

Form 603
Corporations Act 2001
Section 671B

Notice of initial substantial holder

To Company Name/Scheme Wellard Limited

ACN/ARSN 607 708 180

1. Details of substantial holder (1)

Name Heytesbury Pty Ltd (Heytesbury), and the entities listed in Annexure A (the Heytesbury Group)

ACN/ARSN (if applicable) 008 666 966 and see annexure A

The holder became a substantial holder on 28/02/2017

2. Details of 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 on the date the substantial holder became a substantial holder are as follows:

Class of securities (4)	Number of securities	Person's votes (5)	Voting power (6)
Fully paid ordinary shares	37,925,741 (Wellard Shares)	37,925,741	9.48%

3. Details of relevant interests

The nature of the relevant interest the substantial holder or an associate had in the following voting securities on the date the substantial holder became substantial holder are as follows:

Holder of relevant interest	Nature of relevant interest (7)	Class and number of securities
Heytesbury	Heytesbury has a relevant interest in the Wellard Shares under section 608(8) of the <i>Corporations Act</i> by virtue of an agreement entered into for the purchase of the Wellard Shares (Agreement). The Agreement is set out in Annexure B to this Form 603.	37,925,741 fully paid ordinary shares
Other members of the Heytesbury Group	Have a relevant interest in the Wellard Shares because they are associates of Heytesbury by virtue of section 12 of the <i>Corporations Act</i> .	37,925,741 fully paid ordinary shares

4. Details of present registered holders

The persons registered as holders of the securities referred to in paragraph 3 above are as follows:

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Class and number of securities
Each member of the Heytesbury Group	Butt Nominees Pty Ltd	Heytesbury	37,925,741 fully paid ordinary shares

5. Consideration

The consideration paid for each relevant interest referred to in paragraph 3 above, and acquired in the four months prior to the day that the substantial holder became a substantial holder is as follows:

Holder of relevant interest	Date of acquisition	Consideration (9)		Class and number of securities
		Cash	Non-cash	
Each member of the Heytesbury Group	28/02/2017	Cash \$7,984,405.61		37,925,741 fully paid ordinary shares

6. Associates

The reasons the persons named in paragraph 3 above are associates of the substantial holder are as follows:

Name and ACN/ARSN (if applicable)	Nature of association
Each member of the Heytesbury Group	See paragraph 3 of this Form 603.

7. Addresses

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

Name	Address
Each member of the Heytesbury Group	C/- Heytesbury Pty Ltd Suite 1, 464 Murray Street, Perth WA 6000

Signature

print name	Keith Murray	capacity	Company Secretary
sign here		date	01/03/2017

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 7 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 total number of votes attached to all the voting shares in the company or voting interests in the scheme (if any) that the person or an associate has a relevant interest in.
 - (6) The person's votes divided by the total votes in the body corporate or scheme multiplied by 100.
 - (7) Include details of:
 - (a) any relevant agreement or other circumstances by which the relevant interest was acquired. 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
 - (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.
- (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) Details of the consideration must include any and all benefits, moneys 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.

Annexure A

This is Annexure A of 1 page referred to in the Form 603 of Heytesbury Pty Ltd dated 1 March 2017.


Signed for and on behalf of
each member of the Heytesbury Group

Date: 1 March 2017

Company	ACN
Heytesbury Holding Company Pty Ltd	009 218 133
Heytesbury Cattle Company Pty Ltd	009 134 507
Heytesbury Pastoral Pty Ltd	006 503 564
Heytesbury Thoroughbreds Pty Ltd	008 702 270
Maranoa Nominees Pty Ltd	009 210 182
Mungathon Holdings Pty Ltd	009 629 734
The Nicholson Grazing Co Pty Ltd	000 008 319
Vasse Felix Management Pty Ltd	009 438 171
Vasse Felix Pty Ltd	009 181 444
VF Viticultural Investment Pty Ltd	123 006 799
Vicdon Holdings Pty Ltd	009 629 707

Annexure B

This is Annexure B of 12 pages referred to in the Form 803 of Heytesbury Pty Ltd dated 1 March 2017 and is a true copy of the agreement referred to in paragraph 3 of that Form.



Signed for and on behalf of
each member of the Heytesbury Group

Date: 1 March 2017
This annexure is dated 01/03/2017.

Share Sale and Purchase Agreement

for fully paid ordinary shares in Wellard Limited

Butt Nominees Pty Ltd (Seller)

Heytesbury Pty Ltd (Buyer)

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Parties

- 1 Heytesbury Pty Ltd, ACN 008 688 966 of Suite 1, 464 Murray Street, Perth WA 6000 (Buyer)
- 2 Butt Nominees Pty Ltd ACN 142 100 570 of Suite 3, 49 Cedric Street Stirling WA 6021 (Seller)

The parties agree

Background

- A. The Seller is the registered and beneficial holder of the Sale Shares.
 - B. The Seller has agreed to sell, and the Buyer has agreed to buy, the Sale Shares on the terms and conditions of this agreement.
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1 Defined terms and Interpretation

1.1 Definitions in the Dictionary

Schedule 1 (Dictionary) contains defined terms used in this agreement.

1.2 Interpretation

The interpretation clause in the Dictionary sets out rules of interpretation for this agreement.

2 Sale and Purchase of Sale Shares

2.1 Sale and purchase of Sale Shares

Seller must sell the Sale Shares to the Buyer and the Buyer must buy them:

- (a) on the Completion Date; and
- (b) free of Security Interests or other rights or interests of third parties.

2.2 Purchase Price

- (a) The consideration for the sale and purchase of the Sale Shares is the Purchase Price.
-

3 Completion

3.1 Date for Completion

Completion must take place on the Completion Date.

3.2 Instructions by Buyer and Seller

At Completion the parties will cause the Broker to effect a special crossing of the Sale Shares from the Seller to the Buyer.

3.3 Obligations of the Buyer

The Buyer must ensure that the Broker is provided with the Purchase Price to enable settlement in accordance with the ASX Settlement Operating Rules.

3.4 Interdependence

- (a) The obligations of the Buyer and the Seller under this clause 3 are interdependent.
- (b) Completion will not occur unless all of the obligations of the Buyer and the Seller under this clause 3 are complied with and are fully effective.

4 Warranties and liability

4.1 Warranties

- (a) Seller warrants and undertakes to the Buyer that each of the following statements is true and correct and not misleading as at the date of this agreement, and on every day up to and including Completion:
 - (i) it has the legal right, capacity, power and authority to execute and deliver this agreement and to consummate and perform or cause to be performed its obligations under this agreement;
 - (ii) the execution and delivery by it of this agreement does not or will not (with or without the lapse of time, the giving of notice or both) contravene, conflict with or result in a breach of or default under:
 - (A) any material term or provision of an security arrangement (including any Security Interest), undertaking, agreement or deed to which it is bound;
 - (B) any writ, order or injunction, judgement, or law to which it is a party or is subject or by which it is bound
 - (iii) this agreement constitutes a legal, valid and binding obligation of it enforceable in accordance with its terms; and
 - (iv) it has not suffered an Insolvency Event and there are no facts, matters or circumstances which could reasonably be expected to give rise to an Insolvency Event in respect of it.
- (b) Seller represents, warrants and undertakes to the Buyer that each of the following statements is true and correct and not misleading as at the date of this agreement, and on every day up to and including Completion:
 - (i) It legally and beneficially owns the Sale Shares, free from any encumbrances, third party right or interest (including but not limited to any Security Interest);
 - (ii) the Sale Shares have been validly allotted and are fully paid and no moneys are owing in respect of them;

- (iii) the Sale Shares have been on issue for a period exceeding 12 months;
 - (iv) there is no shareholder agreement, voting trust, proxy or other agreement or understanding relating to the voting of the Sale Shares; and
 - (v) the Sale Shares are freely tradeable and the Seller is not bound by a restriction on the transfer of the Sale Shares to the Buyer.
- (c) Buyer represents, warrants and undertakes to the Seller that each of the following statements is true and correct and not misleading as at the date of this agreement, and on every day up to and including Completion:
- (i) the Buyer has the legal right, capacity, power and authority to execute and deliver this agreement and to consummate and perform or cause to be performed its obligations under this agreement;
 - (ii) the execution and delivery by the Buyer of this agreement does not or will not (with or without the lapse of time, the giving of notice or both) contravene, conflict with or result in a breach of or default under:
 - (A) any material term or provision of an security arrangement (including any Security Interest), undertaking, agreement or deed to which it is bound;
 - (B) any writ, order or injunction, judgement, or law to which it is a party or is subject or by which it is bound;
 - (iii) this agreement constitutes a legal, valid and binding obligation of the Buyer enforceable in accordance with its terms;
 - (iv) the Buyer has not suffered an Insolvency Event and there are no facts, matters or circumstances which could reasonably be expected to give rise to an Insolvency Event in respect of the Buyer;
 - (v) the Buyer agrees to become a member of the Company and to be bound by the Company's constitution; and
 - (vi) the Buyer will not have a relevant Interest (as that term is defined in the Corporations Act) in Shares in excess of 19.9% as a result of executing this agreement and/or completing the transaction the subject of this agreement.

5 Costs and Expenses

5.1 Stamp Duty

Except to the extent otherwise provided in this agreement, the Buyer must pay any Duty arising from the execution, delivery and performance of this agreement and each agreement or document entered into or signed under this agreement.

5.2 Costs and expenses

Subject to clause 5.1, each party must pay its own costs and expenses of negotiating, preparing, signing, delivering and registering this agreement and any other agreement or document entered into or signed under this agreement.

5.3 Costs of performance

A party must bear the costs and expenses of performing its obligations under this agreement, unless otherwise provided in this agreement.

6 General

6.1 Notices

- (a) Unless expressly stated otherwise in this agreement a notice or other communication given under this agreement including, but not limited to, a request, certificate, demand, consent, waiver or approval, to or by a party to this agreement (Notice) must be addressed to the party to whom it is to be given at the address, facsimile number or email address set out below or as notified by the party for the purposes of this clause:

<u>Seller</u>	Attention: Tyrón Dennison
<u>Address</u>	Suite 3, 49 Cadric Street Stirling WA 6021
<u>Email</u>	td@fea.net.au

<u>Buyer</u>	Attention: Keith Murray
<u>Address</u>	Suite 1, 464 Murray Street, Perth WA 6000
<u>Email</u>	Keith.Murray@Heytesbury.com.au

- (b) Notices must be either delivered by hand or sent by pre-paid ordinary mail to the party's address; sent by facsimile, to the party's facsimile number; or sent by email to the party's email address; and is deemed to be received by the party:
- (i) if delivered by hand, when delivered to the party;
 - (ii) if sent by post, on the 3rd Business Day after the date of postage; or
 - (iii) if sent by email 2 hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered.

6.2 Governing law and jurisdiction

The laws of Western Australia govern this agreement. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Western Australia.

6.3 Amendments and Waivers

- (a) This agreement may be amended only by a written document signed by the parties.
- (b) A waiver of a provision of this agreement or a right or remedy arising under this agreement, including this clause, must be in writing and signed by the party granting the waiver.

- (c) A single or partial exercise of a right does not preclude a further exercise of that right or the exercise of another right.
- (d) Failure by a party to exercise a right or delay in exercising that right does not prevent its exercise or operate as a waiver.
- (e) A waiver is only effective in the specific instance and for the specific purpose for which it is given.

6.4 Further assurances

Each party must do all things necessary to give full effect to this agreement and the transactions contemplated by this agreement.

6.5 Specific performance

Seller acknowledges that monetary damages alone would not be adequate compensation to the Buyer for Seller's breach of its obligations under this agreement and that specific performance of those obligations is an appropriate remedy.

6.6 Entire agreement

- (a) This agreement supersedes all previous agreements about its subject matter and embodies the entire agreement between the parties.
- (b) The Buyer acknowledges that no representations or warranties in connection with the sale of the Sale Shares have been made by the Seller or anyone on behalf of the Seller except as expressly provided by the written terms of this agreement.

6.7 Third party rights

No person other than the Buyer and the Seller have or is intended to have a right or remedy under this agreement or obtains a benefit under it.

6.8 No Assignment

A party may not assign this agreement or otherwise transfer the benefit of this agreement or a right or remedy under it, without first getting the written consent of the other party.

6.9 Counterparts

This agreement may be signed in any number of counterparts and all those counterparts together make one instrument.

Execution page

Executed as an agreement.

Signed by **Butt Nominees Pty Ltd ACN 142 100 870** in accordance with section 127 of the *Corporations Act 2001 (Cth)* and by.

* 

Signature of director

TARIQ MAHMOOD BUTT

Name of director (print)



Signature of director/secretary

TYRONE WESLEY DEVENISON

Name of director/secretary (print)

Signed by **Heytesbury Pty Ltd ACN 008 868 966** in accordance with section 127 of the *Corporations Act 2001 (Cth)* and by

Signature of director

Signature of director/secretary

Name of director (print)

Name of director/secretary (print)

Execution page

Executed as an agreement.

**Signed by Butt Nominees Pty Ltd ACN 142 100
570 in accordance with section 127 of the
Corporations Act 2001 (Cth) and by:**

Signature of director

Signature of director/secretary

Name of director (print)

Name of director/secretary (print)

**Signed by Heytesbury Pty Ltd ACN 008 666
966 in accordance with section 127 of the
Corporations Act 2001 (Cth) and by:**



Signature of director

Paul William Holmes à Court

Name of director (print)



Signature of director/secretary

Keith Charles Murray

Name of director/secretary (print)

Schedule 1 — Dictionary

1 Dictionary

In this agreement:

Broker means Triple C Consulting Pty Ltd AFSL 346282.

Business Day means a day on which banks are open for business excluding Saturdays, Sundays or public holidays in Perth, Western Australia.

Company means Wellard Limited ACN 607 708 190.

Completion means completion of the sale and purchase of the Sale Shares under clause 3.

Completion Date means 7 March 2017 or otherwise as agreed, and if the context requires, the date on which Completion occurs.

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

Dollars, A\$ and \$ means the lawful currency of Australia.

Duty means any stamp, transaction or registration duty or similar charge imposed by any Government Agency and includes any interest, fine, penalty, charge or other amount imposed in respect of any of them, but excludes any Tax.

Government Agency means a government or governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity whether foreign, federal, state, territorial or local.

Insolvency Event means the occurrence of any one or more of the following events in relation to any person:

- (a) an application is made to a court for an order, or an order is made, that it be wound up, declared bankrupt or that a provisional liquidator or receiver or receiver and manager be appointed, and the application is not withdrawn, struck out or dismissed within 15 Business Days of it being made;
- (b) a liquidator or provisional liquidator is appointed;
- (c) an administrator is appointed to it under sections 436A, 436B or 436C of the Corporations Act;
- (d) a Controller (as defined in section 9 of the Corporations Act) is appointed to it or any of its assets;
- (e) a receiver is appointed to it or any of its assets;
- (f) it enters into an arrangement or composition with one or more of its creditors, or an assignment for the benefit of one or more of its creditors, in each case other than to carry out a reconstruction or amalgamation while solvent;
- (g) it proposes a winding-up, dissolution or reorganisation, moratorium, deed of company arrangement or other administration involving one or more of its creditors;

- (h) it is insolvent as disclosed in its accounts or otherwise, states that it is insolvent, is presumed to be insolvent under an applicable law (including under sub-section 459C(2) or section 585 of the Corporations Act) or otherwise is, or states that it is, unable to pay all its debts as and when they become due and payable;
- (i) it is taken to have failed to comply with a statutory demand as a result of sub-section 459F(1) of the Corporations Act;
- (j) a notice is issued under sections 601AA or 601AB of the Corporations Act;
- (k) a writ of execution is levied against it or a material part of its property;
- (l) it ceases to carry on business or threatens to do so; or
- (m) anything occurs under the law of any jurisdiction which has a substantially similar effect to any of the events set out in the above paragraphs of this definition.

Purchase Price means an amount of \$7,964,405.61 to be paid in accordance with clause 0(a).

PPS Act means the *Personal Property Securities Act 2009* (Cth).

PPS Register has the meaning given to it in the PPS Act.

PPS Security Interest means a security interest as defined in the PPS Act.

Sale Shares means 37,925,741 Shares.

Security Interest means:

- (a) any third party rights or interests including a mortgage, bill of sale, claim, charge, lien, pledge, trust, encumbrance, power or title retention arrangement, right of set-off, assignment of income, garnishee order or monetary claim and flawed deposit arrangements or any arrangement having a similar effect; and
- (b) a PPS Security Interest,

and includes any agreement to create any of them or allow them to exist.

Seller means Butt Nominees Pty Ltd ACN 142 100 570.

Shares means fully paid ordinary shares in the capital of the Company.

Tax means a tax, levy, charge, impost, fee, deduction, compulsory loan or withholding any nature, including, without limitation, any goods and services tax (including GST), value added tax or consumption tax, which is assessed, levied, imposed or collected by a Government Agency, except where the context requires otherwise. This includes, but is not limited to, any interest, fine, penalty, charge, fee or other amount imposed in addition to those amounts, but excludes Duty.

2 Interpretation

- (a) In this agreement unless the context otherwise requires:
 - (i) words importing the singular include the plural and vice versa;
 - (ii) words which are gender neutral or gender specific include each gender;

- (iii) other parts of speech and grammatical forms of a word or phrase defined in this agreement have a corresponding meaning;
 - (iv) an expression importing a natural person includes a company, partnership, joint venture, association, corporation or other body corporate and a Government Agency;
 - (v) a reference to a thing (including, but not limited to, a chose-in-action or other right) includes a part of that thing;
 - (vi) a reference to a clause, party, schedule or attachment is a reference to a clause of or a party, schedule or attachment to this agreement and a reference to this agreement includes an attachment and schedule to this agreement;
 - (vii) a reference to a law includes a constitutional provision, treaty, decree, convention, statute, regulation, ordinance, by-law judgment, rule of common law or equity or a rule of an applicable stock exchange and is a reference to that law as amended, consolidated or replaced;
 - (viii) a reference to a document includes all amendments or supplements to that document, or replacements or novations of it;
 - (ix) a reference to a party to a document includes that party's successors and permitted assigns;
 - (x) an agreement or obligation on the part of two or more persons binds them jointly and severally; and
 - (xi) a reference to an agreement, other than this agreement, includes an undertaking, deed, agreement or legally enforceable arrangement or understanding, whether or not in writing.
- (b) Where the day on or by which something must be done is not a Business Day, that thing must be done on or by the following Business Day.
 - (c) Headings are for convenience only and do not affect the interpretation of this agreement.
 - (d) This agreement may not be construed adversely to a party just because that party prepared it.
 - (e) A term or expression starting with a capital letter:
 - (i) which is defined in this Dictionary, has the meaning given to it in this Dictionary; and
 - (ii) which is defined in the Corporations Act but is not defined in this Dictionary, has the same meaning as in the Corporations Act.