

ASX Announcement

24 February 2023

WINGARA AG LIMITED – Notice of General Meeting and Proxy Form

Pursuant to ASX Listing Rule 3.17.1, please find attached a copy of the Notice of General Meeting of Wingara Ag Limited (ASX:WNR) (“**Wingara**” or the “**Company**”) and accompanying Proxy Form.

The General Meeting will be held in person at 10:00am (AEDT) at PAC Partners, Level 29, 360 Collins Street, Melbourne on Tuesday 28 March 2023.

This announcement has been authorised by Natalie Climo, Company Secretary.

For further information contact:

Marcello Diamante
Managing Director & Chief Executive Officer
Marcello.diamante@wingaraag.com.au

About Wingara AG Limited:

Wingara AG Limited aims to be the leader in the sale of agricultural products to the domestic and international markets, particularly focusing on the export of hay products to Asia. By adhering to the highest standards of production we ensure a reliable source of hay to our clients, enabling them to meet their business demands confident in the quality of our product.

We are also dedicated to supporting local producers and our commitment to providing an equitable relationship with Australian farmers allows us to source the best product available. Wingara is committed to ensuring we uphold the highest standards of integrity throughout the organisation, ensuring that we create an environment in which individuals continue to strive to meet our goals.

Forward-Looking Statements:

Certain statements made in this release are forward-looking statements and are based on Wingara AG's current expectations, estimates and projections. Words such as “anticipates,” “expects,” “intends,” “plans,” “believes,” “seeks,” “estimates,” “guidance” and similar expressions are intended to identify forward-looking statements. Although Wingara AG believes the forward-looking statements are based on reasonable assumptions, they are subject to certain risks and uncertainties, some of which are beyond Wingara AG's control, including those risks or uncertainties inherent in the process of both developing and commercialising technology. As a result, actual results could materially differ from those expressed or forecasted in the forward-looking statements. The forward-looking statements made in this release relate only to events as of the date on which the statements are made. Wingara AG will not undertake any obligation to release publicly any revisions or updates to these forward-looking statements to reflect events, circumstances or unanticipated events occurring after the date of this release except as required by law or by any appropriate regulatory authority.

Wingara AG Limited

ACN 009 087 469



Notice of General Meeting and Explanatory Memorandum to Shareholders

Date of Meeting

Tuesday, 28 March 2023

Time of Meeting

10:00am (AEDT)

Place of Meeting

To be held in person at PAC Partners, Level 29, 360 Collins Street, Melbourne, Victoria

Please read the Notice and the Explanatory Memorandum carefully and in their entirety. If you are unable to attend the General Meeting, please appoint a proxy in accordance with the directions in the "Appointment of proxies" section of the Notice.

If you are in doubt as to how you should vote, you should seek advice from your accountant, solicitor or other professional advisers prior to voting.

Important dates

Event	Date
Date of Notice of Meeting and Explanatory Memorandum	Friday 24 February 2023
Deadline for lodgement of proxy appointments online and return of Proxy Forms for the General Meeting	10:00am (AEDT) on Sunday 26 March 2023
Record date for determining eligibility to vote at the General Meeting	
General Meeting of Shareholders to approve Transaction	10:00am (AEDT) on Tuesday 28 March 2023
<i>The following dates (and all references throughout this Notice to such dates) are indicative only and will depend on the actual date of Completion for the Transaction. Wingara will confirm these dates through the ASX Market Announcements Platform (and on the 'Investor Centre' section of the Wingara website at www.wingaraag.com.au) as soon as it is able to do so.</i>	
Notification to ASX that Completion of the Transaction has occurred and that the Special Dividend will be paid.	Currently expected to be Thursday 6 April 2023 (subject to the timing of the satisfaction or waiver (as applicable) of the conditions precedent under the Share Sale Agreement and Business Sale Agreement).
Last day for trading in Shares on a 'cum Special Dividend' basis	Tuesday 11 April 2023
Shares commence trading on an 'ex Special Dividend' basis	Wednesday 12 April 2023
Record Date for determining entitlements to be paid the Special Dividend	7:00pm (AEDT) on Thursday 13 April 2023
Payment date in respect of the Special Dividend	Thursday 20 April 2023

All dates and times after the date of the General Meeting are indicative only and subject to change and assume that Completion under the Share Sale Agreement and Business Sale Agreement occurs on Thursday 6 April 2023 (which is subject to change depending on the timing of the satisfaction or waiver (as applicable) of the conditions precedent under the Share Sale Agreement and Business Sale Agreement).

Notice of General Meeting

Notice is hereby given that a General Meeting of members of **WINGARA AG LIMITED** (ACN 009 087 469) (**Wingara** or the **Company**) will be held as an in-person meeting on Tuesday 28 March 2023 at 10:00am (AEDT).

The Directors have resolved to hold a meeting of its members wholly at a physical venue where Shareholder will attend the Meeting in person at PAC Partners, Level 29, 360 Collins Street, Melbourne, Victoria. There will be **no** virtual access to this meeting.

In accordance with the requirements of the Corporations Act 2001 (Cth), those who have previously elected to receive communications from Wingara electronically (and have nominated an email address for that purpose) will receive an email containing a link to where they can download the Notice and a personalised Proxy Form in respect of the General Meeting. Shareholders who have previously elected to receive communications from Wingara in hard copy will be sent the Notice (enclosing a personalised Proxy Form in respect of the General Meeting) in hard copy.

The Notice of Meeting can also be viewed and downloaded by Shareholders from the following link www.wingaraag.com.au. Please refer to the Notice of Meeting for details on how to participate in the Meeting.

The Explanatory Memorandum accompanies and forms part of this Notice. The Explanatory Memorandum contains additional information on the matters to be considered at the Meeting.

Ordinary Business

RESOLUTION 1 – DISPOSAL OF MAIN UNDERTAKING

To consider and, if thought fit, pass the following as an **ordinary resolution**:

‘That, under and for the purposes of Listing Rule 11.2 and for all other purposes, approval is given for the disposal of the Raywood hay processing facility, being the main undertaking of the Company, by way of the sale of 100% of the shares on issue in JC Tanloden Victoria Pty Ltd in accordance with the terms of the Share Purchase Agreement and Raywood assets from Elect Performance Pty Ltd in accordance with the terms of a Business Sale Agreement, as described in the Explanatory Memorandum.’

This Resolution is subject to the voting exclusions set out at the end of this Notice of Meeting.

Details of the definitions and abbreviations used in this Notice of Meeting are set out in the Glossary to the Explanatory Memorandum, unless the context requires otherwise.

By the order of the Board
Dated 24 February 2023

Natalie Climo

Natalie Climo
Company Secretary

Notes

VOTING PROCEDURE

The Directors have resolved that Wingara will hold a meeting of its members wholly at one physical venue. Accordingly, the Meeting will be held in person. There will **not** be virtual access to the Meeting. All Shareholders will have the opportunity to attend and participate in the Meeting in person.

Shareholders are invited and encouraged to participate in the Meeting and vote.

Wingara encourages Shareholders to monitor the ASX and the Wingara website at www.wingaraag.com.au for updates (if any) following the issuing of this Notice of Meeting.

POLL AND REQUIRED MAJORITIES

The Chairman intends to call a poll on the resolution proposed at the Meeting.

For the resolution to be put to Shareholders at the Meeting, the resolution must be passed as an ordinary resolution, being by more than 50% of the votes cast on the resolution by Shareholders who are present and voting at the Meeting, or by proxy, attorney or, in the case of a corporation, its duly appointed corporate representative.

ENTITLEMENT TO VOTE AT THE MEETING

Wingara has determined that for the purpose of voting at the Meeting (or adjourned Meeting), Shareholders who are recorded in Wingara's register of Shareholders as at 10:00am (AEDT) on 26 March 2023 will be taken, for the purposes of the General Meeting, to be entitled to attend and vote at the Meeting.

APPOINTMENT OF PROXIES

1. If you are a Shareholder and you are unable to attend and vote at the Meeting, and wish to appoint a proxy, please go to www.wingaraag.com.au and appoint your proxy (or alternatively, complete and post a hard copy Proxy Form in accordance with the instructions below and on the hard copy Proxy Form). You will need your six-digit Control Number and your Securityholder Reference Number (**SRN**) or Holder Identification Number (**HIN**). Alternatively, you can scan the QR code on the Proxy Form with your mobile device and insert your post code.
2. The Proxy Form (and a certified copy of the power of attorney or other authority (if any) under which it is signed), must be received by our Share Registry, Computershare Investor Services, **no later than 10:00am (AEDT) on 26 March 2023 (being 48 hours before the Meeting)** at the address below or submitted electronically:

Computershare Investor Services Pty Limited
GPO Box 242, Melbourne, Victoria, 3001, Australia
or faxed to 1800 783 447 (within Australia) or +61 3 9473 2555 (outside Australia).

Proxy Forms may also be submitted online by visiting www.investorvote.com.au
3. Shareholders are encouraged to appoint a proxy online. If you wish to appoint a proxy by completing and posting a Proxy Form, please be aware of current postal timeframes, including the possibility of delays due to COVID-19 regulations and reduced frequency of deliveries. Further, even if you plan to participate in the Meeting, you are still encouraged to submit a directed proxy in advance of the Meeting so that your votes can still be counted if for any reason you cannot participate in the Meeting. Intermediary Online Subscribers (Custodians) may lodge their proxy instruction online by visiting www.intermediaryonline.com.
4. A corporation may elect to appoint a representative, rather than appoint a proxy, in accordance with the Corporations Act, in which case the Company will require written proof of the representative's appointment which must be lodged with or presented to the Company before the Meeting.
5. If the Chairman is appointed as a Shareholder's proxy or becomes their proxy by default, the Shareholder will be expressly authorising the Chairman to exercise the proxy in respect of the relevant item as the Chairman decides. The Chairman of the Meeting intends to vote all available (including undirected) proxies in favour of each item of business.

Shareholders are notified that the following applies to proxy appointments:

- (a) a Shareholder who is entitled to attend and cast a vote at the Meeting may appoint a proxy to attend the Meeting (online through the online meeting platform) and vote for the Shareholder;

- (b) the appointment of the proxy may specify the proportion or number of votes that the proxy may exercise on the appointing Shareholder's behalf;
- (c) a Shareholder who is entitled to cast two or more votes at the Meeting may appoint one or two proxies. If you wish to appoint a second proxy, a second hard copy Proxy Form should be used and you should clearly indicate on the second Proxy Form that it is a second proxy and not a revocation of your first proxy. Both Proxy Forms should be returned together in the same envelope. If you wish to appoint two proxies using hard copy Proxy Forms, you will need to obtain a second Proxy Form. Please contact the Share Registry on the telephone number below to obtain an additional Proxy Form. You cannot appoint a second proxy online. Where two proxies are appointed, each proxy should be appointed to represent a specified proportion of the Shareholder's voting rights. If a Shareholder appoints two proxies and the appointment does not specify the proportion or number of the Shareholder's votes that each proxy may exercise, each proxy may exercise half of that Shareholder's votes (with any fractions of votes disregarded);
- (d) a proxy may be an individual or a body corporate and need not be a Shareholder. If an eligible Shareholder appoints a body corporate as a proxy, the body corporate will need to ensure that it appoints an individual as the corporate representative and provides satisfactory evidence of that appointment. If a body corporate is appointed as a proxy, it must ensure that it appoints an individual as its corporate representative in accordance with sections 250D and 253B of the Corporations Act to exercise its powers as proxy at the Meeting;
- (e) if you hold Shares jointly with one or more other persons, in order for your proxy appointment to be valid, either Shareholder may sign the Proxy Form; and
- (f) each proxy will have the right to vote on the poll conducted at the Meeting and also to ask questions at the Meeting (in each case online through the online meeting platform).

If you have any queries about how to cast your votes, you can contact our Share Registry on 1300 850 505 (within Australia) or +61 3 9415 4000 (outside of Australia).

VOTING BY PROXY

You can direct your proxy to vote by following the instructions on the Proxy Form or online. You should consider how you wish your proxy to vote. That is, whether you want your proxy to vote 'for' or 'against', or 'abstain' from voting on, each resolution at the Meeting, or whether to leave the decision to the proxy after he or she has considered the matters discussed at the Meeting.

If you do not direct your proxy how to vote on the resolution, the proxy may vote, or abstain from voting, as he or she thinks fit. If you instruct your proxy to abstain from voting on an item of business, he or she is directed not to vote on your behalf, and the Shares the subject of the proxy appointment will not be counted in computing the required majority for each resolution at the Meeting.

If the Chairman is appointed as your proxy (or is appointed as your proxy by default), he can be directed how to vote by ticking the relevant boxes next to the relevant resolution on the Proxy Form or online (i.e. 'for', 'against' or 'abstain'). The Chairman is required to cast all votes as directed. The Chairman's intentions in respect of voting all undirected and other available proxies is set out in the Explanatory Memorandum to this Notice.

Any directed proxies that are not voted on a poll at the Meeting by a Shareholder's appointed proxy will automatically default to the Chairman, who is required to vote proxies as directed on a poll.

If you return your Proxy Form:

- (a) without identifying a proxy on it, you will be taken to have appointed the Chairman as your proxy to vote on your behalf; or
- (b) with a proxy identified on it (or otherwise validly appoint a proxy) but your proxy does not participate in the Meeting, the Chairman will act in place of your nominated proxy and vote in accordance with any directions on your Proxy Form or other proxy lodgement.

If you have appointed a proxy and participate in and vote at the Meeting, the authority of your proxy to participate and vote, on your behalf, is automatically suspended.

A vote given in accordance with the terms of a proxy appointment is valid despite the revocation of that appointment, unless notice in writing of the revocation has been received by the Share Registry before the start of the Meeting (or, if the Meeting is adjourned or postponed, before the resumption of the Meeting in relation to the resumed part of the Meeting) in any of the ways described above.

JOINTLY HELD SHARES

If Shares are jointly held, only one of the joint Shareholders is entitled to vote at the Meeting. If more than one joint Shareholder votes, only the vote of the Shareholder whose name appears first on the register of Shareholders will be counted.

SHAREHOLDER QUESTIONS

The Meeting will be live for participation by Shareholders and proxyholders. Although Shareholders will be provided with a reasonable opportunity to submit questions online at the Meeting, the Company requests that Shareholders submit any questions that they would like answered at the Meeting to the Company in advance of the Meeting by sending them by email to the following email address:

company.secretary@boardroomlimited.com.au.

Please note that not all questions may be able to be answered during the Meeting. In this case, answers may (at the Company's discretion) be made available in the 'Investor Centre' section of the Wingara's website after the Meeting at www.wingaraq.com.au.

TECHNICAL DIFFICULTIES

Technical difficulties may arise during the course of the Meeting. The Chairman has discretion as to whether and how the Meeting should proceed in the event that a technical difficulty arises. In exercising his discretion, the Chairman will have regard to the number of Shareholders impacted and the extent to which participation in the business of the Meeting is affected. Where he considers it appropriate, the Chairman may continue to hold the Meeting and transact business, including conducting a poll and voting in accordance with valid proxy instructions.

VOTING EXCLUSION STATEMENT

Resolution 1

Wingara will disregard any votes cast in favour of Resolution 1 by or on behalf of:

- (a) Balco Limited or any of its Associates; and
- (b) any other person who will obtain a material benefit as a result of the Transaction (except such a benefit received by a Shareholder solely in its capacity as a Shareholder) or any Associate of such a person.

However, the Company will not disregard a vote cast in favour of Resolution 1 if:

- (a) it is cast by a person as proxy or attorney for a person who is otherwise entitled to vote on Resolution 1 in accordance with directions given to the proxy or attorney to vote on Resolution 1 in that way;
- (b) it is cast by the Chairman as proxy or attorney for a person who is entitled to vote on Resolution 1 in accordance with a direction given to the Chairman to vote on Resolution 1 as the Chairman decides; or
- (c) it is cast by a Shareholder acting solely in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary, provided that the following conditions are met:
 - (i) the beneficiary provides written confirmation to the Shareholder that the beneficiary is not excluded from voting on Resolution 1, and is not an Associate of a person excluded from voting, on Resolution 1; and
 - (ii) the Shareholder votes on Resolution 1 in accordance with directions given by the beneficiary to the Shareholder to vote in that way.

Explanatory Memorandum

This Explanatory Memorandum has been prepared to help Shareholders understand the business to be put to Shareholders at the Meeting. This Explanatory Memorandum forms part of the Notice of Meeting and should be read in full in conjunction with the Notice of Meeting. Terms used in the Notice of Meeting and the Explanatory Memorandum are defined in the Glossary at the end of this Explanatory Memorandum.

A copy of this Notice of Meeting (including this Explanatory Memorandum) has been lodged with ASX. Neither ASX nor any of its officers takes any responsibility for the contents of this Notice of Meeting (including this Explanatory Memorandum).

RESOLUTION 1 – DISPOSAL OF MAIN UNDERTAKING

1.1 BACKGROUND

On 20 February 2023, Wingara announced to the ASX the sale of the Raywood hay processing facility to Balco Australia Pty Ltd (**Balco**) pursuant to a share sale agreement for 100% of the shares in JC Tanloden Victoria Pty Ltd and a business sale agreement for the Raywood assets held in Elect Performance Group Pty Ltd (collectively, the **Agreement**).

Wingara has two hay processing sites, Raywood and Epsom. Of the two sites, Epsom is the most productive hay processing site on an earnings per metric ton basis. Selling off the Raywood facility will allow Wingara to return to its core business at Epsom, a smaller processing site which requires less operational overhead. The funds from the sale of the Raywood facility will be used to pay off Wingara's debt and pay a dividend to shareholders. The funds will also allow Wingara to invest in machinery, infrastructure and people to increase hay processing machine uptime and efficiency.

The Wingara Board is considering potential new opportunities which may include a geographic expansion of the existing oaten hay and fodder division with the development and/ or acquisition of right-sized, profitable locations operations and expects to be able to provide an update to shareholders in the latter half of 2023.

Balco Australia Pty Ltd is a subsidiary of Balco Limited, a specialist processor and marketer of high-quality hay and fodder, with oaten hay, wheaten hay and straw representing Balco's core product range, with operations existing in South Australia and Western Australia. Established in 1990, in Balaklava, South Australia, the Balco business has grown to become a leading hay processor and exporter within Australia. A core focus on leading innovation, product quality and exploring new export markets has established Balco with a strong global presence.

Pursuant to the terms of the Agreement, Wingara has agreed to sell the Raywood hay processing facility to Balco for a total cash consideration of A\$15.0 million (subject to working capital adjustments).

The purchase of the Raywood Facility by Balco for A\$15.0 million (exclusive of GST and other regulatory taxes that are payable by Balco) will comprise:

- \$14,300,000 payable on settlement, comprising \$785,000 by way of repayment of the principal and interest on the Balco loan (as described in more detail below) and the balance as cash;;
- \$700,000 payable to an escrow account on settlement. The escrow amount shall be released six months after settlement and is conditional upon there being no warranty claims.

The principal and interest on the loan of approximately \$785,000 referred to above is for the loan advanced by Balco Limited to Wingara on 15 June 2022. The loan was advanced to Wingara by Balco Limited when the parties were previously negotiating an unrelated transaction which ultimately did not proceed. Please refer to the Wingara ASX Announcement dated 8 July 2022 for further information regarding the unrelated transaction.

Completion under the Agreement is conditional upon Shareholders approving the disposal of the Company's main undertaking under Listing Rule 11.2 (which is the subject of Resolution 1).

1.2 LISTING RULE 11.2

Listing Rule 11.2 requires an ASX-listed company to obtain the approval of its Shareholders before it disposes of its main undertaking. Following consultation with the ASX, Shareholder approval for the Transaction is being sought for the purposes of Listing Rule 11.2 at the Meeting (which is the purpose of Resolution 1).

Under the Agreement, Completion is conditional on Shareholders approving the Transaction for the purposes of Listing Rule 11.2. If Resolution 1 is passed at the Meeting, Wingara will be able to proceed with and complete the Transaction, subject to the satisfaction or waiver (as applicable) of the other

conditions precedent in the Agreement.

The Directors **unanimously recommend** that Shareholders vote in favour of Resolution 1. Each Director who holds or controls Shares¹ intends to vote those Shares in favour of Resolution 1.

The Company's single largest shareholder, NAOS Asset Management (which, as at the date of this Notice of Meeting, holds 74,938,381 Shares (representing 42.69% of the Shares on issue)) has notified the Board in writing that it intends to vote all Shares held by it in favour of the Transaction. NAOS Asset Management has consented to the inclusion of this statement in this Notice of Meeting.

1.3 RELATIONSHIP BETWEEN THE TRANSACTION AND THE DISTRIBUTION

Subject to Resolution 1 being passed by the required majority at the Meeting and Completion of the Transaction, the Company anticipates that it will have capital to pursue other investment opportunities. In addition to pursuing other investment opportunities, the Company intends to distribute, as described in section 1.6(c) of the section of this Explanatory Memorandum, the Company intends to distribute approximately A\$1.05 million to Shareholders as a Special Dividend.

Accordingly, Wingara intends that a portion of the Raywood Sale proceeds will be returned to Shareholders by way of the Special Dividend. Declaration and/or payment of the Special Dividend is subject to the full amount of consideration being received.

Prior to the Completion of the Transaction, Wingara will have sufficient existing cash reserves to fund any costs associated with the Transaction, in addition to ongoing cash flow and working capital requirements.

If Resolution 1 is not passed by the required majority at the Meeting, Wingara will not be able to proceed with the Transaction, the share sale agreement and business sale agreement may be terminated (by either the Company or Balco) in accordance with its terms, no Special Dividend will be made, and the Company will continue to operate the Raywood facility.

1.4 REASONS FOR THE TRANSACTION

The Directors believe that, having considered the advantages and disadvantages of the Transaction (as set out below), on balance, the Transaction is in the best interests of Shareholders.

(a) Potential advantages of the Transaction

The Board is of the view that the key advantages of the Transaction (and the key reasons why Shareholders may vote in favour of Resolution 1) are as follows:

- (i) Throughout the past 18 months, the Wingara Board and Senior Management have continuously assessed the operating footprint and product exposure of the Company. This review culminated in the recent sale of Austco Polar Cold Storage Pty Ltd and the decision now to divest the Raywood Facility. The impact of recent floods in northern Victoria and the NSW Riverina has reinforced the Company's strategy for the need to improve geographic diversity of the Company's processing operations, grower catchment region and agricultural product exposure. The Transaction will allow Wingara to consider potential new opportunities, which may include a geographic expansion of the existing oaten hay and fodder business through the development and/or acquisition of right-sized, profitable sites. Wingara expects to provide an update to shareholders in the latter half of 2023.
- (ii) In reaching its conclusion that the Transaction is in the best interests of Shareholders and determining that Wingara should sell the Raywood facility, the Board considered the outcome of the strategic review to deliver value to Shareholders, including continuing to deliver on growth opportunities. Following consideration of these matters, the Board unanimously concluded that:
 - the Transaction is the most attractive option for Shareholders and the Board considers that the Transaction consideration (being cash consideration of A\$15.0 million) recognises the current and inherent value of the Raywood facility; and
 - having regard to all relevant factors, on balance, the Board considers that the certainty from the all-cash Transaction consideration and the value inherent in the

¹ As at the date of this notice, Mr David Christie and Mr Marcello Diamante are the only Directors who hold or control Shares. Mr David Christie holds or controls 729,866 Shares (representing 0.42% of the Shares on issue). Mr Marcello Diamante holds or controls 2,807,428 Shares (representing 1.60% of the Shares on issue). Mr Brendan York does not personally hold or control any Shares

Transaction, together with the Special Dividend, will deliver greater benefits to Shareholders.

- (iii) the Transaction and the Special Dividend allows Shareholders to realise value in their investment in the Raywood facility (through their investment in Shares).
- (iv) the Company's majority shareholder, NAOS Asset Management (which, as at the date of this Notice of Meeting, holds 74,938,381 Shares (representing 42.69% of the Shares on issue)) has notified the Board in writing that it intends to vote all Shares held by it in favour of the Transaction;
- (v) The Transaction may have a positive impact on Wingara's share price as a result of a revised strategy comprising the pursuit of other potential investment opportunities (as described in section 1.5(e) of this section of the Explanatory Memorandum), a post transaction debt-free business and an improved working capital position. Wingara expects to retain approximately A\$4.3 million of cash after paying all transaction costs, repayment of debt and the Special Dividend to Shareholders.

(b) **Potential disadvantages of the Transaction**

The Board is of the view that the key disadvantages of the Transaction (and the key reasons why Shareholders may vote against Resolution 1) are as follows:

- (i) Shareholders may prefer to retain their investment in Wingara as it is currently comprised (and, consequently, their indirect exposure to the Raywood facility through their ownership of Shares) and have the opportunity to participate in the future financial performance of Wingara (inclusive of the Raywood facility);
- (ii) if the Transaction completes, the scale of the Company will be materially reduced and the liquidity of Shares may decrease. Refer to section 1.6 of the section of this Explanatory Memorandum for an overview of Wingara's remaining operations if the Transaction proceeds. This may affect the market price of the Shares and the ability of Shareholders to trade their Shares after Completion of the Transaction;
- (iii) the tax consequences of the Special Dividend may not suit the current financial position of an individual Shareholder; and
- (iv) notwithstanding the unanimous recommendation of the Directors that Shareholders vote in favour of the Transaction, Shareholders may believe that the Transaction is not in their best interests or in the best interests of Shareholders as a whole.

1.5 MATERIAL TERMS OF THE SHARE SALE AGREEMENT AND THE BUSINESS SALE AGREEMENT

The key terms of the Share Sale Agreement between Wingara and Balco and the Business Sale Agreement between Elect Performance and Balco for the sale of the Company's Raywood facility are set out below.

(a) **Consideration**

The consideration payable by Balco is A\$15.0 million in cash. The consideration is payable on Completion, which will occur 2 Business Days following satisfaction (or waiver) of the Conditions Precedent.

The consideration is subject to post-Completion net debt and working capital adjustments that are typical for a transaction of this nature.

(b) **Conditions Precedent**

Completion is conditional upon:

- (i) **(Listing Rule 11.2):** Shareholders approving the Transaction under, and for the purposes of, Listing Rule 11.2 (approving the disposal of Wingara's main undertaking, being the Raywood facility);
- (ii) **(Foreign Investment Review Board Approval):** Balco having received approval from the Foreign Investment Review Board (**FIRB**) to purchase the Raywood facility;
- (iii) **(Finance):** Balco obtaining finance for the purchase of the Raywood facility;
- (iv) **(Hay Australia Contract):** notice of termination be provided in accordance

with the agreement between Elect Performance and Hay Australia Pty Ltd to operate a hay baling machine and export hay to China that commenced 1 September 2021;

- (v) **(Interdependent Agreements):** The Share Sale Agreement and the Business Sale Agreement are interdependent agreements. Completion is conditional upon execution of both and completion of each party's respective pre-completion obligations (for the avoidance of doubt, the parties confirm that completion must occur at the same time as completion occurs under the both the Share Sale Agreement and the Business Sale Agreement);
- (vi) **(No Encumbrances):** That the sale shares and assets of JC Tanloden and the assets of Elect Performance (that are to be sold) are free of encumbrances (unless as otherwise agreed to in writing between the parties).
- (vii) **(No Material Adverse Change):** No material adverse effect on Wingara's ability to perform any obligations under the Share Sale Agreement or Elect Performance's ability to perform any of its obligations under the Business Sale Agreement.
- (viii) **(Forgiveness of intercompany loans):** forgiveness of any loans between Wingara, Elect Performance and JC Tanloden Victoria Pty Ltd.

These conditions precedent must be satisfied or waived (as applicable) for the proposed Transaction to proceed.

(c) **Conduct of business prior to Completion**

The Raywood facility is to be conducted in the ordinary course pending Completion. Wingara will continue to perform its existing toll packing agreements along with producing and exporting oaten hay to its own customers from the Raywood Facility and retain profits from such agreements prior to the settlement of the Transaction.

Prior to settlement of the Transaction, Wingara and Balco may enter into tolling contracts, storage contracts, provide procurement assistance and other miscellaneous commercial assistance on an arms-length basis.

(d) **Warranties and indemnities**

Wingara provides customary warranties under the Share Sale Agreement and Elect Performance provides customary warranties under the Business Sale Agreement relating to the Raywood facility, subject to customary liability and claims qualifications, acknowledgements and limitations, including in respect of minimum claim amounts, claim time limitations, maximum claim cap, no consequential loss and third-party payment reimbursements.

Wingara provides an indemnification for any tax liability of the Raywood facility prior to Completion. Wingara's maximum aggregate liability in connection with these customary warranties and indemnities is discussed in paragraph (e) below.

(e) **Escrow and warranty and indemnity insurance**

Under the Share Sale Agreement, on Completion, Balco will be directed to pay an escrow amount of A\$700,000 (**Escrow Amount**) from the initial purchase price (being the A\$15.0 million cash consideration described above) into an escrow account, to be held by the escrow agent for a period of 6 months from Completion of the Transaction. Any amount due to Balco in respect of a breach of the Share Sale Agreement by Wingara or breach of the Business Sale Agreement by Elect Performance must be paid to Balco out of the escrow account to the extent of the Escrow Amount. The remaining Escrow Amount (if any) must be released to Wingara at the release date (being 6 months from Completion).

The maximum liability under or in connection with the Share Sale Agreement (or in respect of claims for a breach of a warranty or indemnity provided by Wingara) and the Business Sale Agreement (or in respect of claims for a breach of warranty or indemnity provided by Elect Performance) is limited to \$5,000,000.00. The time limit on any claim for a breach of a warranty or indemnity provided by Wingara or Elect Performance is 2 years after Completion.

(f) **Termination**

Either the Company or Balco may terminate the Agreement at any time before Completion, if:

- the specific Conditions Precedent listed above in section 1.5(b), being:
 - 1.5(b)(i) (Listing Rule 11.2);

- 1.5(b)(ii) (Foreign Investment Review Board Approval);
- 1.5(b)(iii) (Finance);
- 1.5(b)(v)(Interdependent Agreement);

are not satisfied or waived by 15 May 2023 or becomes incapable satisfaction before 15 May 2023 or is not waived within 5 business days of when it becomes incapable of satisfaction; or

- Balco has not obtained finance (or Wingara has not waived the condition precedent that Balco obtain finance) within 5 business days of signing this Agreement.

In addition to the above, Balco may also terminate the Agreement at any time before Completion if:

- the specific Conditions Precedent listed above in section 1.5(b), being:
 - 1.5(b)(iv) (Hay Australia Contract);
 - 1.5(b)(vi) (no Encumbrances);
 - 1.5(b)(vii) (no Material Adverse Change);
 - 1.5(b)(viii) (Forgiveness of intercompany loans);
- Balco becomes aware of an issue during the due diligence period, if the issue is fundamental and Balco notifies Wingara of the issue within the due diligence period, a fundamental issue being:
 - the issue was not known to the Purchaser at the time of execution of the Share Sale Agreement and Business Sale Agreement;
 - the issue would result in a material breach of a warranty by Wingara reasonably expected to result in loss and damage in excess of \$2 million;
 - the issue cannot be remedied by Wingara prior to Completion to the satisfaction of Balco (acting reasonably);

Either the Company, Elect Performance Group or Balco may also terminate if:

- at Completion, there is a default in relation to a party's obligations for Completion;
- The non-defaulting party gives a notice requiring the defaulting party to satisfy their obligations; and
- The defaulting party fails to comply with the notice within a period of 5 Business Days after the date of the notice.

1.6 EFFECT OF THE TRANSACTION ON THE COMPANY

(a) Effect on key financial line items

A pro forma statement showing the impact of the Transaction on certain balance sheet line items has been prepared based on the Company's half year FY23 financial position.

This pro forma statement is based on a range of assumptions (outlined below) and has been provided to assist Shareholders to understand the effect of the Transaction, including the effect of a Special Dividend.

This information should be read in the context of the Transaction already receiving shareholder approval under Listing Rule 11.2 and assuming all funds have been received and a Special Dividend has been declared and paid.

Wingara is not currently able to provide forward-looking guidance however, the Company has assessed the sale of the Raywood facility and business operations as having the following impact on the 1H FY23 Pro Forma financial performance below:

	1H FY23 (A\$m)	Pro Forma 1H FY23 (A\$m)	Delta (%)
Revenue	21.32	8.68	(59.27)
EBITDA(before significant items)	2.30	1.13	(50.85)
Net Profit After Tax (before significant items)	1.08	0.36	(66.61)
Assets	23.84	15.58	(34.63)
Debt	8.00	0.00	(100.00)
Operational Metrics			
Processing Capacity	140,000MT ¹	50,000MT ²	(64.29)
Storage Capacity	30,000MT	10,000MT	(66.67)
1. Includes 30,000MT for Tolling Press 2. Post Transaction includes Epsom only Note, 1H FY23 financial performance includes a tolling agreement currently contacted to the Raywood Facility, due to expire 31 December 2023. 3. Significant items include APCS results and project and due diligence costs from continuing operations as per 1H FY23 report.			

The key assumptions that the Company has made in preparing this pro-forma statement include (but are not limited to):

- (i) receipt of \$15 million (comprised of \$14.3 million in cash and the \$700,000 escrow amount as a current asset);
- (ii) payment of transaction costs including advisor fees, legal fees, tax fees and other transaction administration fees;
- (iii) repayment of all debt owing to financial and non-financial institutions of approximately \$8 million;
- (iv) disposal of all property, plant and equipment pertaining to the Raywood facility;
- (v) payment of Special Dividend.

In relation to financial performance, if the Transaction completes, Wingara will have disposed of its main undertaking. As a result, the annual revenue, annual expenditure and pre-tax profit of the Company will be reduced substantially. The Company's intentions for its remaining business is summarised in paragraph (f)1.6(f) below.

(b) **Effect on capital structure**

The Transaction will not impact the capital structure of the Company. For clarity, the Company will not issue any new securities as part of the Transaction.

(c) **Special Dividend**

Following Completion of the Transaction (if Completion occurs), Wingara intends to pay a Special Dividend, which is currently expected to be an amount of up to A\$0.006 per Share, to Shareholders. This Special Dividend is currently expected to be comprised of a fully franked dividend of up to A\$0.006 per Share (being the Special Dividend), or up to A\$1.05 million in aggregate.

Please refer to section 1.7 of the section of this Explanatory Memorandum for further information regarding the tax impact of the Special Dividend.

(d) **Details of changes to the Board and senior management**

There are no changes to:

- (i) the composition or size of the Board; or
- (ii) the members of the Company's "key management personnel" (as defined in the Corporations Act) as at the date of this Notice,

proposed as part of, or in connection with, the Transaction.

As Completion of the Transaction would result in the disposal of the Company's main undertaking (and operating business as at the date of this Notice of Meeting), the Board will consider its options for the Company (including in respect of the senior management team of Wingara's remaining businesses) following Completion of the Transaction, as discussed in section 1.7 below.

(e) **Tax impact**

Although the final tax impact of the Transaction will depend on the specific circumstances existing at Completion, the Company does not expect to incur any material cash tax liability in respect of the Transaction.

A general summary of the Australian income tax considerations for certain Shareholders receiving the Special Dividend are described in this section of this Explanatory Memorandum. Shareholders should seek independent professional tax advice in relation to their tax position based on their particular circumstances, including under the laws of the country where they are resident for tax purposes.

Special Dividend

The Special Dividend will be fully franked.

For Shareholders who are Australian tax residents, the Special Dividend should be included in their assessable income in the income year in which it is paid.

(f) **Intentions if the Transaction proceeds**

Following the sale of the Company's Raywood facility, Wingara's remaining operations will be the Epsom hay processing facility.

Wingara will continue to operate the Epsom facility while the Board considers the Company's medium to longer-term plans. The Board currently intends to update Shareholders on these matters in the later half of 2023.

As discussed above, if the Transaction completes, Wingara intends to make the Special Dividend.

Following Completion of the Transaction, Wingara currently expects to retain approximately A\$4.3 million of cash (approximately A\$0.02 per Share) after paying all transaction costs in respect of the Transaction and the Special Dividend to Shareholders. The remaining cash will be retained to fund ongoing cash flow requirements and potential new opportunities, which may include a geographic expansion of the existing oaten hay and fodder division with the development and/or acquisition of right-sized, profitable locations operations.

(g) **Intentions if the Transaction does not proceed**

If the Transaction is not approved by Shareholders or does not otherwise complete under the Agreement, the Company intends to continue to operate the Raywood facility as part of the Wingara group. If this occurred, the Board would consider recommencing its strategic review in respect of the Raywood facility or otherwise proceed with an alternative strategic divestment option, with the objective of maximising Shareholder value.

1.7 DIRECTORS' RECOMMENDATION

(a) **Recommendation**

The Directors **unanimously recommend** that Shareholders vote in favour of Resolution 1.

Each Director who holds or controls Shares intends to vote those Shares in favour of Resolution 1.

In making this recommendation, the Directors considered the advantages and disadvantages of the Transaction, including those discussed in this Explanatory Memorandum, and determined that, on balance, the Transaction is in the best interests of Shareholders. As discussed above, the entry by Wingara into the Agreement and the announcement of the Transaction was the result of an extensive strategic review that was conducted by Wingara with the objective of maximising the value of the remaining operations of the Company for Shareholders after the sale of Austco Polar Cold Storage Pty Ltd in June 2022.

In reaching its conclusion that the Transaction is in the best interests of Shareholders and determining that Wingara should enter into the Agreement, the Board considered the outcome of the strategic review and alternative options for the Raywood facility to deliver value to Shareholders, including continuing to deliver on growth opportunities. Following consideration of these matters, the Board unanimously concluded that:

- (i) the Transaction is the most attractive option for Shareholders and the Board considers that the Transaction Consideration recognises the current and inherent value of the

Raywood facility; and

- (ii) having regard to all relevant factors, on balance, the Board considers that the certainty from the all-cash Transaction consideration and the value inherent in the Transaction, together with the Special Dividend, will deliver greater benefits to Shareholders than any other alternatives currently available for the Raywood facility under the status quo, including continuing to operate as part of Wingara.

Accordingly, the Directors unanimously recommend that Shareholders vote in favour of Resolution 1.

The Chairman of the Meeting intends to vote all available (including undirected) proxies in favour of Resolution 1.

(b) **Directors' interests**

No Director has a material interest in the outcome of Resolution 1, other than as a result of his interest arising solely in his capacity as a Shareholder or as otherwise disclosed in this Explanatory Memorandum (including below).

As at the date of this Notice, the following Directors hold shares in Wingara:

Director	No. of shares held	No. of options held	Shareholding as a Percentage of Wingara
David Christie ¹	729,866	149,174	0.42%
Marcello Diamante ²	2,807,428	0	1.60%

1. David Christie holds shares and options through New French Partridge Pty Ltd.

2. Marcello Diamante holds shares in Avzath Pty Ltd.

Mr Brendan York (Non-Executive Director) does not personally hold or control any Shares.

1.8 OTHER MATERIAL INFORMATION

Other than as set out in this Notice of Meeting (including in this Explanatory Memorandum), and information previously disclosed to Shareholders by the Company, there is no information known to the Directors as at the date of this Notice of Meeting which could reasonably be expected to be material to the making of a decision by a Shareholder whether or not to vote in favour of Resolution 1.

Glossary

Wingara AG Limited ACN 009 087 469

AEST	means Australian Eastern Standard Time.
Associate	has the meaning given in the Listing Rules.
ASX	means ASX Limited (ACN 008 624 691) or, as the context requires, the financial market operated by it.
ATO	means the Australian Taxation Office.
Balco	means Balco Australia Pty Ltd (ACN 094 493 866).
Board	means the board of Directors of the Company.
Business Day	means a day on which banks are open for business excluding Saturdays, Sundays or public holidays in Melbourne, Australia.
Business Sale Agreement	means the share sale agreement between the Company and Elect Performance dated 14 February 2023 relating to the sale of assets, operations and liabilities associated with the Company's Raywood facility.
CGT	means capital gains tax.
Chairman	means the person appointed to chair the Meeting. The Company intends to appoint Mr David Christie as chair.
Company or Wingara	means Wingara Limited (ACN 009 087 469).
Competing Bidder	means a person other than Balco or a Related Body Corporate of Balco and their respective "associates" (as defined in section 12 of the Corporations Act).
Competing Proposal	<p>means any proposal, agreement, arrangement or transaction, which, if entered into or completed, would result in a Competing Bidder:</p> <ul style="list-style-type: none"> (a) directly or indirectly acquiring or having the right to acquire: <ul style="list-style-type: none"> (i) a "relevant interest" (as defined in the Corporations Act) in; (ii) a legal, beneficial or economic interest in; or (iii) control of, 20% or more of the Shares; (b) acquiring Control of Wingara; (c) directly or indirectly acquiring or becoming the holder of, or otherwise acquiring or having a right to acquire a legal, beneficial or economic interest in, or control of, all or a substantial part of: <ul style="list-style-type: none"> (i) the Raywood facility; or (ii) the business and assets of Wingara or Wingara and each of its "subsidiaries" (as defined in section 46 of the Corporations Act); (d) directly or indirectly being stapled with, or merging with, Wingara; or (e) requiring Wingara to abandon, or otherwise fail to proceed with, the Transaction.
Completion	means completion of the purchase and sale of all of the shares in JC Tanloden pursuant to the Share Sale Agreement and the business assets and operations associated with the Raywood facility held by Elect Performance pursuant to the Business Sale Agreement.
Constitution	means the constitution of the Company, as amended from time to time.
Control	has the meaning given in section 50AA of the Corporations Act.

Corporations Act	means the <i>Corporations Act 2001</i> (Cth).
Directors	means the directors of the Company.
Elect Performance	means Elect Performance Group Pty Ltd (ACN 107 958 690).
Explanatory Memorandum	means the explanatory statement accompanying the resolutions contained in this Notice of Meeting.
General Meeting or Meeting	means the general meeting of the Company convened by this Notice of Meeting.
Glossary	means this glossary.
Half-Year Report	means the half-year report of the Company for the period ended 30 September 2022.
Interim Financial Report	means the consolidated interim financial report of the Company set out in the Half-Year Report of the Company for the half-year ended 30 September 2022
JC Tanloden	means JC Tanloden Victoria Pty Ltd (ACN 166 785 084).
Listing Rules	means the listing rules of the ASX.
Notice of Meeting or Notice	means this notice of general meeting and includes the Explanatory Memorandum.
Proxy Form	means the proxy form at Annexure A to this Notice of Meeting.
Record Date	means the record date for determining entitlements to be paid the Special Dividend, which is currently expected to be 13 April 2023.
Related Body Corporate	has the meaning given in the Corporations Act.
Share	means a fully paid ordinary share in the capital of the Company
Share Sale Agreement	means the share sale agreement between the Company and Balco dated 14 February 2023 relating to the sale of the Company's Raywood facility.
Shareholder	means a holder of at least one Share.
Share Registry	means Computershare Investor Services Pty Limited (ACN 078 279 277) in its capacity as the operator of Wingara's share register.
Special Dividend	means the fully franked special dividend in the form described in the Explanatory Memorandum.
Transaction	means the proposed transaction involving the sale of the Company's Raywood facility in accordance with the terms of the Share Sale Agreement and Business Sale Agreement.

Annexure A – Proxy Form

Wingara AG Limited

ABN 58 009 087 469

Need assistance?



Phone:

1300 850 505 (within Australia)
+61 3 9415 4000 (outside Australia)

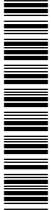


Online:

www.investorcentre.com/contact

WNR

MR SAM SAMPLE
FLAT 123
123 SAMPLE STREET
THE SAMPLE HILL
SAMPLE ESTATE
SAMPLEVILLE VIC 3030



Wingara AG Limited General Meeting

The Wingara AG Limited General Meeting will be held on Tuesday, 28 March 2023 at 10:00am (AEDT). You are encouraged to participate in the meeting using the following options:



MAKE YOUR VOTE COUNT

To lodge a proxy, access the Notice of Meeting and other meeting documentation visit www.investorvote.com.au and use the below information:



Control Number: 999999

SRN/HIN: I9999999999

PIN: 99999

For Intermediary Online subscribers (custodians) go to www.intermediaryonline.com

For your proxy appointment to be effective it must be received by 10:00am (AEDT) Sunday, 26 March 2023.



ATTENDING THE MEETING IN PERSON

The meeting will be held at:
PAC Partners, Level 29, 360 Collins Street, Melbourne, VIC 3000

You may elect to receive meeting-related documents, or request a particular one, in electronic or physical form and may elect not to receive annual reports. To do so, contact Computershare.

Wingara AG Limited

ABN 58 009 087 469



WNR

MR SAM SAMPLE
FLAT 123
123 SAMPLE STREET
THE SAMPLE HILL
SAMPLE ESTATE
SAMPLEVILLE VIC 3030

Need assistance?



Phone:

1300 850 505 (within Australia)
+61 3 9415 4000 (outside Australia)



Online:

www.investorcentre.com/contact



YOUR VOTE IS IMPORTANT

For your proxy appointment to be effective it must be received by **10:00am (AEDT) on Sunday, 26 March 2023.**

Proxy Form

How to Vote on Items of Business

All your securities will be voted in accordance with your directions.

APPOINTMENT OF PROXY

Voting 100% of your holding: Direct your proxy how to vote by marking one of the boxes opposite each item of business. If you do not mark a box your proxy may vote or abstain as they choose (to the extent permitted by law). If you mark more than one box on an item your vote will be invalid on that item.

Voting a portion of your holding: Indicate a portion of your voting rights by inserting the percentage or number of securities you wish to vote in the For, Against or Abstain box or boxes. The sum of the votes cast must not exceed your voting entitlement or 100%.

Appointing a second proxy: You are entitled to appoint up to two proxies to attend the meeting and vote on a poll. If you appoint two proxies you must specify the percentage of votes or number of securities for each proxy, otherwise each proxy may exercise half of the votes. When appointing a second proxy write both names and the percentage of votes or number of securities for each in Step 1 overleaf.

A proxy need not be a securityholder of the Company.

SIGNING INSTRUCTIONS FOR POSTAL FORMS

Individual: Where the holding is in one name, the securityholder must sign.

Joint Holding: Where the holding is in more than one name, all of the securityholders should sign.

Power of Attorney: If you have not already lodged the Power of Attorney with the registry, please attach a certified photocopy of the Power of Attorney to this form when you return it.

Companies: Where the company has a Sole Director who is also the Sole Company Secretary, this form must be signed by that person. If the company (pursuant to section 204A of the Corporations Act 2001) does not have a Company Secretary, a Sole Director can also sign alone. Otherwise this form must be signed by a Director jointly with either another Director or a Company Secretary. Please sign in the appropriate place to indicate the office held. Delete titles as applicable.

PARTICIPATING IN THE MEETING

Corporate Representative

If a representative of a corporate securityholder or proxy is to participate in the meeting you will need to provide the appropriate "Appointment of Corporate Representative". A form may be obtained from Computershare or online at www.investorcentre.com/au and select "Printable Forms".

Lodge your Proxy Form:

XX

Online:

Lodge your vote online at www.investorvote.com.au using your secure access information or use your mobile device to scan the personalised QR code.

Your secure access information is



Control Number: 999999

SRN/HIN: I999999999

PIN: 99999

For Intermediary Online subscribers (custodians) go to www.intermediaryonline.com

By Mail:

Computershare Investor Services Pty Limited
GPO Box 242
Melbourne VIC 3001
Australia

By Fax:

1800 783 447 within Australia or
+61 3 9473 2555 outside Australia



PLEASE NOTE: For security reasons it is important that you keep your SRN/HIN confidential.

You may elect to receive meeting-related documents, or request a particular one, in electronic or physical form and may elect not to receive annual reports. To do so, contact Computershare.

MR SAM SAMPLE
FLAT 123
123 SAMPLE STREET
THE SAMPLE HILL
SAMPLE ESTATE
SAMPLEVILLE VIC 3030

☐

Change of address. If incorrect, mark this box and make the correction in the space to the left. Securityholders sponsored by a broker (reference number commences with 'X') should advise your broker of any changes.



I 9999999999

I ND

Proxy Form

Please mark ☒ to indicate your directions

Step 1

Appoint a Proxy to Vote on Your Behalf

XX

I/We being a member/s of Wingara AG Limited hereby appoint

☐ the Chairman of the Meeting

OR

PLEASE NOTE: Leave this box blank if you have selected the Chairman of the Meeting. Do not insert your own name(s).

or failing the individual or body corporate named, or if no individual or body corporate is named, the Chairman of the Meeting, as my/our proxy to act generally at the meeting on my/our behalf and to vote in accordance with the following directions (or if no directions have been given, and to the extent permitted by law, as the proxy sees fit) at the General Meeting of Wingara AG Limited to be held at PAC Partners, Level 29, 360 Collins Street, Melbourne, VIC 3000 on Tuesday, 28 March 2023 at 10:00am (AEDT) and at any adjournment or postponement of that meeting.

Step 2

Item of Business

PLEASE NOTE: If you mark the **Abstain** box for the item, you are directing your proxy not to vote on your behalf on a show of hands or a poll and your votes will not be counted in computing the required majority.

	For	Against	Abstain
Resolution 1 Disposal of Main Undertaking	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The Chairman of the Meeting intends to vote undirected proxies in favour of the item of business. In exceptional circumstances, the Chairman of the Meeting may change his/her voting intention on the resolution, in which case an ASX announcement will be made.

Step 3

Signature of Securityholder(s)

This section must be completed.

Individual or Securityholder 1

Sole Director & Sole Company Secretary

Securityholder 2

Director

Securityholder 3

Director/Company Secretary

/

/

Date

Update your communication details

(Optional)

Mobile Number

Email Address

By providing your email address, you consent to receive future Notice of Meeting & Proxy communications electronically