clause 3, shall not constitute separate Interest Groups, nor shall the Co-operative Shares held by any of them constitute a separate Class or separate Classes.</p>	<p>This amendment is to confirm that persons holding more or less than the Minimum Holding are not a separate class of Shareholders, and neither are Associated Shareholders (ie Farm Lessors, Sharemilkers and Contract Milkers) or Permitted Transferees.</p> <p>Shareholders will no longer be “required” to hold Shares matching the Share Standard – instead there will be a 33% Minimum Holding for supplying Shareholders.</p>

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<p>24.2 Meetings of Interest Groups: The provisions of this Constitution relating to meetings of Shareholders shall apply to separate meetings of the Shareholders in each Interest Group, except that:</p> <ul style="list-style-type: none"> (a) the necessary quorum shall be two persons holding, or representing the holders of, not less than one third of the Shares of the relevant Interest Group; (b) any Shareholder in the Interest Group present in person or by Representative may demand a poll; and (c) if the result of this clause 24.2 would be that, in relation to any particular meeting of an Interest Group, there would be no Shareholders who are entitled to vote at the relevant meeting, each Shareholder in that Interest Group shall have one vote. <p>24.3 Issue of further Shares: The issue of further Shares ranking equally with, or in priority to, any existing Shares, whether as to voting rights, Distributions or otherwise, is deemed not to be an action affecting the rights attaching to the existing Shares of that Class.</p>	
<p>25. EQUITABLE INTERESTS IN SHARES</p> <p>25.1 No notice of trusts: Subject to clause 25.3, no notice of a trust, whether express, implied, or constructive, may be entered on the Share Register.</p> <p>25.2 No recognition of equitable interests: Subject to clause 25.3, except as required by law, no person shall be recognised by the Company as holding any Share upon trust and the Company shall not be bound by, nor be compelled to recognise (even after notice), any equitable, contingent, future or partial interest in any Share (or in any rights attaching to a Share, or in any benefit derived from or associated with the holding of a Share), or any interest in any fraction or part of a Share or (except as provided by this Constitution or by law) any other rights in respect of any Share, except an absolute right of the registered holder to the entire Share and all rights attaching to it and benefits derived from or associated with the holding of the Share.</p> <p>25.3 Recognition of Fund interests: To the extent permissible by law the Company may establish and maintain systems and processes for recording any rights or interests granted under Fund Arrangements entered in to with an Authorised Fund, and may provide access to that data to the Operator from time to time, and each Shareholder irrevocably consents to the provision of that data to the Operator.</p>	<p>These provisions are intended to support the new controls on alienation of economic interests in clause 7.9.</p>
<p>26. CALLS ON SHARES</p> <p>26.1 Consideration payable on issue: Unless the Board decides otherwise, the amount payable for the issue of each Share will be payable in full to the Company at its registered office on the date of issue of that Share.</p> <p>26.2 Consideration payable by instalments: Notwithstanding clause 26.1, the Board may, for so long as a Shareholder supplies Milk to the Company, agree to the amount payable for the issue of each Co-operative Share being made payable by such instalments and on such terms (including the payment of interest) as the Board thinks fit and by deducting such amounts from time to time from any amount payable by the Company to the Shareholder. If a Shareholder ceases to supply Milk to the Company or has failed to comply in any material respect with the Terms and Conditions on which that Shareholder supplies Milk to the Company the Board may make a call of any amount unpaid on any Co-operative Shares held by that Shareholder in accordance with clause 26.3.</p>	

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<p>26.3 Board may make calls: The Board may, from time to time, make such calls as it thinks fit upon the Shareholders in respect of any amounts unpaid on any Shares held by them which are not made payable at fixed times by the terms of issue of those Shares. A call may be made payable by instalments. The Board may revoke or postpone any call.</p> <p>26.4 Time of call: A call is deemed to be made at the time when the resolution of the Board making the call is passed.</p> <p>26.5 Fixed instalments deemed calls: An amount which, by the terms of issue of a Share, is payable on allotment or at a fixed date is deemed for the purposes of this Constitution to be a call duly made and payable on the date on which the amount is payable.</p> <p>26.6 Notice of call: At least 14 Working Days' notice of any call shall be given to the holder of the Share in respect of which the call is made, specifying the time and place of payment.</p> <p>26.7 Differential calls: The Board may, on the issue of Shares, differentiate between Shareholders as to the amounts to be paid in respect of Shares and the times of payment of such amounts.</p> <p>26.8 Manner of payment: A Shareholder by whom a call is payable shall pay the amount of the call to the Company at the time and place specified by the Board.</p> <p>26.9 Joint Shareholders: Joint Shareholders are jointly and severally liable to pay all calls in respect of Shares registered in their names.</p> <p>26.10 Default interest: If a call in respect of a Share is not paid on or before the due date, the Shareholder by whom the call is payable shall pay interest on the call from the due date to the date of actual payment at such rate as the Board may reasonably determine, unless the Board waives payment of interest wholly or in part.</p> <p>26.11 Proceedings for recovery of call: In any proceedings for recovery of a call:</p> <ul style="list-style-type: none"> (a) it is sufficient to prove that: <ul style="list-style-type: none"> (i) the name of the relevant Shareholder is entered in the Share Register as the holder, or as one of the holders, of the Shares to which the call relates; and (ii) except in relation to any amount which, by the terms of issue of a Share, is payable on allotment or at a fixed date, the resolution making the call is entered in the Records and notice of the call has been duly given, <p>and proof of the matters mentioned in this clause is conclusive evidence of the debt; and</p> (b) it is not necessary to prove the appointment or qualification of any member of the Board which made the call nor any other matter. <p>26.12 Payment in advance of calls: The Company may receive from any Shareholder in advance any amount uncalled and unpaid upon any Shares held by that Shareholder and may, until the date on which the amount becomes payable pursuant to a call, pay interest on the amount at such rate as the Board and the Shareholder agree.</p> <p>26.13 Order of Surrender of Co-operative Shares: At any time that a Shareholder is required to surrender Co-operative Shares under this Constitution, the Board may, in accordance with its procedures established from time to time, require that certain Co-operative Shares be surrendered prior to other Co-operative Shares.</p>	

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<p>27. FORFEITURE OF SHARES</p> <p>27.1 Notice requiring payment of call: If a Shareholder fails to pay any call or instalment of a call on the due date, the Company may at any time thereafter by written notice to that Shareholder require payment of the amount unpaid together with any accrued interest and all expenses incurred by the Company by reason of such non-payment.</p> <p>27.2 Contents of notice: The notice shall specify a further date (not earlier than 10 Working Days after the date of service of the notice) on or before which the payment is to be made, and shall state that, if payment is not made by the specified date, the Share in respect of which the call or instalment of a call is due, is liable to be forfeited.</p> <p>27.3 Forfeiture for non-payment: If payment is not made by the date specified in the notice then, at any time thereafter before the payment required by the notice has been made, any Share in respect of which the notice has been given may be forfeited by a resolution of the Board to that effect. The forfeiture shall include all dividends declared in respect of the forfeited Share and not paid before the forfeiture.</p> <p>27.4 Notice of forfeiture: When a Share has been forfeited, the Company shall give written notice of the resolution to the Shareholder in whose name the Share stood immediately prior to the forfeiture, and shall enter in the Share Register details of the forfeiture.</p> <p>27.5 Cancellation of forfeiture: A forfeiture may be cancelled at any time before the sale of the forfeited Share, on such terms as the Board thinks fit.</p> <p>27.6 Effect of forfeiture: The holder of a Share which has been forfeited ceases to be a Shareholder in respect of the forfeited Share, but remains liable to the Company for all money payable in respect of the forfeited Share.</p>	
<p>28. LIEN ON SHARES AND PAYMENTS</p> <p>28.1 Lien on Shares and other payments: The Company has a first and paramount lien upon each Share, the proceeds of sale of the Share, all Distributions made in respect of the Share, and any other amount payable by the Company to a Shareholder for:</p> <ul style="list-style-type: none"> (a) all unpaid calls owing in respect of the Share and interest thereon (if any); and (b) any amount which the Company may be called upon to pay under any legislation in respect of the Share, whether or not the due date for payment thereof has arrived; and (c) all liabilities and obligations of the Shareholder to the Company, whether solely or jointly with any other person, and whether or not the date for payment, fulfilment or discharge thereof has arrived, in relation to the purchase or subscription of Co-operative Shares or Peak Notes. <p>28.2 Waiver of lien: Unless otherwise agreed between the Company and the relevant Shareholder, the registration of a transfer of a Share shall operate as a waiver of any lien which the Company may have on that Share, except as provided in clauses 31.1 and 32.1.</p> <p>28.3 Deduction of money: The Company may deduct from a Distribution or any other amount payable by the Company to a Shareholder any amount which is due and payable by the Shareholder to the Company on account of calls in relation to any Shares held by that Shareholder or otherwise in relation to any liability or obligation of the Shareholder to the Company.</p>	<p>This reference to Peak Notes is being deleted because it is no longer relevant, as no Peak Notes remain outstanding and no new Peak Notes are being issued.</p>

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<p>29. SALE OF SHARES SUBJECT TO FORFEITURE OR LIEN</p> <p>29.1 Company may sell Shares: The Company may sell any forfeited Share, or any Share on which the Company has a lien, in such manner as the Board thinks fit, but the Company shall not sell any Share:</p> <ul style="list-style-type: none"> (a) if the purchaser would after that sale hold more Co-operative Shares than permitted by clause 3; (b) unless the amount in respect of which a lien exists is due and payable; (c) until the expiry of 10 Working Days after written notice demanding payment of the amount owing has been given to the person entitled to receive notice of meetings of Shareholders in respect of the Shares. <p>29.2 Proceeds of sale: The net proceeds (after deduction of any expenses) of the sale of a forfeited Share or of any Share sold for the purpose of enforcing a lien shall be applied in or towards satisfaction of any unpaid calls, interest or other amount in respect of which any lien exists (as the case may require). The residue, if any, shall be paid to the holder of the Share at the time of its forfeiture or, in the case of a Share sold for the purpose of enforcing a lien, the holder immediately prior to the sale or, if applicable in either case, to the Personal Representative of the holder.</p> <p>29.3 Evidence: A certificate by a Director that any power of sale has arisen and is exercisable by the Company under this Constitution, or that a Share has been forfeited on the date stated in the certificate, shall be conclusive evidence of those facts.</p> <p>29.4 Sale procedure: For giving effect to any sale after forfeiture of any Share or for enforcing a lien over any Share, the Board may authorise any person to transfer any Share to the purchaser. The purchaser shall be registered as the holder of the Share and shall not be bound to see to the application of the purchase money, and the title of the purchaser shall not be affected by any irregularity or invalidity in relation to the sale. The remedy of any person having a cause of action in relation to the sale is in damages only and solely against the Company.</p>	
<p>30. TRANSFER OF CO-OPERATIVE SHARES</p> <p>30.1 Right to transfer: Subject to any restrictions contained in this Constitution, a Shareholder or Personal Representative may transfer any Co-operative Share:</p> <ul style="list-style-type: none"> (a) under a system of transfer approved under section 7 of the Securities Transfer Act 1991 376 of the Financial Markets Conduct Act 2013 or any replacement legislation which is applicable to the Company; (b) under any other share transfer system which operates in relation to the trading of Co-operative Shares on the Fonterra Shareholders Market; or (c) by an instrument of transfer which complies with this Constitution. <p>30.2 Method of Transfer: A Co-operative Share which is disposed of in a transaction which complies with the requirements of a system of transfer authorised under clauses 30.1(a) or (b) may be transferred in accordance with the requirements of that system. Where an instrument of transfer executed by a transferor would have complied with the requirements of such a system provisions of the Securities Transfer Act 1991 if it had been executed in New Zealand, it may nevertheless be registered by the Company if it is executed in a manner acceptable to the Company or the share registrar from time to time appointed by the Company.</p> <p>30.3 Other forms of transfer: An instrument of transfer to which the provisions of clause 30.1 are not applicable shall:</p> <ul style="list-style-type: none"> (a) be in any common form or any other form which the Board may approve; (b) be signed or executed by or on behalf of the transferor; and (c) if registration as holder of the Co-operative Share imposes a liability on the transferee, be signed or executed by or on behalf of the transferee. 	<p>These amendments are to recognise that Co-operative Shares may be transferred in accordance with a settlement system approved under the Financial Markets Conduct Act 2013, which has replaced the previous enactment referred to here.</p> <p>This amendment is to align with the amendment at clause 30.1 above, ie that the Securities Transfer Act 1991 has been replaced and no longer applies to systems for share transfers.</p>

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<p>30.4 Restrictions on Transfer: No Co-operative Shares may be transferred by a Shareholder to:</p> <ul style="list-style-type: none"> (a) any person who is not: <ul style="list-style-type: none"> (i) a Shareholder or Permitted Transferee; (ii) a person whose application to become a Shareholder has been accepted in writing by the Company in accordance with clause 2.3; or (iii) a Custodian (but only for the purposes of carrying out duties under clauses 6 and 7); or (b) a Shareholder who, following the transfer, would hold more than the maximum number of Co-operative Shares that the Shareholder is permitted to hold under clause 3 (but this subclause (b) does not apply to a Custodian for the purposes of carrying out duties under clauses 6 and 7). 	<p>Shares may be transferred by ceased Shareholders to their Permitted Transferees – see clause 3.10.</p> <p>This clause 30.4(a)(ii) permits Associated Shareholders (if they have been approved to become Shareholders) to buy Shares, including directly on the FSM.</p> <p>The references to the Custodian are still relevant despite the Fund being capped, because the Custodian will continue to hold shares (as it currently does) for the RVP that operates to provide liquidity in the Fonterra Shareholders' Market.</p>
<p>30.5 Transfer to a Sharemilker: Notwithstanding clause 30.4(a), a Shareholder may transfer Co-operative Shares to a Sharemilker subject to satisfaction of the condition that the Shareholder and the Sharemilker comply with any rules established by the Board from time to time in relation to the transfer of Co-operative Shares to Sharemilkers, which rules may include provisions requiring the Shareholder and the Sharemilker to enter into agreements or deeds with each other and with the Company, and requiring the Shareholder to retain at least 1 Co-operative Share.</p>	<p>No change is required to this clause. The further rules contemplated by this clause (which is permitted under section 44 of the Co-operative Companies Act) will sit alongside the rules referred to in clause 3.4.</p>
<p>30.6 Delivery to Company: Except where the instrument of transfer is of the type permitted under clauses 30.1(a) or (b), an instrument transferring Co-operative Shares shall be delivered to the Company or to the agent of the Company who maintains the Share Register and the transferee shall provide such evidence as the Board or the agent reasonably requires to prove the title of the transferor to, or right of the transferor to transfer, the relevant Co-operative Shares.</p>	
<p>30.7 Board may refuse to register: Subject to section 84 of the Act (which imposes certain procedural requirements on a board), the Board may refuse to register a transfer of any Co-operative Share if:</p> <ul style="list-style-type: none"> (a) the transfer is prohibited by clause 30.4; (b) in the Board's opinion the transfer is prohibited by law or does not comply with the Market Rules; (c) the Company has a lien on the Co-operative Share; (d) the transferor has any liability or obligation to the Company, whether solely or jointly with any other person, and whether or not the date for payment, fulfilment or discharge thereof has arrived, including where the Co-operative Share is not fully paid up (whether by way of consideration for the issue of the Co-operative Share or in respect of sums payable by the holder of the Co-operative Share in accordance with the Constitution) or any instalments payable on that Co-operative Share remain outstanding (whether due or not); 	

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<p>(e) the transferor has entered in to Fund Arrangements in relation to the relevant Co-operative Share, unless the Board is satisfied that any obligations of the Shareholder under those arrangements will be satisfied, extinguished, or assumed by the transferee at, or prior to, registration of the relevant transfer;</p> <p>(f) the instrument of transfer is not accompanied by any evidence which the Board reasonably requires to prove the title of the transferor to, or right of the transferor to transfer, the Co-operative Share and any other documentation required by the Board from time to time;</p> <p>(g) the Board, in its absolute discretion, believes that the proposed transferee is either not a desirable person to become a Shareholder or that registration of the transfer would not be in the best interests of the Company;</p> <p>(h) the instrument of transfer and any other documentation required has not been provided or has not been duly executed;</p> <p>(i) the transferee has failed to comply with any request to identify the current or intended beneficial owner of the Share subject of the transfer;</p> <p>(j) in the Board's opinion the transfer does not comply with any share trading policy adopted by the Board from time to time; or</p> <p>(k) the transfer would cause the transferor to be in breach of any terms set under clause 3 or of any Terms and Conditions applicable to the transferor,</p> <p>provided that the Board resolves to exercise its power pursuant to this clause within 30 Working Days after receipt of the relevant transfer and written notice of the resolution is sent to the transferor and to the transferee within five Working Days of the resolution being passed by the Board.</p> <p>30.8 When transfer effective: A transferor of a Co-operative Share is deemed to remain the holder of the Co-operative Share until the name of the transferee is entered in the Share Register in respect of the Co-operative Share.</p> <p>30.9 Company to retain transfer: If the Company registers a transfer it shall retain the instrument of transfer.</p> <p>30.10 Multiple registers: The Share Register may, by resolution of the Board, be divided into two or more registers, which may be kept in different places.</p> <p>30.11 Securities other than Co-operative Shares: The provisions of this clause 30 shall apply, with any necessary modifications, to Securities of the Company other than Co-operative Shares except to the extent (if any) provided otherwise by the terms of issue of such Securities, by the Market Rules, or by law.</p>	
<p>31. TRANSMISSION OF SHARES</p> <p>31.1 Transmission on death of Shareholder: If a Shareholder dies the survivor, if the deceased was a joint Shareholder, or the Personal Representative, shall (subject to clause 25.3) be the only persons recognised by the Company as having any title to or interest in the Shares of the deceased Shareholder, but nothing in this clause shall release the estate of a deceased joint Shareholder from any liability in respect of any Share, or constitute a release of any lien which the Company may have in respect of any Share.</p>	

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<p>32. PERSONAL REPRESENTATIVES</p> <p>32.1 Rights of Personal Representatives: A Personal Representative of a Shareholder:</p> <ul style="list-style-type: none"> (a) is entitled to exercise all rights (including without limitation the rights to receive Distributions, to attend meetings and to vote in person or by Representative), and is subject to all limitations, attached to the Shares held by that Shareholder; and (b) is entitled to be registered as holder of those Shares, but such registration shall not operate as a release of any rights (including any lien) to which the Company was entitled prior to registration of the Personal Representative pursuant to this sub-clause. <p>32.2 Joint Personal Representatives: Where a Share is subject to the control of two or more persons as Personal Representatives, they shall, for the purposes of this Constitution, be deemed to be joint holders of the Share.</p>	
<p>33. GENERAL PROVISIONS RELATING TO DIRECTORS</p> <p>33.1 Casual vacancies: Subject to clause 12.1, the Board may at any time appoint a person to fill a casual vacancy in the Directors to be elected by Shareholders pursuant to clause 12.2 who is qualified in terms of clause 12.3 to be a Director and shall appoint such a person if a casual vacancy would otherwise continue for six months or more. A Director so appointed holds office only until the conclusion of the next annual meeting of the Company but is eligible for re-election.</p> <p>33.2 Exceptions to rotation: In determining the Directors who are to retire by rotation at each annual meeting of the Company pursuant to clause 12.7:</p> <ul style="list-style-type: none"> (a) a Director who is retiring pursuant to clause 33.1 is not liable to retire by rotation or be taken into account in calculating the number of Directors to retire; and (b) a Director who is retiring pursuant to clause 33.5 shall be taken into account in calculating the number of Directors to retire, but shall not be counted as one of the Directors retiring unless he or she is also due to retire by rotation. <p>33.3 [Not used]</p> <p>33.4 Nomination of Directors: Notwithstanding anything in clauses 12.7 or 33.1, no person may be elected as a Director by a postal ballot of Shareholders in accordance with clause 12.2 unless that person qualifies to be appointed as a Director in terms of clause 12.3 and has been nominated in accordance with the written procedures adopted by the Shareholders' Council in accordance with clause 12.2 for holding postal ballots of Shareholders for the election or removal of Directors. Notice of every valid nomination of a Director received by the Company before the closing date for nominations shall be sent by the Company to all persons entitled to vote in the postal ballot in accordance with the written procedures adopted by the Shareholders' Council in accordance with clause 12.2.</p>	<p>This unused clause number relates to a provision that was deleted in the 2016 Governance and Representation Review amendments.</p>

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<p>33.5 Vacation of office: A Director ceases to be a Director if he or she:</p> <ul style="list-style-type: none"> (a) retires by rotation pursuant to clause 12.7 and is not re-elected or deemed to have been re-elected; or (b) is removed from office by an Ordinary Resolution; or (c) dies, or becomes mentally disordered or subject to a property order or personal order made under the Protection of Personal and Property Rights Act 1988; or (d) resigns by written notice delivered to the Company at its address for service or at its registered office (such notice to be effective at the time when it is so received unless a later time is specified in the notice); or (e) becomes disqualified from being a Director pursuant to the Act or this Constitution; or (f) becomes bankrupt or makes an arrangement or composition with his or her creditors generally; or (g) has for more than three months been absent without approval of the Board from meetings of the Board held during that period. <p>33.6 Timing of retirement and appointment: If:</p> <ul style="list-style-type: none"> (a) a Director retires at an annual meeting of the Company and is not re-elected or deemed to be re-elected in accordance with this Constitution, the Director shall remain in office until, and his or her retirement shall take effect at, the conclusion of that annual meeting; (b) a Director is removed from office at a meeting of Shareholders by Ordinary Resolution, the Director shall remain in office until, and his or her removal shall take effect at the conclusion of the meeting; (c) a person who is not already a Director is elected as a Director by a postal ballot of Shareholders prior to an annual meeting of the Company, that person shall take office as a Director at the conclusion of that annual meeting. 	
<p>34. REMUNERATION AND OTHER BENEFITS OF DIRECTORS</p> <p>34.1 Power to authorise: Except in the case of Directors appointed by the Board in accordance with clause 12.4 the Board may not exercise the power conferred by section 161 of the Act to authorise any payment or other benefit of the kind referred to in that section to or in respect of a Director in his or her capacity as such, without the prior approval of the Shareholders, except as provided in this clause 34. There is, at the date this Constitution takes effect, and there shall continue to be, a committee of six Shareholders (“Directors’ Remuneration Committee”) elected by postal ballot of Shareholders. The provisions of this Constitution relating to the appointment, rotation and removal of Directors shall apply to the appointment, rotation and removal of members of the Directors’ Remuneration Committee, with necessary modifications. The Board shall consider and recommend to Shareholders for their approval the form and amount of the remuneration to be paid to members of the Directors’ Remuneration Committee. The Directors’ Remuneration Committee shall consider and recommend the form and amount of Directors’ remuneration to the Shareholders for their approval. No such recommendation may be made which would result in any change to the terms of the remuneration for any Director appointed in accordance with clause 12.4. The Board may exercise the power conferred by section 161 of the Act to authorise any payment or other benefit of the kind referred to in that section to or in respect a Director appointed by the Board pursuant to clause 12.4.</p>	

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<p>34.2 Payment of expenses: Notwithstanding the provisions of clause 34.1, Directors are entitled to be paid for all travelling, accommodation and other expenses properly incurred by them in attending meetings of the Board, or any committee of the Board, or meetings of Shareholders, or in connection with the business of the Company.</p> <p>34.3 Special remuneration: The Board may authorise the Company to pay special remuneration to any Director who is, or has been, engaged by the Company to carry out work in a capacity other than that of Director.</p> <p>34.4 Special skills: The Board may authorise the Company to pay greater remuneration to a Director who is called upon to utilise special skills for the benefit of the Company.</p>	
<p>35. INDEMNITY AND INSURANCE</p> <p>35.1 Indemnity of Directors: Every Director shall be indemnified by the Company to the maximum extent permitted by section 162 of the Act and this indemnity shall continue in force, despite any subsequent revocation or amendment of this clause, in relation to any liability which arises out of any act or omission by a Director prior to the date of such revocation or amendment.</p> <p>35.2 Other indemnities: The Company may, with the prior approval of the Board, indemnify a director of a related company, or an employee of the Company or a related company to the extent permitted by section 162 of the Act.</p> <p>35.3 Insurance: The Company may, with the prior approval of the Board, effect insurance for a Director or employee of the Company or a director or employee of a related company, to the extent permitted by section 162 of the Act.</p>	
<p>36. PROCEEDINGS OF BOARD</p> <p>36.1 Third schedule to Act to apply: The provisions of the third schedule to the Act (relating to proceedings of a board) apply to the Company, except to the extent expressly negated, altered, or added to by this Constitution.</p> <p>36.2 Notice of meeting: Not less than two days' notice of a meeting shall be given to each Director (other than a Director who has waived that right). A notice of meeting shall specify the date, time and place of the meeting and, in the case of a meeting by means of audio, or audio and visual, communication, the manner in which each Director may participate in the proceedings of the meeting. Notice to a Director of a meeting may be:</p> <ul style="list-style-type: none"> (a) given to the Director in person by telephone or other oral communication; (b) delivered to the Director; (c) posted to the address given by the Director to the Company for such purpose; (d) sent by facsimile transmission to the facsimile telephone number given by the Director to the Company for such purpose; or (e) sent by electronic means in accordance with any request made by the Director from time to time for such purpose; <p>and is deemed to be given:</p> <ul style="list-style-type: none"> (f) in the case of oral communication, at the time of notification; (g) in the case of delivery, by handing the notice to the Director or by delivery of the notice to the address of the Director; (h) in the case of posting, three days after it is posted; 	

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<p>(i) in the case of facsimile transmission, when the Company receives a transmission report by the sending machine which indicates that the facsimile was sent in its entirety to the facsimile telephone number given by the Director;</p> <p>(j) in the case of electronic means, at the time of transmission;</p> <p>but the forgoing provisions relating to the timing, method and giving of notice of meeting may be amended or applied in such manner as the Directors may unanimously resolve from time to time.</p> <p>36.3 Director may convene meeting: A Director or, if requested by a Director to do so, an employee of the Company, may convene a meeting of the Board by giving notice in accordance with clause 36.2.</p> <p>36.4 Committees: A committee of Directors shall, in the exercise of the powers delegated to it, comply with any procedural or other requirements imposed on it by the Board. Subject to any such requirements, the provisions of this Constitution relating to proceedings of Directors apply, with appropriate modification, to meetings of a committee of Directors.</p>	
<p>37. MEETINGS OF SHAREHOLDERS</p> <p>37.1 Annual meetings: The Company shall hold an annual meeting of Shareholders in accordance with section 120 of the Act.</p> <p>37.2 Special meetings: A special meeting of Shareholders entitled to vote on the issue:</p> <p>(a) may be called by the Board at any time;</p> <p>(b) shall be called promptly by the Board on the written request of the Shareholders' Council, if the calling of the meeting is supported by 75% or more of the Councillors;</p> <p>(c) shall be called promptly by the Board on the written request of Shareholders holding Shares carrying together not less than 5% of the voting rights entitled to be exercised on any of the questions to be considered at the meeting.</p> <p>37.3 Time and place of meetings: Each meeting of Shareholders shall be held at such time and place as the Board appoints.</p> <p>37.4 Alternative forms of meeting: A meeting of Shareholders may be held either:</p> <p>(a) by a number of Shareholders, who constitute a quorum, being assembled together at the place, date and time appointed for the meeting; or</p> <p>(b) if determined by the Board, by means of audio, or audio and visual, communication by which all Shareholders participating and constituting a quorum, can simultaneously hear each other throughout the meeting.</p>	

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<p>38. NOTICE OF MEETINGS OF SHAREHOLDERS</p> <p>38.1 Written notice: Written notice of the time and place of a meeting of Shareholders shall be sent to every Shareholder entitled to receive notice of the meeting and to every Director, and to the auditor of the Company, not fewer than 10 Working Days before the meeting, but with the consent of all Shareholders entitled to attend and vote at a meeting, it may be convened by such shorter notice and in such manner as those Shareholders agree.</p> <p>38.2 Contents of notice: A notice of meeting shall state:</p> <ul style="list-style-type: none"> (a) the nature of the business to be transacted at the meeting in sufficient detail to enable a Shareholder to form a reasoned judgment in relation to it; and (b) the text of any Special Resolution to be submitted to the meeting. <p>38.3 Waiver of notice irregularity: An irregularity in a notice of a meeting is waived if all Shareholders entitled to attend and vote at the meeting attend the meeting without protest as to the irregularity, or if all such Shareholders agree to the waiver.</p> <p>38.4 Accidental omission of notice: The accidental omission to give notice of a meeting to, or the failure to receive notice of a meeting by, any person, does not invalidate the proceedings at that meeting.</p> <p>38.5 Notice of adjourned meeting: If a meeting of Shareholders is adjourned for fewer than 30 days it is not necessary to give notice of the time and place of the adjourned meeting other than by announcement at the meeting which is adjourned. In any other case, notice of the adjourned meeting shall be given in accordance with clause 38.1.</p>	
<p>39. PROCEEDINGS AT MEETINGS OF SHAREHOLDERS</p> <p>39.1 Requirement for quorum: Subject to clause 39.3, no business may be transacted at a meeting of Shareholders if a quorum is not present.</p> <p>39.2 Quorum: Subject to clause 39.3, a quorum for a meeting of Shareholders is present if not fewer than 50 Shareholders have cast postal votes (where permitted under clause 41.3) or are present in person or by Representative, who between them hold, or represent the holder or holders of, not less than 2% of the voting rights entitled to be exercised on any of the questions to be considered at the meeting.</p> <p>39.3 Lack of quorum: If a quorum is not present within 30 minutes after the time appointed for the meeting:</p> <ul style="list-style-type: none"> (a) in the case of a meeting called by the Board on the written request of Shareholders entitled to exercise that right, the meeting is dissolved; (b) in the case of any other meeting, the meeting is adjourned to the same day in the following week at the same time and place, or to such other date, time and place as the Board may appoint and, if at the adjourned meeting a quorum is not present within 30 minutes after the time appointed for the meeting, the Shareholders or their Representatives present are a quorum. <p>39.4 Regulation of procedure: Subject to the provisions of the Act, and except as provided in this Constitution, the chairperson may regulate the procedure at meetings of Shareholders.</p> <p>39.5 Adjournment of meeting: The chairperson may, with the consent of a meeting at which a quorum is present (and shall, if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business may be transacted at an adjourned meeting other than the business left unfinished at the relevant meeting.</p>	

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<p>40. CHAIRPERSON OF MEETINGS OF SHAREHOLDERS</p> <p>40.1 Chairperson: If the Directors have elected a chairperson of the Board, and he or she is present at a meeting of Shareholders, he or she shall chair the meeting, unless or except to the extent that the chairperson considers it not proper or desirable to act as chairperson, either in relation to the entire meeting or in relation to any particular business to be considered at the meeting.</p> <p>40.2 Directors may appoint chairperson: If no chairperson of the Board has been elected or if, at any meeting of Shareholders, the chairperson of the Board is not present within 15 minutes after the time appointed for the commencement of the meeting, or considers it not proper or desirable to act as chairperson, either in relation to the entire meeting or in relation to any particular business to be considered at the meeting, the Directors present may elect one of their number to chair the meeting or that part of the meeting which relates to the particular business, as the case may require.</p> <p>40.3 Shareholders may appoint chairperson: If at any meeting of Shareholders no Director is willing to act as chairperson or no Director is present within 15 minutes after the time appointed for the commencement of the meeting, the Shareholders present may choose one of their number to chair the meeting.</p>	
<p>41. VOTING AT MEETINGS OF SHAREHOLDERS</p> <p>41.1 Voting at meeting in one place: In the case of a meeting of Shareholders held in the form described in clause 37.4(a), unless a poll is demanded in accordance with clause 42.1, the chairperson of the meeting shall determine whether voting shall be by voice or by show of hands.</p> <p>41.2 Voting at audio/visual meeting: In the case of a meeting of Shareholders held in the form described in clause 37.4(b), unless a poll is demanded in accordance with clause 42.1, voting at the meeting shall be by the Shareholders signifying individually their assent or dissent by voice.</p> <p>41.3 Postal votes: If the Board determines in relation to any meeting of Shareholders, Shareholders may exercise the right to vote at a meeting by casting postal votes and in any such case, the provisions of section 7 of the first schedule to the Act (relating to postal votes) shall apply, with such modifications (if any) as the Board thinks fit.</p> <p>41.4 Electronic votes: To the extent permitted by law the Board may permit, in relation to any particular meeting or generally:</p> <ul style="list-style-type: none"> (a) postal votes to be cast by electronic means; and (b) votes to be cast on resolutions at meetings of Shareholders (or of other groups) by electronic means. <p>The procedures in relation to such electronic voting shall be those required by law (if any) together with any other procedures determined by the Board. If the Board permits electronic voting in accordance with this clause, such electronic votes may be cast notwithstanding any other provision of this Constitution.</p> <p>41.5 Entitlement to vote: A Shareholder may exercise the right to vote either in person or by Representative in the manner prescribed in clause 8.</p> <p>41.6 Chairperson may declare voting entitlement: In the event that there is any dispute as to the voting entitlement of a Shareholder on any vote, a declaration by the Chairperson of that person's voting entitlement shall be treated as binding for the purposes of that vote or for a series of votes held at the same meeting.</p>	<p>No change is needed to these provisions, which are mechanical in nature. The numbers of votes that Shareholders may exercise is specified in clause 8.</p>

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<p>41.7 Declaration by chairperson: A declaration by the chairperson of a meeting that a resolution is carried by the requisite majority is conclusive evidence of that fact unless a poll is demanded in accordance with clause 42.1.</p> <p>41.8 Chairperson's casting vote: The chairperson of a meeting of Shareholders is not entitled to a casting vote.</p> <p>41.9 Joint Shareholders: Where two or more persons are registered as joint Shareholders, any of the joint Shareholders is entitled to exercise the right to vote. However where more than one joint Shareholder votes, the vote of the person named first in the Share Register and voting on a matter shall be accepted to the exclusion of the votes of the other joint holders.</p>	
<p>42. POLLS</p> <p>42.1 Right to demand poll: At a meeting of Shareholders a poll may be demanded by:</p> <ul style="list-style-type: none"> (a) the chairperson; or (b) not fewer than five Shareholders having the right to vote at the meeting; or (c) a Shareholder or Shareholders representing not less than 10% of the total voting rights of all Shareholders having the right to vote at the meeting; or (d) a Shareholder or Shareholders holding Shares that confer a right to vote at the meeting and on which the aggregate amount paid up is not less than 10% of the total amount paid up on all Shares that confer that right. <p>42.2 When poll may be demanded: A poll may be demanded either before or after the vote is taken on a resolution. The demand for a poll may be withdrawn.</p> <p>42.3 Poll procedure: A poll shall be taken in such manner as the chairperson directs and the result of a poll is deemed to be a resolution of the meeting at which the poll is demanded.</p> <p>42.4 When poll taken: A poll demanded on the election of a chairperson of a meeting or on a question of adjournment shall be taken immediately. A poll demanded on any other question shall be taken at such time as the chairperson directs and any business, other than that upon which a poll is demanded, may proceed pending the taking of the poll.</p> <p>42.5 Votes: On a poll:</p> <ul style="list-style-type: none"> (a) votes may be given either personally or by Representative; (b) votes shall be counted according to the votes of each Shareholder, determined in accordance with clause 8, present in person or by Representative and voting; (c) a Shareholder need not cast all the votes to which the Shareholder is entitled and need not exercise in the same way all of the votes which the Shareholder casts. <p>42.6 Declaration of result: The chairperson is entitled to declare the result of a poll upon receipt of a certificate from the scrutineers stating that sufficient votes to determine the result of the resolution have been counted and setting out the basis for that determination.</p>	<p>No change.</p> <p>While in practice all votes at shareholder meetings for listed companies (including Fonterra) are required to be conducted by poll (under the Listing Rules / FSM Rules), it is usual for a constitution to provide for voting by voice or show of hands unless a poll is required. The chair of a shareholder meeting can require a poll – see clause 42.1.</p>

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<p>43. PROXIES</p> <p>43.1 Right to appoint: A Shareholder may, subject to clause 8.5, appoint a proxy to vote on behalf of the Shareholder at a meeting of Shareholders. The proxy is entitled to attend and be heard at the meeting and to demand or join in demanding a poll, as if the proxy were the Shareholder.</p> <p>43.2 Notice of appointment: A proxy shall be appointed by written notice signed by the appointing Shareholder and the notice shall state whether the appointment is for a particular meeting or for a specified term. The notice shall (so far as the subject matter and form of the resolutions to be proposed at the relevant meeting reasonably permit) provide for two way voting on all resolutions, enabling the appointer to instruct the proxy as to the casting of the vote.</p> <p>43.3 Proxy form to be sent with notice of meeting: The Company shall send a form of notice of appointment of proxy to every Shareholder entitled to attend and vote at a meeting, with the notice convening the meeting.</p> <p>43.4 Production of notice: No appointment of a proxy is effective in relation to a meeting unless a copy of the notice of appointment is received by the Company at its registered office, or at such other address as is specified for that purpose in the notice convening the meeting, not later than 48 hours before the start of the meeting.</p> <p>43.5 Validity of proxy vote: A vote given in accordance with the terms of a notice of appointment of a proxy is valid notwithstanding the previous death or mental disorder of the principal, the revocation of the appointment or of the authority under which the notice of appointment was executed, or the transfer of the Share in respect of which the proxy is appointed, if no written notification of such death, mental disorder, revocation, or transfer is received by the Company at its registered office at least three hours before the commencement of the meeting or adjourned meeting for which the proxy is appointed.</p> <p>43.6 Electronic proxy appointment: The Board may permit, in relation to a particular meeting or generally, the appointment of proxies to be made by electronic means. The procedures in relation to such electronic appointment shall be those required by law (if any) together with any other procedures determined by the Board. If the Board permits electronic appointment of proxies in accordance with this clause, such electronic appointments may be made notwithstanding any other provision of this Constitution.</p>	
<p>44. CORPORATE REPRESENTATIVE</p> <p>44.1 Appointment of representative: A corporation which is a Shareholder may appoint a person to attend a meeting of Shareholders on its behalf in the same manner as that in which it could appoint a proxy, and subject to the same restrictions as would apply if the Shareholder were to appoint a proxy. In any such case the provisions of clause 43.6 shall apply equally to the appointment of such Representatives.</p>	
<p>45. ADDITIONAL METHODS OF CONTRACTING</p> <p>45.1 Deeds: A deed which is to be entered into by the Company may be signed on behalf of the Company by a Director, or any other person authorised by the Board, whose signature or signatures shall be witnessed.</p>	

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<p>46. NOTICES</p> <p>46.1 Reports, etc to Shareholders: Annual reports, notices and other documents required to be sent to a Shareholder shall be sent in the manner provided in section 391 of the Act.</p> <p>46.2 Accidental omissions: The failure to send an annual report, notice, or other document to a Shareholder in accordance with the Act or this Constitution does not invalidate the proceedings at a meeting of Shareholders if the failure to do so was accidental.</p> <p>46.3 Joint Shareholders: A notice may be given by the Company to joint Shareholders by giving the notice to the joint Shareholder named first in the Share Register in respect of the Share.</p> <p>46.4 Shareholder deceased or bankrupt: If a Shareholder dies or is adjudicated bankrupt, notice may be given in any manner in which notice might have been given if the death or bankruptcy had not occurred, or by giving notice in the manner provided in section 391 of the Act to the Personal Representative of the Shareholder at the address supplied to the Company for that purpose.</p> <p>46.5 Waiver by Shareholders: Subject to any applicable legislation section 210 of the Act (which requires financial statements to be sent to Shareholders who elect not to receive annual reports), a Shareholder may from time to time, by written notice to the Company, waive the right to receive all or any documents from the Company and may at any time thereafter revoke the waiver in the same manner. While any waiver is in effect, the Company need not send to the Shareholder the documents to which the waiver relates.</p>	<p>This amendment is to update and future-proof a reference to legislation that has been replaced.</p>
<p>47. LIQUIDATION</p> <p>47.1 Distribution of assets: If the Company is liquidated the liquidator may, with the approval of Shareholders by Special Resolution and any other sanction required by the Act:</p> <ul style="list-style-type: none"> (a) divide among the Shareholders in kind the whole or any part of the assets of the Company (whether they consist of property of the same kind or not) and may for that purpose fix such value as the liquidator deems fair in respect of any property to be so divided, and may determine how the division shall be carried out as between Shareholders or between different Classes; and (b) for the avoidance of doubt, all Co-operative Shares are Shares of the same Class and rank pari-passu and without priority or preference among themselves on liquidation notwithstanding that they may have been issued for different Fair Values; and (c) vest the whole or any part of any such assets in trustees upon such trusts for the benefit of the persons so entitled as the liquidator thinks fit, but so that no Shareholder is compelled to accept any shares or other securities on which there is any liability. 	

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<p>48. DEFINITIONS AND INTERPRETATION</p> <p>48.1 Definitions: In this Constitution, unless the context otherwise requires:</p> <p>“Act” means the Companies Act 1993.</p> <p>“Aggregate Threshold” has the meaning set out in clause 3.2.</p> <p>“Associated Shareholder” means a Shareholder that is a Farm Lessor, Sharemilker or Contract Milker, and the provisions of this Constitution that refer to Associated Shareholders apply to them separately in respect of each such arrangement to which they are a party (and if they also supply Milk to the Company, the provisions of this Constitution that apply to them as Associated Shareholders are without prejudice to their rights and obligations as a Shareholder that is supplying Milk to the Company).</p> <p>“Authorised Fund” means any person or persons authorised by the Board (under clause 7.1) to perform the role and functions outlined in that clause.</p> <p>“Base Limit” has the meaning set out in clause 3.23.</p> <p>“Board” means Directors who number not less than the required quorum, acting together as a board of Directors.</p> <p>“Breach Shares” has the meaning set out in clause 4.4.</p> <p>“Class” means a class of Shares having attached to them identical rights, privileges, limitations and conditions.</p> <p>“Commencement Date” has the meaning set out in clause 3.9.</p> <p>“Company” means Fonterra Co-operative Group Limited.</p> <p>“Compliance Date” has the meaning set out in clause 3.16.</p> <p>“Compliance Statement” has the meaning set out in clause 3.16.</p> <p>“Constitution” means this constitution, as altered from time to time.</p> <p>“Contract Milker” means a person that the Board is satisfied (in accordance with any rules adopted by the Board and applicable from time to time):</p> <p>(a) <u>has entered into a bona fide contract milking arrangement with another Shareholder that is supplying Milk to the Company, in respect of one or more Farms; and</u></p> <p>(b) <u>complies with any further requirements specified in those rules.</u></p>	<p>No change to this definition, but the term would mean a target range rather than a fixed 15% threshold – see clause 3.2.</p> <p>This new definition identifies who may apply to become a Shareholder based on a connection they have to a supplying Shareholder, even though they do not themselves supply Milk to the Co-op.</p> <p>If a person is an Associated Shareholder of more than one Shareholder supplying Milk to the Co-op, and/or also supplies Milk to the Co-op itself (as well as being an Associated Shareholder), the relevant provisions apply separately for each such role.</p> <p>This definition specifies who may apply to become a Shareholder by reason of a contract milking arrangement. The Board would need to be satisfied that there is a bona fide contract milking arrangement in place with an existing supplying Shareholder.</p>

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<p>“Contract Supply” means the supply of Milk to the Company by a Shareholder pursuant to clause 3.22 in a Season without the Milksolids obtainable from that Milk being taken into account for the purposes of the Share Standard for that Season.</p> <p>“Control” means, in relation to a voting right or right to vote, having, directly or indirectly, effective control of the voting right or right to vote.</p> <p>“Co-operative Companies Act” means the Co-operative Companies Act 1996.</p> <p>“Co-operative Shares” means any Share issued by the Board as a co-operative share, whether before or after the date this Constitution takes effect.</p> <p>“Councillor” means a person elected or appointed as a councillor of the Shareholders’ Council in accordance with this Constitution.</p> <p>“Custodian” means any custodian, trustee, or other third party who is at any time engaged to hold or deal with any Co-operative Shares or rights or interests in Co-operative Shares.</p> <p>“Director” means a person elected or appointed as a director of the Company in accordance with this Constitution.</p> <p>“Directors’ Remuneration Committee” means a committee of Shareholders constituted in accordance with clause 34.1.</p> <p>“Dispose” includes any transfer, sale, grant or conferral of rights, assignment, alienation, holding on trust, or gift (in each case whether directly or indirectly), and includes agreeing to do any of such things, and “dispose”, and “disposal” have corresponding meanings.</p> <p>“Disposing Holder” has the meaning set out in clause 7.1(a).</p> <p>“Distribution” means:</p> <ul style="list-style-type: none"> (a) the direct or indirect transfer of money or property, other than Shares, to or for the benefit of a Shareholder; or (b) the incurring of a debt to or for the benefit of a Shareholder, <p>in relation to Shares held by that Shareholder, whether by means of a purchase of property, the redemption or other acquisition of Shares, a distribution of indebtedness or by some other means.</p> <p>“Diverted Milk Percentage” has the meaning set out in clause 3.20.</p> <p>“Extra Shares” has the meaning set out in clause 3.3.</p> <p>“Farm” means any farm, farm dairy, or group of farm dairies (whether physically located on the same property or not), that the Board may from time to time determine to constitute a Farm for the purposes of this Constitution, and the Board’s determination on that issue shall be made on a case by case basis may differ according to the circumstances.</p> <p>“Farm Lessor” means a person that the Board is satisfied (in accordance with any rules adopted by the Board and applicable from time to time):</p> <ul style="list-style-type: none"> (a) owns the land on which one or more Farms is located, and has entered into a bona fide Farm lease or similar arrangement with another Shareholder that is supplying Milk to the Company, in respect of one or more of such Farms; and (b) complies with any further requirements specified in those rules. 	<p>This expanded definition of “Dispose” is intended to support the wider “no alienation” rule – see clause 7.9.</p> <p>Given the amendments to clause 3.3, this defined term is no longer needed.</p> <p>This new definition specifies who may apply to become a Shareholder based on their ownership of the land on which a Farm is located – ie that they are a bona fide lessor or similar arrangement.</p>

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<p>“Fonterra Shareholders Market” means any exchange or trading facility selected by the Board which provides a facility for the trading of Co-operative Shares among Shareholders and/or persons who have applied to supply Milk to the Company where such application has been accepted.</p> <p>“Fund Arrangements” has the meaning set out in clause 7.1(a).</p> <p>“Fund Contract” has the meaning set out in clause 7.1(a).</p> <p>“Individual Limit” has the meaning given to that term in clause 3.1(b).</p> <p>“Independent Agent” means any one or more independent investment broker or similar firm appointed by the Company to deal with disposals and acquisitions of Co-operative Shares under clauses 3.15, 3.17 and 4.4.</p> <p>“Interest Group” has the meaning set out in section 116 of the Act.</p> <p>“Interest Rate” means a rate which is equal to the Company’s cost of capital at the relevant time (as determined by the Board in its absolute discretion) plus a margin of 5%.</p> <p>“Interested”, in relation to a Director, has the meaning set out in section 139 of the Act.</p> <p>“Limiting Factor” has the meaning set out in clause 3.1(b).</p> <p>“Market Rules” means the rules of the Fonterra Shareholders Market, in so far as they are applicable to the Company and the quotation and trading of Co-operative Shares.</p> <p>“Material Change” means, in relation to a Farm, a material change to farming systems or processes, herd sizes, size of farm property, or basis of supply (including any commencement or termination of Contract Supply).</p> <p>“Maximum Holding” has the meaning set out in clause 3.1(b).</p> <p>“Measurement Date” has the meaning set out in clause 3.13.</p> <p>“Measurement Statement” has the meaning set out in clause 3.13.</p> <p>“Milk” means whole milk, cream and any other component or classification of a mammary secretion of a cow, as may be specified by the Board.</p> <p>“Milk Commissioner” means the person appointed to the office of Milk Commissioner in accordance with this Constitution.</p> <p>“Milk Price” means a price for Milk supplied to the Company by Shareholders in a Season.</p> <p>“Milk Price Manual” has the meaning set out in clause 10.2.</p> <p>“Milk Price Principles” means the principles set out in Annexure 1 to this Constitution.</p> <p>“Milksolids” means those components of Milk which are determined by the Board from time to time to be Milksolids.</p> <p>“Minimum Holding” has the meaning set out in clause 3.1(a).</p> <p>“Minister” means any Minister of the Crown who, under the authority of any warrant or with the authority of the Prime Minister, is for the time being responsible for any function or matter contemplated by this Constitution.</p> <p>“month” means calendar month.</p> <p>“Operator” means the operator from time to time of the Fonterra Shareholders Market.</p> <p>“Ordinary Resolution” means a resolution that is approved by a simple majority of the votes of those Shareholders entitled to vote and voting on the question.</p> <p>“Overall Limit” has the meaning given to that term in clause 7.5.</p>	

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<p>“Permitted Transferee” has the meaning given to that term in clause 3.10.</p> <p>“person” includes an individual, partnership, firm, company, body corporate, corporation, association, organisation, trust, unit trust, a state or government or any agency thereof, a municipal, local or regional authority, and any other entity or organisation, whether incorporated or not (in each case whether or not having a separate legal personality).</p> <p>“Personal Representative” means:</p> <ul style="list-style-type: none"> (a) in relation to a deceased individual Shareholder, the executor, administrator or trustee of the estate of that Shareholder; (b) in relation to a bankrupt individual Shareholder, the assignee in bankruptcy of that Shareholder; and (c) in relation to any other individual Shareholder, a person appointed or deemed to have been appointed to administer property under the Protection of Personal and Property Rights Act 1988, a manager appointed or deemed to have been appointed thereunder, and a donee of an enduring power of attorney complying with that Act. <p>“Records” means the documents required to be kept by the Company under section 189(1) of the Act.</p> <p>“Reduction Date”, “Reduction Maximum”, “Reduction Minimum”, and “Reduction Period” have the respective meanings set out in clause 3.10.</p> <p>“Registered Volume Provider” or “RVP” means a person appointed, engaged or authorised under clause 6.1.</p> <p>“Relevant Interest” has the meaning in sections 235 to 237 of the Financial Markets Conduct Act 2013, 5, 5A and 5B of the Securities Markets Act 1988, on the basis that those provisions shall be read as if references to an “listed issuer” were to the Company, subject to:</p> <ul style="list-style-type: none"> (a) the exceptions contained in section 6238 of that Act; and (b) the proviso that a person will not have a Relevant Interest in a Co-operative Share for the purposes of this Constitution if, having regard to information provided by any person, the Board determines, at its discretion, that the person does not have a Relevant Interest in that Co-operative Share. <p>“Representative” means:</p> <ul style="list-style-type: none"> (a) a person appointed as a proxy pursuant to clause 43; (b) a Personal Representative; or (c) a representative appointed by a corporation pursuant to clause 44.1. <p>“Ruling” means any ruling, waiver, consent, decision or determination by the Operator in relation to the meaning, interpretation or application of the Market Rules.</p> <p>“RVP Contract” has the meaning set out in clause 6.1.</p> <p>“Season” means a period of 12 months ending on 31 May (or such other date as the Board may specify from time to time) in each year.</p>	<p>This new definition is used to allow ceased Shareholders to transfer their Shares to direct relatives, partners, shareholders etc, who must continue to share down as if they were the ceased Shareholder – see clause 3.10.</p> <p>These amendments are to update the statutory reference – the definition of “relevant interest” is now contained in the Financial Markets Conduct Act 2013.</p>

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<p>“Security” has the meaning set out in section 26 of the Securities Transfer Act 1991 Financial Markets Conduct Act 2013.</p> <p>“Share” means a share issued, or to be issued, by the Company, as the case may require.</p> <p>“Share Register” means the share register for the Company kept in accordance with the Act.</p> <p>“Share Standard” means the number of Co-operative Shares a Shareholder is required from time to time to hold as determined in accordance with clause 3.4.</p> <p>“Shareholder” means a person whose name is entered in the Share Register as the holder for the time being of one or more Shares.</p> <p>“Shareholders’ Council” means the Councillors who number not less than the required quorum, acting together as the Shareholders’ Council.</p> <p>“Sharemilker” has the meaning set out in section 34 of the Co-operative Companies Act <u>and includes any other person that the Board is satisfied (in accordance with any rules adopted by the Board and applicable from time to time):</u></p> <p>(a) <u>has entered into a bona fide sharemilking arrangement with another Shareholder that is supplying Milk to the Company, in respect of one or more Farms; and</u></p> <p>(b) <u>complies with any further requirements specified in those rules.</u></p> <p>“Special Resolution” means a resolution approved by a majority of 75% or more of the votes of those Shareholders entitled to vote and voting on the question.</p> <p>“Target Percentage” has the meaning set out in clause 3.3(a):</p> <p>“Terms and Conditions” means, at any time, the provisions in this Constitution and the terms and conditions and policies relating to the supply of Milk to the Company by Shareholders, including such provisions relating to information about the farm, herd and breeding of each cow supplying that Milk, as the Board considers is necessary for the business of the Company, as applicable to Shareholders in accordance with this Constitution.</p> <p>“Trading Agreement” means an agreement entered in to between the Company and the Operator relating to the Fonterra Shareholders Market.</p> <p>“Transition Maximum”, “Transition Minimum”, and “Transition Period” have the respective meanings set out in clause 3.9.</p> <p>“Valuer” means, at any time, the person appointed and holding office as the Valuer in accordance with clause 20.</p> <p>“Ward” means a geographical area within New Zealand represented by a Councillor or Councillors, created pursuant to clause 16.2 and reviewed from time to time in accordance with clause 16.3.</p> <p>“Working Day” has the meaning set out in section 2 of the Act.</p>	<p>These amendments are to update the statutory reference – the definition of “security” is now contained in the Financial Markets Conduct Act 2013.</p> <p>Shareholders will no longer be “required” to hold Shares equal to the Share Standard – rather they may elect to hold the 33% Minimum Holding.</p> <p>No change. This includes “Associated Shareholders” that hold Shares.</p> <p>Separate proposed changes to this defined term, and the addition of a new defined term, are the subject of Resolutions 7 and 8 in the Notice of Meeting for the Annual Meeting.</p> <p>The Co-operative Companies Act definition may not capture non-herd-owning sharemilkers, so this amendment is intended to provide for them becoming Shareholders as well.</p> <p>This defined term would no longer be used, given the amendments to clause 3.3.</p>

Amendments to Constitution	Explanatory Notes
<p>48.2 Interpretation: In this Constitution, unless the context otherwise requires:</p> <ul style="list-style-type: none"> (a) the table of contents, headings, and descriptions relating to sections of the Act and the Co-operative Companies Act, are inserted for convenience only and shall be ignored in construing this Constitution; (b) the singular includes the plural and vice versa; (c) reference to any legislation or to any provision of any legislation (including regulations and orders) includes: <ul style="list-style-type: none"> (i) that legislation or provision as from time to time amended, re-enacted or substituted; (ii) any statutory instruments, regulations, rules and orders issued under that legislation or provision; (d) “written” and “in writing” include any means of representing or reproducing words, figures and symbols in a tangible and visible form; (e) words and expressions defined or explained in the Act or Co-operative Companies Act, as the case may require, have the same meaning in this Constitution; (f) words and expressions cognate with words or expressions defined in this Constitution have meanings corresponding to those of the defined words and expressions; (g) references to clauses and sections (other than sections of the Act or the Co-operative Companies Act) are references to clauses and sections in this Constitution, unless stated otherwise; (h) where a legal requirement under the Act is substantially reproduced in this Constitution that legal requirement may be met by electronic means in accordance with the Electronic Transactions Act 2002 Contract and Commercial Law Act 2017. In this paragraph subclause the term ‘legal requirement’ has the meaning given to that term by the Electronic Transactions Act 2002 Contract and Commercial Law Act 2017; and (i) references to a “postal ballot” include a postal ballot conducted by electronic means. <p>48.3 Constitution to prevail: If there is any conflict between:</p> <ul style="list-style-type: none"> (a) a provision in this Constitution and a provision in the Act or the Co-operative Companies Act which is expressly permitted to be altered by this Constitution; or (b) a word or expression defined or explained in the Act or the Co-operative Companies Act and a word or expression defined or explained in this Constitution, <p>(c) — the provision, word or expression in this Constitution prevails.</p>	<p>This amendment is to reflect that the Electronic Transactions Act 2002 has since been consolidated into the Contract and Commercial Law Act 2017.</p> <p>This is a typographical correction to the existing Constitution.</p>

Amendments to Constitution	Explanatory Notes
<p>48.4 The Market Rules: In relation to the Market Rules (and except to the extent that the Market Rules otherwise provide):</p> <ul style="list-style-type: none"> (a) failure to comply with any Market Rule shall not affect the validity or enforceability of any transaction, contract, action or other matter whatsoever done or entered into by, or affecting, the Company; (b) if the Operator has given a Ruling authorising any act or omission which, in the absence of that Ruling would have been in contravention of the Market Rules or this Constitution, that act or omission is deemed to be authorised by the Market Rules and by this Constitution notwithstanding such contravention or inconsistency; (c) any reference to a specific Market Rule includes that Market Rule as it may be amended from time to time and any Market Rule which may be substituted for that Market Rule; (d) if any provision of this Constitution is inconsistent with the Market Rules, that provision shall be deemed to be amended, or deleted, to the extent necessary to make that provision consistent with the Market Rules; and (e) subclauses (a) to (d) inclusive apply only for so long as the Company is a party to a Trading Agreement with the Operator. If the Company ceases to be a party to a Trading Agreement those clauses shall cease to have any effect. 	

Amendments to Constitution	Explanatory Notes
<p>ANNEXURE 1</p> <p>MILK PRICE PRINCIPLES</p> <ul style="list-style-type: none"> • The Milk Price for a Season should reflect the benefits that arise from the collective selling power of Shareholders as suppliers to the Company, and from the scale and other economies the Company enjoys in production and sales. • In this context, the Milk Price should be the maximum amount that the Company, reflecting its status as a properly managed and efficiently run sustainable co-operative, could pay for the Milk supplied to it in a Season if: <ul style="list-style-type: none"> • Shareholders and other suppliers of Milk to the Company collectively contracted to supply all their Milk to the Company; • The Company, on their behalf, processed that Milk into commodity products which were sold on freely contested global markets; • The Company was appropriately encouraged to make investment, production and sales decisions that maximised the Milk Price, both now and in the future; and • The Company was able to earn a risk-adjusted return on the assets required to collect, process and sell that Milk sufficient to warrant long-term investment in the new and replacement assets necessary to collect, process and sell the Milk reasonably expected to be supplied to the Company in future Seasons. • Risks should be allocated between Milk suppliers and the Company in a manner which appropriately reflects the relative abilities of each party to manage those risks. 	

Minister of Agriculture Letter

Hon Damien O'Connor

MP for West Coast-Tasman

Minister of Agriculture

Minister for Biosecurity

Minister for Land Information

Minister for Rural Communities

Minister for Trade and Export Growth



03 November 2021

Mr Peter McBride
Chairman, Fonterra Co-operative Group Limited
109 Fanshawe Street
AUCKLAND

Dear Peter

The Government wishes to see a sustainable, efficient, and innovative Fonterra. One that provides opportunities for the next generation of farmers for the benefit of farmers, rural communities and a productive, sustainable, and inclusive New Zealand economy.

This letter follows up on the recent discussions we have had in relation to Fonterra's proposals for a capital restructure. I would like to thank you and your team for running me and the Ministers of Finance and Commerce and Consumer Affairs through your proposals, and for your engagement with officials to date.

I understand the need for Fonterra to change its capital structure to support its revised business strategy. The Government supports Fonterra's continued success as a New Zealand-based, world-class, farmer-owned, dairy processing company. We want to see Fonterra continue to thrive as a New Zealand co-operative and deliver increasing value for the New Zealand economy and for farmers.

Given the size and importance of the dairy industry to the New Zealand economy, a well-performing dairy industry is of significant national interest. The dairy sector's future will depend on farmers and dairy processors maintaining the industry's international competitiveness, improving environmental sustainability, and growing the industry's export earning potential.

A successful and innovative Fonterra is central to a well-functioning dairy industry. Therefore, Fonterra's performance is borne not only by its farmer-shareholders, but also by rural communities and the wider New Zealand economy.

The Dairy Industry Restructuring Act 2001 (DIRA) contains provisions relating to aspects of Fonterra's capital structure to bolster Fonterra's incentives to perform and innovate. Farmers need clear signals about the Co-operative's performance (over and above its ability to pay a high milk price) to enable informed and timely decision-making by farmers about milk supply and land use. It is important that Fonterra continues to win and retain farmers on the merits of its performance.

Private Bag 18041, Parliament Buildings, Wellington 6160, New Zealand
+64 4 817 8715 | d.oconnor@ministers.govt.nz | beehive.govt.nz

Fonterra's capital restructuring proposals are predicated on the Government's support for amending the DIRA. The current proposals envisage a legislative change to remove key mechanisms that risk weakening performance incentives on Fonterra. Without alternative measures, I am not yet assured that these proposals would deliver the best long-term outcomes for farmers or the dairy sector as a whole.

I am particularly concerned that the current proposals would create a higher risk of diverging shareholder interests inside the co-operative, between farmers with minimum shareholdings for supply only and those with larger shareholdings held for investment purposes. My concern is that this could result in competing shareholder priorities relating to Fonterra's future direction and strategy.

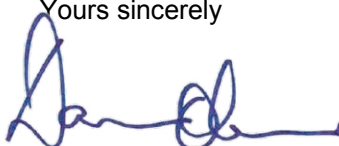
Having carefully considered the issues at hand, to provide Fonterra shareholders with clarity before the vote, my views are as follows:

- A successful and innovative Fonterra is central to a well-functioning dairy industry. Ensuring that Fonterra operates as a strong, intergenerational, farmer-owned dairy processor is therefore important for the New Zealand dairy industry's future.
- Fonterra's proposals, as they currently stand, are not consistent with the Government's policy objectives and the purpose of the Dairy Industry Restructuring Act.
- At this stage, it would be difficult for the Government to support an amendment to DIRA to facilitate the proposals.
- However, I am prepared to consider an alternative, more balanced proposal from Fonterra which could meet Fonterra's needs and the Government's wider policy objectives for the long-term interests of farmers, the dairy sector, and Fonterra itself.

I encourage you to consider further how Fonterra might reshape its proposals to find better balance. Given the current temporary status of the delinked unit Fund, I also encourage you to seek a timely resolution. It would be of concern if this temporary measure were to be unduly prolonged.

Lastly, I would like to reaffirm the importance the Government places on a mutually acceptable outcome to this process. I would like to thank you again for your ongoing constructive engagement to date with my officials. I am committed to working with you to ensure this necessary work is done as quickly as possible.

Yours sincerely



Hon Damien O'Connor
Minister of Agriculture

CC: Hon Grant Robertson, Minister of Finance
Hon David Clark, Minister of Commerce and Consumer Affairs
Ray Smith, Director-General the Ministry for Primary Industries

Glossary

Associated shareholder	means a sharemilker, contract milker or farm lessor who may become a shareholder in the Co-op
Board	means the board of directors of Fonterra
Constitution	means Fonterra's constitution, as amended from time to time
Contract milker	means a person that is contract milking for a supplying shareholder under a bona fide arrangement
Co-operative Council	means the Fonterra Co-operative Council
Co-op, Co-operative or Fonterra	means Fonterra Co-operative Group Limited
CSN	means "common shareholder number" which is the identifying number shareholders are provided with in relation to their shareholding in the Co-op
Custodian	means Fonterra Farmer Custodian Limited
DIRA	means the Dairy Industry Restructuring Act 2001
Dry share	means a share that is not backed by milk supply
Economic rights	means the rights to receive dividends and other economic benefits derived from a share held by the Custodian for the benefit of the trustee of the Fund
Farm lessor	means a land owner that has leased dairy farm-land to a supplying shareholder under a bona fide arrangement
Farmer-only market or farmer-only FSM	means the Fonterra Shareholders' Market where shares are no longer able to be exchanged into units in the Fund
FSF or Fund	means the Fonterra Shareholders' Fund
FSM	means the Fonterra Shareholders' Market
kgMS	means kilogram of milksolids
Management company	means the management company for the Fund, being FSF Management Company Limited
Market maker	means a third party appointed by the Co-op who is active in making bids and offers on a minimum number of shares in the FSM
MyMilk contract	means the current contract supply option without any requirement to purchase shares, available to farmers who meet the relevant criteria
Relevant Interest	<p>is a term that is broadly defined in the Financial Markets Conduct Act 2013, but can be thought of as a proxy for "influence" in respect of shares - it includes:</p> <ul style="list-style-type: none"> • legal or beneficial ownership of shares • the power to control votes on, or a decision to buy or sell, shares • holdings of shares through different but related companies • agreements to act together in respect of shares • having a 20% or more ownership or voting interest in other entities that hold relevant interests as described above

Share	means a co-operative share in Fonterra
Shareholder	means a shareholder in the Co-op
Sharemilker	means a person that is sharemilking for a supplying shareholder under a bona fide arrangement
Share Standard	means 1 share per 1 kgMS supplied
Share-Up Over Time contract	means the contract options to supply Fonterra on the basis that shares are purchased over time, including strike price contract options
Supplying shareholder	means a farmer responsible for supplying milk to the Co-op under the Co-op's Terms of Supply who is a shareholder in the Co-op
Temporary cap	means the temporary cap on the size of the Fund that was put in place in May 2021 to enable consultation on options to change the Co-op's capital structure
Wet share	means a share held by a supplying shareholder that is backed by milk supply
Unit	means a unit in the Fund
Voucher	means a certificate referred to in clause 3.4 of the Constitution that was provided to a supplying shareholder on the transfer of the economic rights of a wet share to the Fund under the 2012 and 2013 supply offers to farmer shareholders, and that can be used by the shareholder together with shares, to meet the Share Standard



If undelivered please return to:

The Returning Officer
Fonterra Elections 2020
PO Box 3138
Christchurch 8140
Free phone 0800 666 034

Special Meeting Proxy Paper Information

1.00pm, or if later, immediately after conclusion of Fonterra's Annual Meeting of Shareholders, on Thursday, 9 December 2021, ILT Stadium Southland, Surrey Park Sports Centre, 18 Surrey Park Road, Invercargill. Shareholders can also attend the meeting virtually using the instructions in the Notice of Meeting.

HOW TO COMPLETE THE PROXY PAPER AND APPOINT A PROXY

- 1. Appoint a proxy:** Provide the full name and address of your chosen proxy in the space provided for "Primary Proxy" in the box labelled "Appointment of Proxy" in the Special Meeting Proxy Paper. A proxy need not be a Shareholder.
The Chairman of the Meeting is willing to act as your primary proxy. If you wish to appoint the Chairman of the Meeting you can simply write "Chairman of the Meeting".
It is recommended that you appoint an alternate proxy as well, in case your primary proxy is unable to attend on the day of the Special Meeting. Please provide the full name and address of your alternate proxy in the space labelled "Alternate Proxy" in the box labelled "Appointment of Proxy".
Where a Shareholder does not name a person as their proxy but otherwise completes the proxy form in full, or where a Shareholder's named proxy (and any alternate, if one has been appointed) does not attend the meeting, the Chairman of the meeting will act as that Shareholder's proxy and will vote in accordance with their express direction. The Chairman intends to vote any discretionary proxies, for which they have authority to vote, in favour of the resolutions.
Please note: You do NOT need to appoint an alternate proxy if the Chairman of the Meeting is your primary proxy.
- 2. Instruct your proxy how to vote:** You can instruct your proxy how to vote by placing a tick in either the "For" or "Against" box in the box labelled "Voting Instructions". If you wish for your proxy to vote as she/he determines place a tick in the "Proxy Discretion" box. Your proxy CANNOT change the direction of your vote if you instruct them how to vote in this manner. If you do not expressly direct your proxy on how to vote by placing a tick a box, then your proxy cannot vote.
- 3. Sign the form:** Each Shareholder must sign the "Special Meeting Proxy Paper":
 - Individuals/Sole Proprietors: the Shareholder must sign the Special Meeting Proxy Paper.
 - Companies: a duly authorised representative of the Company must sign the Special Meeting Proxy Paper.
 - Joint Shareholders (including trusts, partnerships and estates): it is your responsibility to ensure that the person(s) signing the Special Meeting Proxy Paper is/are authorised to sign on behalf of, and bind, all joint holders.
 - Attorneys: if the Special Meeting Proxy Paper is signed under a power of attorney, it must be accompanied by a signed certificate of non-revocation of the power of attorney. The power of attorney under which the paper is signed must be sent with the paper if the power of attorney has not been previously produced to the Company.
- 4. Return the form:** Return the Special Meeting Proxy Paper as soon as possible. It must be received by the Returning Officer no later than 1.00pm on Tuesday, 7 December 2021.
 - Mail by separating, folding and inserting the proxy paper into the freepost envelope provided.

To ensure your Special Meeting Proxy Paper reaches the Returning Officer before the close of voting please **post no later than Wednesday, 1 December 2021.**

HOW TO APPOINT A CORPORATE REPRESENTATIVE

In the case of a Shareholder that is a company or other body corporate, a representative can be appointed to attend the Special Meeting by completing the proxy form. In this form, proxy can mean proxy or representative appointed for a company or other body corporate or entity.

REVOKING YOUR APPOINTMENT

A Shareholder can still attend, even if they have appointed a proxy (although Shareholders attending virtually will not be able to vote if a proxy has been appointed). If you change your mind on the appointment of a proxy or representative, you can revoke the appointment by written notice to the Company. Such notice must be received at the registered office of the Company - Fonterra Special Meeting, Fonterra Co-operative Group Limited, Private Bag 92032, Auckland 1142 no later than 1.00pm on Tuesday, 7 December 2021.

**PROXY APPOINTMENT CLOSSES AT:
1.00PM ON TUESDAY, 7 DECEMBER 2021**

Combined Special Meeting Voting / Proxy Paper



YOU CAN VOTE IN **ONE** OF THE FOLLOWING WAYS:

1

POSTAL VOTING (INCLUDING ELECTRONICALLY) – CLOSSES AT 1.00PM ON TUESDAY, 7 DECEMBER 2021

Either:

- (a) Post the completed "Special Meeting Voting Paper" to electionz.com in the freepost reply envelope provided.

To ensure your Voting Paper reaches the Returning Officer before the close of voting please post no later than Wednesday, 1 December 2021.

Or

- (b) Electronically via Farm Source website at: www.nzfarmsource.co.nz

- Login using your Farm Source login and password.
- Follow the voting links from the homepage.
- Enter your Personal Identification Number (PIN) and password – see below.

IMPORTANT: By entering the PIN and password you warrant and undertake that you are authorised to exercise the vote of this shareholder.

After voting online, you do not need to submit this Voting Paper and it can be destroyed.

PIN

PASSWORD

2

AT THE MEETING – FROM 1.00PM ON THURSDAY, 9 DECEMBER 2021

If you plan to attend the meeting in person, bring this form with you.

Voting instructions:

- Indicate your vote with a tick
- When advised by the Chairman of the Meeting, pass the completed Voting Paper to an official of the meeting.

If you plan to attend the meeting virtually, please vote via the virtual meeting platform:

<https://edge.media-server.com/mmc/go/Fonterra-Meeting>

- Login using name, contact number and supply number(s)
- Follow the voting links from the homepage.
- Enter your Personal Identification Number (PIN) and password – see above.

3

BY PROXY – RECEIVED BY 1.00PM ON TUESDAY, 7 DECEMBER 2021

Appoint a person to attend the Special Meeting and vote on your behalf. A proxy need not be a Shareholder.

Please only use one of these voting methods

For enquiries phone the ELECTION HELPLINE: 0800 666 034

**POSTAL VOTING (INCLUDING ELECTRONICALLY) CLOSSES AT:
1.00PM ON TUESDAY, 7 DECEMBER 2021**

Special Meeting Voting Paper

Use this paper to vote by post or by attending the Special Meeting to vote in person. If voting online, either by way of electronic postal vote or online at the meeting, refer to instructions above.

Supply No.:	
Details of person completing this Voting Paper:	
First Name:	
Surname:	
Signature:	

	Indicate your vote with a tick ✓	FOR	AGAINST
1	Resolution 1: Approval of Capital Structure related Amendments to the Constitution	<input type="radio"/>	<input type="radio"/>

Special Meeting Proxy Paper

1.00pm, or if later, immediately after conclusion of Fonterra’s Annual Meeting of Shareholders, on Thursday, 9 December 2021, ILT Stadium Southland, Surrey Park Sports Centre, 18 Surrey Park Road, Invercargill. Shareholders can also attend the meeting virtually using the instructions in the Notice of Meeting.

Only use this proxy paper if you **do not** plan to attend the meeting but wish to be represented by a proxy holder at the meeting. This paper can also be used by a Shareholder that is a company or other body corporate to appoint a representative. There are no voting restrictions on the resolutions to be considered at the meeting.

A: Shareholder Details	
Name:	Supply Number:
	Party Number:

B: Appointment of Proxy <i>If you wish to appoint someone as your proxy, insert their full name and address below. The Chairman of the Meeting is willing to act as a proxy.</i> Primary Proxy: I/We appoint: Full name of your proxy: Full address of your proxy: as my/our proxy to vote for me/us on my/our behalf at the Special Meeting of Shareholders to be held at 1.00pm, or if later, immediately after conclusion of Fonterra’s Annual Meeting of Shareholders, on Thursday, 9 December 2021 and at any adjournment of that Special Meeting. Alternate Proxy: <i>You do not need to appoint an alternate proxy but it is recommended that you do so, unless you are appointing the Chairman of the Meeting as proxy. The Chairman of the Meeting is willing to act as an alternate proxy.</i> If the person I/we have appointed is unable to be my/our proxy then I/we appoint: Full name of your alternate proxy: Full address of your alternate proxy:
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C: Voting Instructions You only need to complete this section if you want to instruct your proxy holder how to vote.	FOR	AGAINST	PROXY DISCRETION
1 Resolution 1: Approval of Capital Structure related Amendments to the Constitution	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Signature(s) of Shareholder(s) named in Section A (Please see signing instructions on the next page.) By signing this form, I/we warrant and undertake that I/we are authorised to sign on behalf of, and bind, the Shareholder(s) named in Section A.	
Name of Shareholder:	Signature:
Full name and title of signatory:	Date:
Name of Shareholder:	Signature:
Full name and title of signatory:	Date:
Name of Shareholder:	Signature:
Full name and title of signatory:	Date:

If you are appointing a proxy, return this paper as soon as possible. It must be received by the Returning Officer no later than **1.00pm Tuesday, 7 December 2021**.
Mail by separating, folding and inserting the proxy paper into the freepost envelope provided.

Fonterra Online Meeting Guide 2021



Before you begin

Ensure your operating system (desktop, mobile) and browser is supported:

Browsers	Desktop operating systems	Mobile operating systems
<ul style="list-style-type: none">Google Chrome (two latest versions)Microsoft Internet Explorer 11Microsoft Edge (two latest versions)Firefox (two latest versions)Safari (two latest versions)	<ul style="list-style-type: none">Windows 7 (latest service pack)Windows 8.1 (latest service pack)Windows 10 (latest version)OS X 10.11 El CapitanmacOS 10.12 SierramacOS 10.13 High Sierra	<ul style="list-style-type: none">iOS 10 and aboveAndroid 4.4 and above

To access the meeting online click on the link below, or copy and paste the link to your browser:

<https://edge.media-server.com/mmc/go/Fonterra-Meeting>

A screenshot of the Fonterra Meeting 2021 registration form. The form is displayed on a blue background with a white header. The header includes the Fonterra logo and the text 'Dairy for life'. The main title of the form is 'Fonterra Meeting 2021'. The form contains several input fields: 'First name *', 'Last name *', 'Contact Number *', 'Supply Number (if applicable)', 'Proxy Name (if applicable)', and 'Organisation (if applicable)'. Each field has a corresponding label and a small asterisk indicating it is mandatory. There is a 'Submit' button at the bottom left of the form. The date and time '12/09/2021 10:00am' are displayed in the top right corner of the form area.

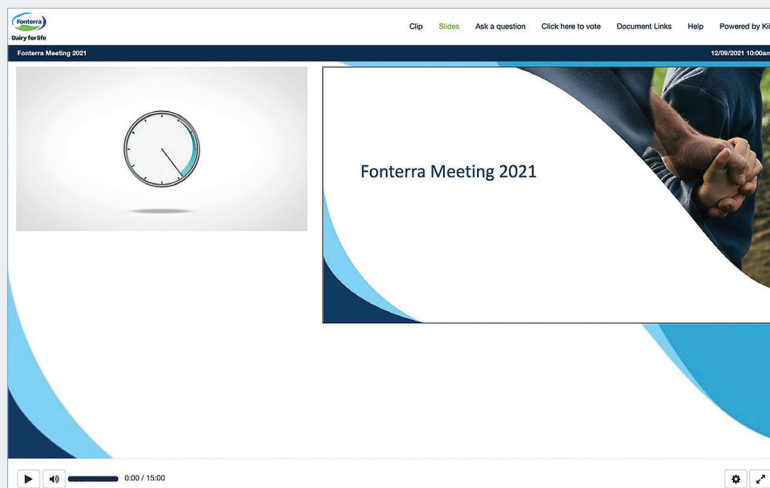
Enter your First Name, Last Name, and Contact Number. These fields are mandatory.

Please enter your Supply Number(s).

If you are a Proxy, enter your name.

If you are an invitee from another organisation, enter the name of the company.

Click on "Submit"



The video stream will appear in the left hand screen and begin to play automatically. This will be live once the meeting begins. If it does not play automatically, click on the “play” icon in the bottom left corner of the screen to begin. The volume control is next to this. The PowerPoint presentation will appear in the right hand screen.

How to vote

If you have not already voted and wish to vote during the meeting, click on “Click here to vote” in the top menu bar. This will open a new tab in your browser taking you to the Electionz voting page.

You will need your Personal Identification Number (PIN) and password from your voting pack.

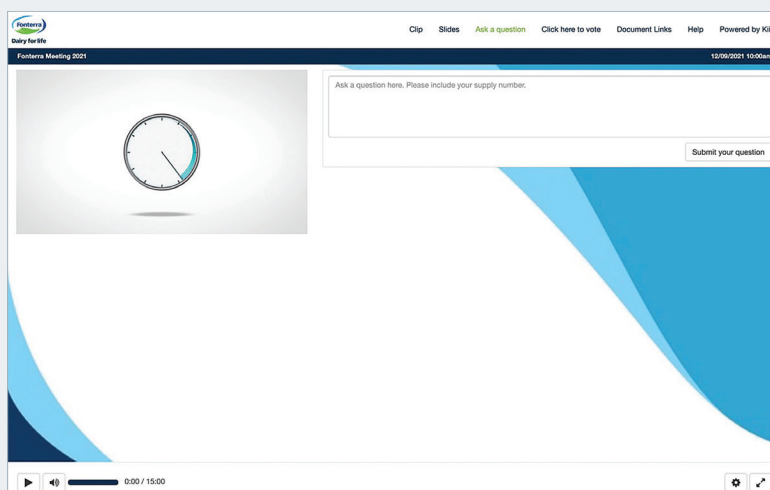
By entering the PIN and password you warrant and undertake that you are authorised to exercise the vote of this Shareholder.

The password is case sensitive and must be entered as it appears on your voting paper.

The Chairman will announce to the meeting when online voting on the resolutions opens and closes. After voting online, you do not need to submit your Voting Paper and it can be destroyed.

Asking a Question

In the top menu bar, click on “Ask a question”.



Enter your question and Supply Number(s) in the box on the right of the viewing panel and click “Submit your question” to send. Click on “Slides” in the top menu bar to return to the PowerPoint presentation.

Technical Help

Click on the “Help” button in the top menu bar or phone support will be available on the day of the event and throughout the meeting by calling 09 300 3069.

Document Links

Meeting Guide, Notice of Annual Meeting and Notice of Special Meeting documents can be accessed by clicking Document Links in the top menu bar.