

# Form 604

## Corporations Act 2001 Section 671B

### Notice of change of interests of substantial holder

To Company Name/Scheme **Nufarm Limited**

ACN/ARSN 091 323 312

#### 1. Details of substantial holder(1)

Name **Nufarm Limited including its associates.**

There was a change in the interests of the substantial holder on 10 May 2011

The previous notice was given to the company on 28 May 2010

The previous notice was dated 28 May 2010

#### 2. Previous and present voting power

The total number of votes attached to all the voting shares in the company or voting interests in the scheme that the substantial holder or an associate (2) had a relevant interest (3) in when last required, and when now required, to give a substantial holding notice to the company or scheme, are as follows:

Class of securities (4)	Previous notice		Present notice	
	Person's votes	Voting power (5)	Person's votes	Voting power (5)
Ordinary shares	52,350,412	19.998%	56,855,146	21.71%

#### 3. Changes in relevant interests

Particulars of each change in, or change in the nature of, a relevant interest of the substantial holder or an associate in voting securities of the company or scheme, since the substantial holder was last required to give a substantial holding notice to the company or scheme are as follows:

Date of change	Person whose relevant interest changed	Nature of change (6)	Consideration given in relation to change (7)	Class and number of securities affected	Person's votes affected
2 June 2010	Nufarm Limited	On market purchase by Sumitomo Chemical Company Ltd.	\$5.82 per share	4,734	4,734
2 June 2010	Sumitomo Chemical Company Ltd	On market purchase by Sumitomo Chemical Company Ltd.	\$5.82 per share	4,734	4,734
10 May 2011	Nufarm Limited	Off market purchase by Sumitomo Chemical Company Ltd of 4,453,498 ordinary shares from Falls Creek No. 2 Pty Ltd pursuant to a	\$5.28 per share	4,500,000	4,500,000

		Share Purchase Agreement dated 10 May 2011 and an off market purchase of 46,502 ordinary shares from Grantali Pty Ltd pursuant to a Share Purchase Agreement dated 10 May 2011. Trades will be settled by an on market crossing. Copies of these Share Purchase Agreements have been provided to ASX with this notice in accordance with S 671 b(4) of the Corporations Act.			
10 May 2011	Sumitomo Chemical Company Limited	Off market purchase by Sumitomo – as above.	\$5.28	4,500,000	4,500,000

#### 4. Present relevant interests

Particulars of each relevant interest of the substantial holder in voting securities after the change are as follows:

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Nature of relevant interest (6)	Class and number of securities	Person's votes
Nufarm Limited	Sumitomo Chemical Company Limited	Sumitomo Chemical Company Limited	Nufarm has a relevant interest in the shares held by Sumitomo. The relevant interest arises under a Shareholder Deed dated 22 January 2010 between Nufarm and Sumitomo which contains certain obligations relating to the voting and disposal of shares in Nufarm by Sumitomo.  A copy of the Shareholder Deed was provided to ASX on 1 February 2010 and sent to Nufarm shareholders for the purpose of the extraordinary general meeting held on 2 March 2010.	56,855,146 ordinary shares	56,855,146
Sumitomo Chemical Company Limited	Sumitomo Chemical Company Limited	Sumitomo Chemical Company Limited	Registered holder	56,855,146 ordinary shares	56,855,146

#### 5. Changes in association

The persons who have become associates (2) of, ceased to be associates of, or have changed the nature of their association (9) with, the substantial holder in relation to voting interests in the company or scheme are as follows:

Name and ACN/ARSN (if applicable)	Nature of association
N/A	N/A

## 6. Addresses

The addresses of persons named in this form are as follows:

Name	Address
Nufarm Limited	103-105 Pipe Road, Laverton North, Victoria 3026
Sumitomo Chemical Company Limited	27-1, Shinkawa 2-chome, Chuo-ku, Tokyo 104-8260, Japan

## Signature

print name      Rodney Heath      capacity      Company Secretary

sign here



date      13 May 2011

## DIRECTIONS

- (1) If there are a number of substantial holders with similar or related relevant interests (eg. a corporation and its related corporations, or the manager and trustee of an equity trust), the names could be included in an annexure to the form. If the relevant interests of a group of persons are essentially similar, they may be referred to throughout the form as a specifically named group if the membership of each group, with the names and addresses of members is clearly set out in paragraph 6 of the form.
- (2) See the definition of "associate" in section 9 of the Corporations Act 2001.
- (3) See the definition of "relevant interest" in sections 608 and 671B(7) of the Corporations Act 2001.
- (4) The voting shares of a company constitute one class unless divided into separate classes.
- (5) The person's votes divided by the total votes in the body corporate or scheme multiplied by 100.
- (6) Include details of:
  - (a) any relevant agreement or other circumstances because of which the change in relevant interest occurred. If subsection 671B(4) applies, a copy of any document setting out the terms of any relevant agreement, and a statement by the person giving full and accurate details of any contract, scheme or arrangement, must accompany this form, together with a written statement certifying this contract, scheme or arrangement; and
  - (b) any qualification of the power of a person to exercise, control the exercise of, or influence the exercise of, the voting powers or disposal of the securities to which the relevant interest relates (indicating clearly the particular securities to which the qualification applies).

See the definition of "relevant agreement" in section 9 of the Corporations Act 2001.
- (7) Details of the consideration must include any and all benefits, money and other, that any person from whom a relevant interest was acquired has, or may, become entitled to receive in relation to that acquisition. Details must be included even if the benefit is conditional on the happening or not of a contingency. Details must be included of any benefit paid on behalf of the substantial holder or its associate in relation to the acquisitions, even if they are not paid directly to the person from whom the relevant interest was acquired.
- (8) If the substantial holder is unable to determine the identity of the person (eg. if the relevant interest arises because of an option) write "unknown".
- (9) Give details, if appropriate, of the present association and any change in that association since the last substantial holding notice.



# Share Purchase Agreement

**Grantall Pty Ltd ACN 005 524 854 (Seller)**

**Sumitomo Chemical Company, Limited (Purchaser)**

Jones Day  
Aurora Place  
Level 41, 88 Phillip Street  
Sydney NSW 2000  
Tel: 61 2 8272 0500  
Fax: 61 2 8272 0599

[www.jonesday.com](http://www.jonesday.com)

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Share sale agreement dated

2011

Parties

Grantall Pty Ltd ACN 005 524 854 ("Seller")

Sumitomo Chemical Company, Limited ("Purchaser")

**Background**

- A. The Seller is the legal and beneficial owner of the Sale Shares.
- B. The Seller has agreed to sell and the Purchaser has agreed to purchase the Sale Shares upon the terms and conditions contained in this Agreement.

**Operative provisions**

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**1. Definitions and Interpretation**

**1.1 Definitions**

In this Agreement:

"**Act of insolvency**" means the occurrence of any of the following events or circumstances:

- (a) a party is dissolved (other than pursuant to a solvent consolidation, reconstruction, amalgamation or merger); or
- (b) a party becomes insolvent or is unable to pay all its debts as and when they become due and payable; or
- (c) a party makes a general assignment, arrangement, reorganisation or composition with or for the benefit of its creditors; or
- (d) a party has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a solvent consolidation, reconstruction, amalgamation or merger); or
- (e) a party seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver or other similar official for it or for all or substantially all its assets; or
- (f) a party has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within 90 days thereafter; or
- (g) a party takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts.

"**ASX Settlement Operating Rules**" means the settlement rules of ASX Settlement Pty Ltd, the body which operates the CHES system in Australia for the purpose of settling transactions in certain financial products.

"**Business Day**" means a day (not being a Saturday, Sunday or a public holiday) on which banks are open for business in Sydney, Australia and Tokyo, Japan.

"**CHES**" means the Clearing House Electronic Subregister System.

"**CHES Subregister**" has the meaning given in the ASX Settlement Operating Rules.

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"**Completion**" means completion of the sale and purchase of the Sale Shares in accordance with the terms of this Agreement.

"**Controlling Participant**" means the Participant that has the capacity in CHESS to transfer the Sale Shares.

"**Encumbrance**" means any mortgage, charge, pledge, lien, encumbrance, assignment, hypothecation, security interest, title retention, preferential right, trust arrangement, contractual right of set-off or any other security agreement or arrangement in favour of any person.

"**HIN**" has the meaning given in the ASX Settlement Operating Rules.

"**Immediately Available Funds**" means cash, bank cheque, electronic funds transfer, or such other method agreed by the parties.

"**Inside Information**" has the meaning given to that term in Section 1042A of the *Corporations Act 2001* (Cth).

"**Issuer Sponsored Holding**" has the meaning given in the ASX Settlement Operating Rules.

"**Issuer Sponsored Subregister**" has the meaning given in the ASX Settlement Operating Rules.

"**Nufarm**" means Nufarm Limited.

"**Participant**" means a participant as defined in the ASX Settlement Operating Rules.

"**Purchase Price**" means \$245,530.56 being the price for the Sale Shares based on the volume weighted average price at which shares in Nufarm Limited traded during the 3 month period ending at the end of April 2011.

"**Related Body Corporate**" has the meaning given in section 9 of the *Corporations Act 2001* (Cth).

"**Sale Shares**" means 46,502 shares in the capital of Nufarm.

"**SRN**" has the meaning given in the ASX Settlement Operating Rules.

"**State**" means the State of New South Wales.

"**Transaction**" means the sale and the purchase of the Sale Shares effected by and contemplated by this Agreement.

## 1.2 Interpretation

In this Agreement:

(a) headings are for convenience only and do not affect interpretation;

and unless the context indicates a contrary intention:

- (b) the expression "**person**" includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
- (c) a reference to any party includes that party's executors, administrators, successors and permitted assigns and transferees, including any person taking by way of novation;
- (d) a reference to any document (including this Agreement) is to that document as varied, novated, ratified or replaced from time to time;

- (e) a reference to any statute or to any statutory provision includes any statutory modification or re-enactment of it or any statutory provision substituted for it, and all ordinances, by-laws, regulations, rules and statutory instruments (however described) issued under it;
- (f) words importing the singular include the plural (and vice versa), and words indicating a gender include every other gender;
- (g) references to parties, clauses, schedules, exhibits or annexures are references to parties, clauses, schedules, exhibits and annexures to or of this Agreement, and a reference to this Agreement includes any schedule, exhibit or annexure to this Agreement;
- (h) where a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (i) references to payments to any party to this Agreement include payments to another person upon the direction of such party;
- (j) all payments to be made under this Agreement will be made in Immediately Available Funds;
- (k) the word "**includes**" in any form is not a word of limitation; and
- (l) a reference to "AUD", "\$" or "**dollar**" is to Australian currency.

### **1.3 Governing law**

This Agreement is governed by and will be construed according to the laws of the State.

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## **2. Sale of Sale Shares**

### **2.1 Sale of Sale Shares**

The Seller agrees to sell to the Purchaser, and the Purchaser agrees to purchase from the Seller, the Sale Shares together with all rights attached to them, for the Purchase Price free and clear of all Encumbrances and other third party rights, on and with effect from Completion, on the terms of this Agreement.

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## **3. Purchase Price**

### **3.1 Amount and payment**

The price payable for the Sale Shares is the Purchase Price, which is payable in accordance with Clause 4.3.

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## **4. Completion**

### **4.1 Time and place for Completion**

Completion will take place immediately following the signing of this Agreement at Level 41, Aurora Place, 88 Phillip Street, Sydney NSW 2000.

### **4.2 Seller's completion obligations**

At Completion, the Seller must give the Purchaser all relevant details for the Sale Shares including:



- (a) if the Sale Shares are on an Issuer Sponsored Subregister:
- (i) a transfer of the Sale Shares duly executed by the Seller in a form recommended by the Securities Registrars Association of Australia Inc; and
  - (ii) a copy of the Seller's Issuer Sponsored Holding statement showing the holding of those Sale Shares and its SRN; or
- (b) if the Sale Shares are on a CHESS Subregister:
- (i) the Seller's HIN; and
  - (ii) the Seller's written instruction to its Controlling Participant to deliver those Sale Shares to the Purchaser,

and procure the performance of all that is required under the ASX Settlement Operating Rules to enable the Sale Shares to be acquired by the Purchaser.

#### 4.3 Purchaser's completion obligations

At Completion, the Purchaser must pay the Purchase Price to the Seller (or as the Seller directs) in Immediately Available Funds into the account specified below:

**Account name:** Arnold Bloch Leibler Trust Account  
**Account number:** 7750 69804  
**Bank:** ANZ Banking Group Ltd  
**Branch:** 388 Collins Street, Melbourne  
**BSB:** 013 006  
**Swift code:** ANZBAU3M

#### 4.4 Proxy

From Completion until the Sale Shares are registered in the name of the Purchaser, the Seller must:

- (a) appoint the Purchaser as the sole proxy of the Seller in respect of the Sale Shares to attend Nufarm member meetings and exercise the votes attaching to the Sale Shares;
- (b) not vote the Sale Shares at any Nufarm meetings; and
- (c) take all other action in the capacity of a registered holder of the Sale Shares as the Purchaser directs.

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## 5. Representations and warranties

### 5.1 Seller's representations and warranties

The Seller, acknowledging that the Purchaser is entering into this Agreement in reliance upon the same, represents and warrants on Completion that:

- (a) it is duly incorporated and validly existing under the laws of Australia;
- (b) it has the power to enter into this Agreement and comply with its obligations hereunder in accordance with the terms of this Agreement and has taken all necessary action to authorise the entry into this Agreement;

- (c) this Agreement constitutes its legal, valid, binding and enforceable obligations;
- (d) the entry into and performance by it of, and the Transaction, does not and will not conflict with:
  - (i) any law or regulation applicable to it;
  - (ii) its constitutional documents; or
  - (iii) any agreement or instrument binding upon it or any of its assets;
- (e) the Seller is the legal and beneficial owner of the Sale Shares which will, at Completion, be free of any Encumbrance and other third party rights and interests, and the Seller has complete and unrestricted power and right to sell, assign and transfer the Sale Shares to the Purchaser;
- (f) the Sale Shares are fully paid up;
- (g) no Act of Insolvency has occurred in relation to it;
- (h) the Seller is not in possession of any Inside Information; and
- (i) there are no outstanding options, contracts, calls, first refusals, commitments, rights or demands of any kind relating to the Sale Shares, nor does any person have any rights of pre-emption in respect of any of the Sale Shares and the Seller has not entered into any agreement or commitment to create any of the foregoing.

## 5.2 Purchaser's representations and warranties

The Purchaser, acknowledging that the Seller is entering into this Agreement in reliance upon the same, represents and warrants on Completion that:

- (a) it is duly incorporated and validly existing under the laws of Japan;
- (b) it has the power to enter into this Agreement and comply with its obligations hereunder in accordance with the terms of this Agreement and has taken all necessary action to authorise the entry into this Agreement;
- (c) this Agreement constitutes its legal, valid, binding and enforceable obligations;
- (d) the entry into and performance by it of, and the Transaction, does not and will not conflict with:
  - (i) any law or regulation applicable to it;
  - (ii) its constitutional documents; or
  - (iii) any agreement or instrument binding upon it or any of its assets; and
- (e) no Act of Insolvency has occurred in relation to it.

## 5.3 Seller's indemnity

- (a) The Seller indemnifies the Purchaser against any loss suffered or incurred by the Purchaser by reason of any breach of this Agreement by the Seller.

## 5.4 Purchaser's indemnity

The Purchaser indemnifies the Seller against any loss suffered or incurred by the Seller by reason of any breach of this Agreement by the Purchaser.

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## 6. General

### 6.1 Further acts

Each party will promptly do and perform all further acts and execute and deliver all further documents (in form and content reasonably satisfactory to that party) required by law or reasonably requested by any other party to give effect to this Agreement.

### 6.2 Notices

Any communication under or in connection with this Agreement:

- (a) must be in writing;
  - (b) must be addressed as shown below:
    - if to the Seller:
      - Name: Grantali Pty Ltd
      - Address: 38 Edwards Street, Essendon 3040
      - For the attention of: Doug Rathbone, and
    - if to the Purchaser:
      - Name: Sumitomo Chemical Company, Limited
      - Address: 27-1, Shinkawa 2-chome, Chuo-ku, Tokyo 104-8620, Japan
      - Fax no: 81-3-5543-5929
      - For the attention of: Planning & Coordination Office, Health & Crop Sciences Sector
- (or as otherwise notified by that party to the other party from time to time);
- (c) must be signed by the party making the communication or (on its behalf) by the solicitor for, or by any attorney, director, secretary, or authorised signatory of, that party;
  - (d) must be delivered or posted by registered mail to the address, or sent by fax to the number, of the addressee, in accordance with clause 6.2; and
  - (e) will be deemed to be received by the addressee:
    - (i) in the case of registered mail, on the third Business Day after the date of posting to an address within Australia, and on the fifth Business Day after the date of posting to an address outside Australia;
    - (ii) in the case of fax, at the local time (in the place of receipt of that fax) which then equates to the time at which that fax is sent as shown on the transmission report which is produced by the machine from which that fax is sent and which confirms transmission of that fax in its entirety, unless that local time is a non-Business Day, or is after 5.00 pm on a Business Day, in which event that communication will be deemed to be received at 9.00 am on the next Business Day; and
    - (iii) in the case of delivery by hand, on delivery at the address of the addressee as provided in clause 6.2 unless that delivery is made on a

non-Business Day, or after 5.00 pm on a Business Day, when that communication will be deemed to be received at 9.00 am on the next Business Day.

### **6.3 Jurisdiction**

- (a) Each party irrevocably submits to the non-exclusive jurisdiction of the courts of the State, and the courts competent to determine appeals from those courts, with respect to any proceedings which may be brought at any time relating in any way to this Agreement.
- (b) Each party irrevocably waives any objection it may now or in the future have to the venue of any proceedings, and any claim it may now or in the future have that any proceedings have been brought in an inconvenient forum, where that venue falls within paragraph (a) of this clause.

### **6.4 Amendment**

This Agreement may only be varied by a document signed by or on behalf of each of the parties.

### **6.5 Waiver**

- (a) Failure to exercise or enforce or a delay in exercising or enforcing or the partial exercise or enforcement of any right, power or remedy provided by law or under this Agreement by any party will not in any way preclude, or operate as a waiver of, any exercise or enforcement, or further exercise or enforcement of that or any other right, power or remedy provided by law or under this Agreement.
- (b) Any waiver or consent given by any party under this Agreement will only be effective and binding on that party if it is given or confirmed in writing by that party.
- (c) No waiver of a breach of any term of this Agreement will operate as a waiver of another breach of that term or of a breach of any other term of this Agreement.

### **6.6 Assignment**

- (a) Except as permitted by clause 6.6(b), a party may not assign, novate or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other party.
- (b) The Purchaser may assign or transfer any of its rights under this Agreement to its Related Body Corporate or its third party finance provider, without the prior written consent of the Seller.

### **6.7 Counterparts**

This Agreement may be executed in any number of counterparts and by the parties on separate counterparts. Each counterpart constitutes an original of this Agreement, all of which together constitute one agreement.

### **6.8 Merger**

No right or obligation of any party will merge on Completion. All rights and obligations under this Agreement survive the execution and delivery of any transfer or other document which implements the Transaction.

**6.9 Public announcements**

Following the signing of this Agreement, each of the parties will make the disclosure required by, and in accordance with, Part 6C.1 of the Corporations Act and co-operate to ensure that any substantial holder obligations are discharged efficiently.

**6.10 Expenses**

Each party will pay its own costs and expenses in connection with the negotiation, preparation, execution, and performance of this Agreement.

Signed as an agreement.

Executed by Grantall Pty Ltd by:

  
\_\_\_\_\_  
Director

DOUGLAS JOHN RATHBONE  
\_\_\_\_\_  
Name of Director in full

Executed by Sumitomo Chemical Company,  
Limited by:

  
\_\_\_\_\_  
Authorised Signatory

Kenjiro Fukubayashi  
Director & Senior Managing Executive Officer  
\_\_\_\_\_  
Name of Authorised Signatory in full

\_\_\_\_\_  
Signature of Director/Secretary

\_\_\_\_\_  
Name of Director/Secretary in full

\_\_\_\_\_  
Signature of Authorised Signatory

\_\_\_\_\_  
Name of Authorised Signatory in full



# Share Purchase Agreement

**Falls Creek No.2 Pty Ltd ACN 053 284 585 (Seller)**

**Sumitomo Chemical Company, Limited (Purchaser)**

Jones Day  
Aurora Place  
Level 41, 88 Phillip Street  
Sydney NSW 2000  
Tel: 61 2 8272 0500  
Fax: 61 2 8272 0599

**[www.jonesday.com](http://www.jonesday.com)**

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Share sale agreement dated

2011

Parties

Falls Creek No.2 Pty Ltd ACN 053 284 585 ("Seller")

Sumitomo Chemical Company, Limited ("Purchaser")

## Background

- A. The Seller is the legal and beneficial owner of the Sale Shares.
- B. The Seller has agreed to sell and the Purchaser has agreed to purchase the Sale Shares upon the terms and conditions contained in this Agreement.

## Operative provisions

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### 1. Definitions and Interpretation

#### 1.1 Definitions

In this Agreement:

"**Act of Insolvency**" means the occurrence of any of the following events or circumstances:

- (a) a party is dissolved (other than pursuant to a solvent consolidation, reconstruction, amalgamation or merger); or
- (b) a party becomes insolvent or is unable to pay all its debts as and when they become due and payable; or
- (c) a party makes a general assignment, arrangement, reorganisation or composition with or for the benefit of its creditors; or
- (d) a party has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a solvent consolidation, reconstruction, amalgamation or merger); or
- (e) a party seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver or other similar official for it or for all or substantially all its assets; or
- (f) a party has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within 90 days thereafter; or
- (g) a party takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts.

"**ASX Settlement Operating Rules**" means the settlement rules of ASX Settlement Pty Ltd, the body which operates the CHES system in Australia for the purpose of settling transactions in certain financial products.

"**Business Day**" means a day (not being a Saturday, Sunday or a public holiday) on which banks are open for business in Sydney, Australia and Tokyo, Japan.

"**CHES**" means the Clearing House Electronic Subregister System.

"**CHES Subregister**" has the meaning given in the ASX Settlement Operating Rules.

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"**Completion**" means completion of the sale and purchase of the Sale Shares in accordance with the terms of this Agreement.

"**Controlling Participant**" means the Participant that has the capacity in CHESS to transfer the Sale Shares.

"**Encumbrance**" means any mortgage, charge, pledge, lien, encumbrance, assignment, hypothecation, security interest, title retention, preferential right, trust arrangement, contractual right of set-off or any other security agreement or arrangement in favour of any person.

"**HIN**" has the meaning given in the ASX Settlement Operating Rules.

"**Immediately Available Funds**" means cash, bank cheque, electronic funds transfer, or such other method agreed by the parties.

"**Inside Information**" has the meaning given to that term in Section 1042A of the *Corporations Act 2001* (Cth).

"**Issuer Sponsored Holding**" has the meaning given in the ASX Settlement Operating Rules.

"**Issuer Sponsored Subregister**" has the meaning given in the ASX Settlement Operating Rules.

"**Nufarm**" means Nufarm Limited.

"**Participant**" means a participant as defined in the ASX Settlement Operating Rules.

"**Purchase Price**" means \$23,514,469.44, being the price for the Sale Shares based on the volume weighted average price at which shares in Nufarm Limited traded during the 3 month period ending at the end of April 2011.

"**Related Body Corporate**" has the meaning given in section 9 of the *Corporations Act 2001* (Cth).

"**Sale Shares**" means 4,453,498 shares in the capital of Nufarm.

"**SRN**" has the meaning given in the ASX Settlement Operating Rules.

"**State**" means the State of New South Wales.

"**Transaction**" means the sale and the purchase of the Sale Shares effected by and contemplated by this Agreement.

## 1.2 Interpretation

In this Agreement:

(a) headings are for convenience only and do not affect interpretation;

and unless the context indicates a contrary intention:

(b) the expression "**person**" includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;

(c) a reference to any party includes that party's executors, administrators, successors and permitted assigns and transferees, including any person taking by way of novation;

(d) a reference to any document (including this Agreement) is to that document as varied, novated, ratified or replaced from time to time;

- (e) a reference to any statute or to any statutory provision includes any statutory modification or re-enactment of it or any statutory provision substituted for it, and all ordinances, by-laws, regulations, rules and statutory instruments (however described) issued under it;
- (f) words importing the singular include the plural (and vice versa), and words indicating a gender include every other gender;
- (g) references to parties, clauses, schedules, exhibits or annexures are references to parties, clauses, schedules, exhibits and annexures to or of this Agreement, and a reference to this Agreement includes any schedule, exhibit or annexure to this Agreement;
- (h) where a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (i) references to payments to any party to this Agreement include payments to another person upon the direction of such party;
- (j) all payments to be made under this Agreement will be made in Immediately Available Funds;
- (k) the word "Includes" in any form is not a word of limitation; and
- (l) a reference to "AUD", "\$" or "dollar" is to Australian currency.

### **1.3 Governing law**

This Agreement is governed by and will be construed according to the laws of the State.

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## **2. Sale of Sale Shares**

### **2.1 Sale of Sale Shares**

The Seller agrees to sell to the Purchaser, and the Purchaser agrees to purchase from the Seller, the Sale Shares together with all rights attached to them, for the Purchase Price free and clear of all Encumbrances and other third party rights, on and with effect from Completion, on the terms of this Agreement.

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## **3. Purchase Price**

### **3.1 Amount and payment**

The price payable for the Sale Shares is the Purchase Price, which is payable in accordance with Clause 4.3.

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## **4. Completion**

### **4.1 Time and place for Completion**

Completion will take place immediately following the signing of this Agreement at Level 41, Aurora Place, 88 Phillip Street, Sydney NSW 2000.

### **4.2 Seller's completion obligations**

At Completion, the Seller must give the Purchaser all relevant details for the Sale Shares including:

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- (a) if the Sale Shares are on an Issuer Sponsored Subregister:
- (i) a transfer of the Sale Shares duly executed by the Seller in a form recommended by the Securities Registrars Association of Australia Inc; and
  - (ii) a copy of the Seller's Issuer Sponsored Holding statement showing the holding of those Sale Shares and its SRN; or
- (b) if the Sale Shares are on a CHESS Subregister:
- (i) the Seller's HIN; and
  - (ii) the Seller's written instruction to its Controlling Participant to deliver those Sale Shares to the Purchaser,

and procure the performance of all that is required under the ASX Settlement Operating Rules to enable the Sale Shares to be acquired by the Purchaser.

#### 4.3 Purchaser's completion obligations

At Completion, the Purchaser must pay the Purchase Price to the Seller (or as the Seller directs) in Immediately Available Funds into the account specified below:

**Account name:** Arnold Bloch Leibler Trust Account  
**Account number:** 7750 69804  
**Bank:** ANZ Banking Group Ltd  
**Branch:** 388 Collins Street, Melbourne  
**BSB:** 013 006  
**Swift code:** ANZBAU3M

#### 4.4 Proxy

From Completion until the Sale Shares are registered in the name of the Purchaser, the Seller must:

- (a) appoint the Purchaser as the sole proxy of the Seller in respect of the Sale Shares to attend Nufarm member meetings and exercise the votes attaching to the Sale Shares;
- (b) not vote the Sale Shares at any Nufarm meetings; and
- (c) take all other action in the capacity of a registered holder of the Sale Shares as the Purchaser directs.

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## 5. Representations and warranties

### 5.1 Seller's representations and warranties

The Seller, acknowledging that the Purchaser is entering into this Agreement in reliance upon the same, represents and warrants on Completion that:

- (a) it is duly incorporated and validly existing under the laws of Australia;
- (b) it has the power to enter into this Agreement and comply with its obligations hereunder in accordance with the terms of this Agreement and has taken all necessary action to authorise the entry into this Agreement;

- (c) this Agreement constitutes its legal, valid, binding and enforceable obligations;
- (d) the entry into and performance by it of, and the Transaction, does not and will not conflict with:
  - (i) any law or regulation applicable to it;
  - (ii) its constitutional documents; or
  - (iii) any agreement or instrument binding upon it or any of its assets;
- (e) the Seller is the legal and beneficial owner of the Sale Shares which will, at Completion, be free of any Encumbrance and other third party rights and interests, and the Seller has complete and unrestricted power and right to sell, assign and transfer the Sale Shares to the Purchaser;
- (f) the Sale Shares are fully paid up;
- (g) no Act of Insolvency has occurred in relation to it;
- (h) the Seller is not in possession of any Inside Information; and
- (i) there are no outstanding options, contracts, calls, first refusals, commitments, rights or demands of any kind relating to the Sale Shares, nor does any person have any rights of pre-emption in respect of any of the Sale Shares and the Seller has not entered into any agreement or commitment to create any of the foregoing.

## 5.2 Purchaser's representations and warranties

The Purchaser, acknowledging that the Seller is entering into this Agreement in reliance upon the same, represents and warrants on Completion that:

- (a) it is duly incorporated and validly existing under the laws of Japan;
- (b) it has the power to enter into this Agreement and comply with its obligations hereunder in accordance with the terms of this Agreement and has taken all necessary action to authorise the entry into this Agreement;
- (c) this Agreement constitutes its legal, valid, binding and enforceable obligations;
- (d) the entry into and performance by it of, and the Transaction, does not and will not conflict with:
  - (i) any law or regulation applicable to it;
  - (ii) its constitutional documents; or
  - (iii) any agreement or instrument binding upon it or any of its assets; and
- (e) no Act of Insolvency has occurred in relation to it.

## 5.3 Seller's indemnity

- (a) The Seller indemnifies the Purchaser against any loss suffered or incurred by the Purchaser by reason of any breach of this Agreement by the Seller.

## 5.4 Purchaser's indemnity

The Purchaser indemnifies the Seller against any loss suffered or incurred by the Seller by reason of any breach of this Agreement by the Purchaser.

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**6. General**

**6.1 Further acts**

Each party will promptly do and perform all further acts and execute and deliver all further documents (in form and content reasonably satisfactory to that party) required by law or reasonably requested by any other party to give effect to this Agreement.

**6.2 Notices**

Any communication under or in connection with this Agreement:

(a) must be in writing;

(b) must be addressed as shown below:

if to the Seller:

Name: Falls Creek No.2 Pty Ltd

Address: 38 Edwards Street, Essendon 3040

For the attention of: Doug Rathbone, and

if to the Purchaser:

Name: Sumitomo Chemical Company, Limited

Address: 27-1 Shinkawa 2-chome, Chuo-ku, Tokyo 104-8260 Japan

Fax no: 81-3-5543-5929

For the attention of: Planning & Coordination Office, Health & Crop Sciences Sector

(or as otherwise notified by that party to the other party from time to time);

(c) must be signed by the party making the communication or (on its behalf) by the solicitor for, or by any attorney, director, secretary, or authorised signatory of, that party;

(d) must be delivered or posted by registered mail to the address, or sent by fax to the number, of the addressee, in accordance with clause 6.2; and

(e) will be deemed to be received by the addressee:

(i) in the case of registered mail, on the third Business Day after the date of posting to an address within Australia, and on the fifth Business Day after the date of posting to an address outside Australia;

(ii) in the case of fax, at the local time (in the place of receipt of that fax) which then equates to the time at which that fax is sent as shown on the transmission report which is produced by the machine from which that fax is sent and which confirms transmission of that fax in its entirety, unless that local time is a non-Business Day, or is after 5.00 pm on a Business Day, in which event that communication will be deemed to be received at 9.00 am on the next Business Day; and

(iii) in the case of delivery by hand, on delivery at the address of the addressee as provided in clause 6.2 unless that delivery is made on a

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non-Business Day, or after 5.00 pm on a Business Day, when that communication will be deemed to be received at 9.00 am on the next Business Day.

### **6.3 Jurisdiction**

- (a) Each party irrevocably submits to the non-exclusive jurisdiction of the courts of the State, and the courts competent to determine appeals from those courts, with respect to any proceedings which may be brought at any time relating in any way to this Agreement.
- (b) Each party irrevocably waives any objection it may now or in the future have to the venue of any proceedings, and any claim it may now or in the future have that any proceedings have been brought in an inconvenient forum, where that venue falls within paragraph (a) of this clause.

### **6.4 Amendment**

This Agreement may only be varied by a document signed by or on behalf of each of the parties.

### **6.5 Waiver**

- (a) Failure to exercise or enforce or a delay in exercising or enforcing or the partial exercise or enforcement of any right, power or remedy provided by law or under this Agreement by any party will not in any way preclude, or operate as a waiver of, any exercise or enforcement, or further exercise or enforcement of that or any other right, power or remedy provided by law or under this Agreement.
- (b) Any waiver or consent given by any party under this Agreement will only be effective and binding on that party if it is given or confirmed in writing by that party.
- (c) No waiver of a breach of any term of this Agreement will operate as a waiver of another breach of that term or of a breach of any other term of this Agreement.

### **6.6 Assignment**

- (a) Except as permitted by clause 6.6(b), a party may not assign, novate or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other party.
- (b) The Purchaser may assign or transfer any of its rights under this Agreement to its Related Body Corporate or its third party finance provider, without the prior written consent of the Seller.

### **6.7 Counterparts**

This Agreement may be executed in any number of counterparts and by the parties on separate counterparts. Each counterpart constitutes an original of this Agreement, all of which together constitute one agreement.

### **6.8 Merger**

No right or obligation of any party will merge on Completion. All rights and obligations under this Agreement survive the execution and delivery of any transfer or other document which implements the Transaction.

**6.9 Public announcements**

Following the signing of this Agreement, each of the parties will make the disclosure required by, and in accordance with, Part 6C.1 of the Corporations Act and co-operate to ensure that any substantial holder obligations are discharged efficiently.

**6.10 Expenses**

Each party will pay its own costs and expenses in connection with the negotiation, preparation, execution, and performance of this Agreement.



Signed as an agreement.

Executed by Falls Creek No.2 Pty Ltd by:

  
\_\_\_\_\_  
Director

DOUGLAS JOHN RATHBONE  
\_\_\_\_\_  
Name of Director in full

Executed by Sumitomo Chemical Company,  
Limited by:

  
\_\_\_\_\_  
Authorised Signatory

Kenjiro Fukubayashi  
Director & Senior Managing Executive Officer  
\_\_\_\_\_  
Name of Authorised Signatory in full

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Signature of Director/Secretary

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Name of Director/Secretary in full

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Signature of Authorised Signatory

\_\_\_\_\_  
Name of Authorised Signatory in full