



Ingenia  
COMMUNITIES

NOTICE OF  
MEETINGS

2014

## Ingenia Communities Group Annual General Meeting

Wednesday 12 November 2014

Ingenia Communities Group (ASX: INA)  
Ingenia Communities Holdings Limited (ACN 154 444 925)  
Ingenia Communities Management Trust (ARSN 122 928 410)  
Ingenia Communities Fund (ARSN 107 459 576)

**Responsible Entity:**  
Ingenia Communities Re Limited (ACN 154 464 990)

Notice is hereby given that the Annual General Meeting of shareholders of Ingenia Communities Holdings Limited (**ICH**) (**Company**) (**Group**) and a General Meeting of unitholders of Ingenia Communities Management Trust (Trust) and Ingenia Communities Fund (**Fund**) (together **Ingenia Communities Group**) will be held at The Grace Hotel, 77 York Street, Sydney on Wednesday 12 November 2014 at 12.00pm (AEDT) (**Meeting**).

The Explanatory Notes and the Proxy Form forms part of these notices.

# Notice of Meetings 2014

## Ingenia Communities Group AGM

### GENERAL INFORMATION

As investors will know, the shares in ICH are stapled to the units of the Fund and the Trust, and are quoted jointly on the ASX. As a result the securities cannot be traded separately. For this reason, the meetings for the three entities will be held together at the same place and on the same day.

The meetings for the Company, the Fund and the Trust will be conducted simultaneously subject to the discretion of the Chairman to adjourn or reconvene any specific meeting. Each resolution will be voted on separately.

For information on how to vote, please see the heading 'Voting options and proxies'.

Certain capitalised terms are defined in the Constitutions of the Company, the Fund and the Trust unless the context requires otherwise.

### NOTICE OF GENERAL MEETING

*Ingenia Communities Management Trust (ARSN 122 928 410)*

*Ingenia Communities Fund (ARSN 107 459 576)*

Ingenia Communities RE Limited (ACN 154 464 990) (**Responsible Entity**) gives notice that a meeting of the unitholders of the Ingenia Communities Management Trust (ARSN 122 928 410) and Ingenia Communities Fund (ARSN 107 459 576) will be held at The Grace Hotel, 77 York Street, Sydney on Wednesday 12 November 2014 at 12.00pm (AEDT), to transact the following business: a general discussion of the activities of the Trust and Fund.

No formal resolutions or motions are proposed at this meeting.

### NOTICE OF ANNUAL GENERAL MEETING

*Ingenia Communities Holdings Limited (ACN 154 444 925)*

Notice is given that an Annual General Meeting of the shareholders of Ingenia Communities Holdings Limited (ACN 154 444 925) will be held at The Grace Hotel, 77 York Street, Sydney on Wednesday 12 November 2014 at 12.00pm (AEDT), to transact the following business.

### BUSINESS OF THE MEETING

#### Item 1: Ingenia Communities Group Financial Statements and Reports

To receive and consider the Financial Report, the Directors' Report and the Auditor's Report of the Group for the year ended 30 June 2014.

#### Item 2: Remuneration Report

To consider and, if thought fit, to pass the following as an ordinary resolution of the Company:

*"To adopt the Remuneration Report for the year ended 30 June 2014."*

Notes:

- i. In accordance with section 250R of the Corporations Act 2001, the vote on this resolution will be advisory only and will not bind the Directors or the Company.
- ii. A voting exclusion statement applies to this resolution (see Explanatory Notes for details).

#### Item 3: Election of Director

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

*"That Ms Norah Barlow, being a Director who was appointed by the Directors on 31 March 2014 and whose appointment as a Director expires at the conclusion of the Annual General Meeting of the Company and, being eligible, offers herself for election, be re-elected as a director of the Company."*

#### Item 4: Re-election of Director

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

*"That Ms Amanda Heyworth, being a director who is retiring in accordance with rule 74.1 of the Company's constitution and Listing Rule 14.4, and being eligible, offers herself for election, be elected as a director of the Company."*

#### Item 5: Ratification of issue of Stapled Securities

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

*"That, for the purposes of Listing Rule 7.4 and for all other purposes, the shareholders approve and ratify the allotment and issue of up to 100,700,734 stapled securities as outlined in the Explanatory Notes."*

Note: A voting exclusion statement applies to this resolution (see Explanatory Notes for details).

#### Item 6: Approval to issue securities under the Ingenia Communities Group Rights Plan

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

*"That for the purposes of Listing Rule 7.2, Exception 9(b), and for all other purposes, shareholders approve the issue of securities under the Ingenia Communities Group Rights Plan on the terms and conditions outlined in the Explanatory Notes."*

Note: A voting exclusion statement applies to this resolution (see Explanatory Notes for details).

#### Item 7: Grant of Short Term Incentive Plan Rights to Simon Owen

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

*"That for the purposes of ASX Listing Rule 10.14 and for all other purposes, shareholders approve the grant by the Company to Mr Simon Owen of Short Term Incentive Rights calculated as outlined in the Explanatory Notes (and the issue of Stapled Securities upon the vesting of those Rights) under the Ingenia Communities Group Rights Plan and on the terms and conditions set out in the Explanatory Notes."*

Note: A voting exclusion statement applies to this resolution (see Explanatory Notes for details).

### Item 8: Grant of Long Term Incentive Plan Rights to Simon Owen

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

*“That for the purposes of ASX Listing Rule 10.14 and for all other purposes, shareholders approve the grant by the Company to Mr Simon Owen Long Term Incentive Rights calculated as outlined in the Explanatory Notes (and the issue of Stapled Securities upon the vesting of those Rights) under the Ingenia Communities Group Rights Plan and on the terms and conditions set out in the Explanatory Notes.”*

Note: A voting exclusion statement applies to this resolution (see Explanatory Notes for details).

### APPOINTMENT OF CHAIR

In accordance with section 252S of the Corporations Act and the Fund and Trust Constitutions, Ingenia Communities RE Limited has appointed Mr James Hazel to act as Chairman of the Meeting.

### ENTITLEMENT TO VOTE

The Directors have determined pursuant to regulation 7.11.37 of the Corporations Regulations 2001 (Cth) that the persons eligible to vote at the Meeting are those who are registered securityholders of the Group as at 7.00pm (AEDT) on Monday 10 November 2014 (**Entitlement Time**), subject to any applicable voting exclusion.

This means that if you are not the registered holder of a security in the Group at the Entitlement Time, you will not be entitled to attend and vote at the Meeting.

### ANNUAL REPORTS

Copies of the Annual Report for Ingenia Communities Group may be accessed at our website [www.ingeniacommunities.com.au](http://www.ingeniacommunities.com.au) via the Investor Centre tab.

### VOTING OPTIONS AND PROXIES

If you do not plan to attend the meeting in person, you are encouraged to complete and return the Proxy Form which accompanies this Notice of Meeting.

#### Voting by Proxy

A Securityholder who is entitled to attend and vote at this meeting is entitled to appoint not more than 2 proxies to attend and vote on the securityholder's behalf.

If the Securityholder appoints 2 proxies, the Securityholder may specify the proportion or number of votes each proxy is entitled to exercise. If no proportion or number of votes is specified, each proxy may exercise half of the Securityholder's votes. If the specified proportion or number of votes exceed that which the Securityholder is entitled to, each proxy may exercise half of the Securityholder's votes. Any fractions of votes brought about by the apportionment of votes to a proxy will be disregarded.

A proxy need not be a Securityholder of the Group. A body corporate appointed as a Securityholder's proxy may appoint a representative to exercise any of the powers the body may exercise as a proxy at the Meeting. The representative should bring to the meeting evidence of his or her appointment, including any authority under which the appointment is signed, unless it has previously been given to the Group.

Subject to the specific proxy provisions applying to Item 2 (see below):

- If a Securityholder has not directed their proxy how to vote, the proxy may vote as the proxy determines, and
- If a Securityholder appoints the Chairman of the Meeting as proxy and does not direct the Chairman how to vote on an item of business, the Chairman will vote in accordance with his voting intention as stated in this Notice of Meeting, namely in favour of each of the proposed resolutions set out in the Notice of Meeting.

#### Proxy Voting by the Chair

For Item 2, where the Chairman is appointed as a Securityholder's proxy and that securityholder has:

- Marked the Chair's box on the Proxy Form; and
- Has not specified the way in which the Chairman is to vote on Item 2,

the Securityholder is directing the Chairman to vote in accordance with the Chairman's voting intentions for this item of business.

The Chairman intends to vote all undirected proxies in favour of the resolutions put in the Notice of Meeting.

#### Proxy Forms

To be effective, the Proxy Form must be completed, signed and lodged (together with the relevant original power of attorney or a certified copy if the proxy is signed by an attorney) with the Group security registry, as an original or by facsimile, no later than 12.00pm (AEDT) on Monday 10 November 2014 (**Proxy Deadline**).

Proxy forms may be submitted in one of the following ways:

- iii. **By mail** to Link Market Services Pty Ltd using the reply paid envelope or Locked Bag A14, Sydney South NSW 1235. Please allow sufficient time so that it reaches Registries Limited by the Proxy Deadline;
- iv. **By fax** to Link Market Services Pty Ltd on +61 2 9287 0309;
- v. **Online** via the Company's Share Registry website at [www.linkmarketservices.com.au](http://www.linkmarketservices.com.au). Please refer to the Proxy Form for more information; or
- vi. **By hand** delivery to Link Market Services Pty Ltd at Level 12, 680 George Street, Sydney NSW 2000.

Proxy Forms and Powers of Attorney must be received by the Proxy Deadline.

# Notice of Meetings 2014

## Ingenia Communities Group AGM

### CORPORATE REPRESENTATIVES

Where a securityholding is registered in the name of a corporation, the corporate Securityholder may appoint a person to act as its representative to attend the meeting by providing that person with:

- i. a letter or certificate authorising him or her as the corporation's representative, executed in accordance with the corporation's constitution; or
- ii. a copy of the resolution appointing the representative, certified by a secretary or director of the corporation.

### BY ORDER OF THE BOARD



Leanne Ralph  
Company Secretary  
25 October 2014

### EXPLANATORY NOTES

#### Notes on Business

#### ITEM 1 – Financial Statements

As required by section 317 of the *Corporations Act 2001* (Cth) the financial report, directors' report and auditor's report of the Company for the most recent financial year must be laid before the meeting.

The Company's financial report comprises the consolidated financial report of the Company and its controlled entities, including the Ingenia Communities Fund and the Ingenia Communities Management Trust.

There is no requirement for a formal resolution on this item.

The Chairman of the meeting will allow a reasonable opportunity at the meeting for Securityholders to ask questions about or make comments on the management of the Group. Securityholders will also be given a reasonable opportunity at the meeting to ask the Group's auditor, Ernst & Young (**EY**) questions about its audit report, the conduct of its audit of the Group's financial report for the year ended 30 June 2014, the preparation and content of its audit report, the accounting policies adopted by the Group in its preparation of the financial statements and the independence of EY in relation to the conduct of the audit.

Securityholders may submit written questions to EY to be answered at the meeting, provided the question is relevant to the content of EY's audit report or the conduct of the audit of the Group's financial report for the year ended 30 June 2014.

Written questions must be received no later than 5.00pm (AEDT) on Wednesday 5 November 2014. Any written questions to EY can be sent to Link Market Services, Locked Bag A14, Sydney South NSW 1235 (or by Fax: +61 2 9287 0309).

#### ITEM 2 – Adoption of remuneration report

In accordance with the ASX Corporate Governance Principles and Recommendations, the Company has included in its Annual Report a remuneration report for the consideration of Securityholders.

The resolution on this item of business is advisory only and does not bind the board or the Company.

The Company has designed a remuneration framework to support both a high performance culture and a team focus on adhering to agreed business objectives and directions.

The objective of the Group's executive reward framework is to ensure reward for performance is competitive and appropriate for the results delivered. The framework aligns executive reward with achievement of strategic objectives and the creation of value for Securityholders, and conforms with market practice for delivery of reward.

In summary, the remuneration report in the Annual Report:

- explains the principles used for determining the nature and amount of remuneration of directors and senior executives of the Group;
- sets out remuneration details for each director and senior executives of the Group; and
- outlines service contracts of key management personnel.

*Item 2: The Board unanimously recommends that Securityholders vote in favour of this resolution.*

#### ITEM 2 – Voting Exclusion

As required by the *Corporations Act*, the Group will disregard any votes cast on Item 2 by any member of the Group's key management personnel<sup>1</sup> (**KMP**) or a closely related party<sup>2</sup> of any such member unless:

- i. The person votes as a proxy appointed by writing that specifies how the person is to vote on the resolution; or
- ii. The person is the Chairman of the Meeting and votes as a proxy appointed by writing that authorises the Chairman to vote on the resolution even though that resolution is connected with the remuneration of a member of the Group's KMP.

**What this means for Securityholders:** If you intend to appoint a member of the KMP (such as one of the Directors) as your proxy, please ensure that you direct them how to vote on the proposed resolution in Item 2. If you intend to appoint the Chairman of the Meeting as your proxy, you can direct him how to vote by marking the boxes for Item 2 (for example, if you wish to vote for, against or abstain from voting), or you can choose not to mark any of the boxes for Item 2 and give the Chairman your express authority to vote your undirected proxy (in which case the Chairman will vote in favour of this item of business).

#### ITEM 3 – Election of Director – Ms Norah Barlow

In accordance with Clause 73.2 of the Company's constitution and ASX Listing Rule 14.4 any director appointed to fill a casual vacancy or as an additional director holds office until the next general meeting of securityholders and is then eligible for re-election.

1. 'key management personnel' has the meaning as defined in Section 9 of the *Corporations Act 2001*.  
2. 'closely related party' has the meaning as defined in Section 9 of the *Corporations Act 2001*.

Ms Barlow was appointed to fill a casual vacancy as a Director of the Company on 31 March 2014. Ms Barlow therefore retires at the forthcoming Annual General Meeting in accordance with the Constitution and being eligible, has offered herself for election.

Ms Barlow is a professional company director. For the past 12 years, she has served as the Chief Executive Officer of Summerset Group, the third largest retirement village operator and the second largest developer of villages in New Zealand. She was also a past President of Retirement Villages Association New Zealand, a role she had for six years. Ms Barlow currently sits on the Board of Cigna Life Insurance, Cooks Global Food Group, and serves as a member of the New Zealand Government's National Advisory Council for the Employment of Women. She remains with Summerset in a non-executive director capacity.

*Item 3.3: The Board unanimously (other than Ms Barlow) recommends that Securityholders vote in favour of this resolution.*

#### ITEM 4 – Re-election of Director – Ms Amanda Heyworth

In accordance with Clause 74.1 of the Company's Constitution and ASX Listing Rule 14.4 an election of directors must be held at each AGM. Under Clause 73.2 of the Company's Constitution, directors being submitted for election as a result of their appointment to fill a casual vacancy is not to be included in determining the number of directors who must retire by rotation at the AGM. If no directors are scheduled to be elected under ASX Listing Rule 14.4, then at least one director must retire and be re-elected by securityholders. Normally, this would be the director (other than the Managing Director) who has held office the longest since being appointed or last being elected, or if elected on the same day, as agreed amongst themselves. Two directors have equally held office for the longest period since last being re-appointed on 4 June 2012, Ms Amanda Heyworth and Mr Philip Clark.

Ms Heyworth is retiring at this Meeting in accordance with the Constitution and being eligible, has offered herself for re-election.

Ms Heyworth is a professional company director. She previously served as Executive Director of Playford Capital Venture Capital Fund. She has a wealth of experience in the finance, technology and government sectors. Ms Heyworth brings a finance and growth focus to the Group, having worked on many product launches and geographic expansions and over 40 capital raisings and M&A transactions. She sits on a number of public sector and private boards.

*Item 4: The Board unanimously (other than Ms Heyworth) recommends that Securityholders vote in favour of this resolution.*

#### ITEM 5 – Ratification of issue of Stapled Securities

##### 5.1 Background

On 24 September 2014, the Group announced a capital raising of a security placement to institutional investors. A total of up to 100,700,734 securities (**Placement Securities**) will be issued.

##### 5.2 Reasons for resolution

The issue of the Placement Securities will be beneficial to the Group as the proceeds from the issue of the Placement Securities will provide the Group with funding for further acquisitions of Lifestyle Parks.

Listing Rule 7.1 restricts the number of Equity Securities which a listed entity may issue in any 12 month period, without the approval of Securityholders, to 15% of the number of securities on issue at the start of the period, subject to certain adjustments and permitted exceptions. Listing Rule 7.4 provides that an issue of securities is deemed to have been made with Securityholder approval if Listing Rule 7.1 is not breached at the time the securities were issued and Securityholders subsequently approve the issue.

Therefore, if Securityholders ratify the issue of the Placement Securities pursuant to Item 5, the Group will have the flexibility to issue further Equity Securities up to the 15% limit over the next 12 month period because the Placement Securities will not be counted for the purposes of the 15% limit set out in Listing Rule 7.1.

The following information is provided to Securityholders to allow them to assess Item 5, including for the purposes of Listing Rule 7.5:

- The number of securities to be allotted and issued: Up to 100,700,734.
- Issue price: \$0.45 per stapled security.
- Terms of the Securities: The Placement Securities allotted and issued will rank equally with the existing securities on issue.
- Allottees: The Placement Securities will be allotted and issued to Institutional investors.
- Intended use of funds raised: Funds raised from the issue of the Placement Securities will be used to fund acquisitions of Lifestyle Parks.

##### 5.3 Voting Exclusion Statement

The Company will disregard any votes cast on Item 5 by any person who may participate in the issue of the Placement Securities under this item and a person who might obtain a benefit, except a benefit solely in the capacity of a holder of securities, if the resolution is passed, and any associates of those persons. However the Company will not disregard a vote if it is cast by a person who is entitled to vote, in accordance with the directions on the Proxy Form, or, it is cast by the person chairing the meeting as proxy for a person who is entitled to vote, in accordance with a direction on the Proxy Form to vote as the proxy decides.

As at the date of this Notice, the Company has not invited any existing Shareholder to participate in an issue of Equity Securities under the security placement. Therefore, no existing Shareholders will be excluded from voting on the resolution in Item 5.

*Item 5: The Board unanimously recommends that Securityholders vote in favour of this resolution.*

# Notice of Meetings 2014

## Ingenia Communities Group AGM

### ITEM 6 - Approval to issue securities under the Ingenia Communities Rights Plan

#### 6.1 Background

Listing Rule 7.1 allows the Company to issue a maximum of 15% of its capital in any 12 month period without requiring Securityholder approval. Listing Rule 7.2 allows certain issues of securities to be excluded from the calculation of the number of securities issued in the 12 month period, including under exception 9(b), where an issue is made under an employee incentive plan, if within three years before the date of issue, the terms of the plan are approved by Securityholders.

The resolution of Item 6 proposes that Securityholders consider and approve the Ingenia Communities Rights Plan (**Rights Plan**) in accordance with Listing Rule 7.2, exception 9(b), which would enable securities issued under the Rights Plan over the next three years to be excluded from any calculation of securities for the purposes of Listing Rule 7.1.

The Rights Plan provides for the issuance of Rights which, upon a determination by the Board that the performance conditions attached to the Rights have been met, will result in the issue of stapled securities in the Group for each Right.

No securities have been issued under the Plan and the Plan has not previously been approved by Securityholders.

Under the previous Long Term Incentive Plan, the following securities were issued:

Retention Quantum Rights:	2012/13: 1,818,000 (all of which have vested); and
Performance Quantum Rights:	2012/13: 3,842,000 2013/14: 3,716,000

#### 6.2 Summary of the terms of the Ingenia Communities Rights Plan

The object of the Rights Plan is to:

- align the interests of Eligible Employees with those of securityholders;
- provide incentives to attract, retain and/or motivate Eligible Employees in the interests of INA; and
- provide Eligible Employees with the opportunity to acquire Rights, and ultimately INA Securities, in accordance with these Rules.

A summary of the terms of the Rights Plan are outlined below.

**Grant of Rights:** The Board has discretion to grant rights to Eligible Employees on the terms of the Rights Plan and such additional terms and conditions that the Board determines. Unless the Board determines otherwise, no payment is required for the grant of Rights under the Rights Plan.

**Eligible Participants:** The eligible participants under the Rights Plan are employees of the Group (including Directors) or another person who are determined by the Board to be eligible participants for the purposes of the Rights Plan.

In accordance with the Listing Rules, prior Securityholder approval will be required before any Director or related party of the Group can participate in the Rights Plan and be granted Rights.

- the number or maximum value of Rights being offered, or the method for determining the number or maximum value;
- any applicable Conditions and the applicable Period;
- the time or times at which Rights may vest;
- any amount that will be payable upon vesting of a Right (if applicable);
- the period or periods during which Rights may be exercised and the manner of exercise of the Rights (if applicable);
- the date, time and circumstances when Rights lapse; and
- any other relevant terms and conditions attaching to the Rights or INA Securities held under the Rights Plan (including, for example, any restrictions on transfer of the INA Securities).

**Title to Rights:** Unless the Board determines otherwise, a Right may only be registered in the name of a Participant. A Right granted under, and subject to, these Rules is only transferable with the consent of the Board or by a court of law. Where a Participant purports to transfer a Right other than in accordance with these rules the Right immediately lapses.

**Prohibition against hedging:** A participant in the Rights Plan must not enter into any scheme, arrangement or agreement (including options and derivative products) under which the economic benefit to be derived from Rights that remain subject to these Rules are affected, otherwise the Rights will immediately lapse.

**Vesting and lapse of Rights:** Subject to Board discretion, cessation of employment, fraud or dishonesty, reorganisations and divestment, change of control and Board powers, a Right granted under the Rights Plan will not vest unless the Conditions advised to the Participant have been satisfied. The Board may, in its discretion, determine that a Right vests prior to the date specified by the Board.

Subject to the Board's overriding discretion, an unvested Right granted to a Participant will lapse upon the earliest to occur of:

- the date specified by the Board;
- an event relating to title of the rights, cessation of employment, fraud or dishonesty, reorganisations and divestments or change of control;
- failure to meet the conditions by the end of the Period; or
- the seventh anniversary of the date the Right was granted.

**Satisfaction of vested Rights:** The Board will from time to time determine whether INA will, with respect to each vested Right:

- a. issue or procure the transfer to:
  - i. the Participant (or his or her personal representative); or
  - ii. a trustee who is to hold INA Securities on behalf of the Participant, of the number of INA Securities (including fractions of an INA Security) to which the Participant is entitled in respect of each Right as outlined in the terms of a grant or invitation which may include a formula for calculating the relevant number of INA Securities (**Equity Settled**); or
- b. pay a cash amount equivalent to the Market Price of an INA Security the vesting date multiplied by the number of INA Securities contemplated the conditions in full satisfaction of the INA Securities that would otherwise have been allocated on vesting of the Rights (**Cash Settled**).

**Ranking of INA Securities:** All INA Securities issued under the Rights Plan will rank equally in all respects with other INA Securities for the time being on issue, except with regard to any rights attaching to such other INA Securities by reference to a record date prior to the date of allocation of those INA Securities.

**Listing on ASX:** INA will apply for quotation of INA Securities issued under the Rights Plan within the period required by ASX.

**Transfer restrictions:** The Board may, in its discretion, impose any trading or other restrictions in respect of INA Securities issued or transferred on the vesting of Rights. The Board must provide a Participant with details of any such restrictions at the time of a grant or invitation. The Board may implement any procedure it considers appropriate to restrict a Participant from trading in INA Securities while they remain subject to these Rules including, without limitation, imposing a holding lock on the INA Securities or arranging for the INA Securities to be held on trust.

**Cessation of employment:** Where a Participant holding unvested Rights ceases to be an employee of the Group, those Rights immediately lapse. Notwithstanding this, where a Participant holding unvested Rights ceases to be an employee of the Group due to a Qualifying Reason, the Board may, in its discretion, determine the treatment of those unvested Rights.

**Forfeiture of INA Securities allocated on vesting of Rights:** The Board may, at its discretion, determine that a Participant will forfeit his or her interest in any INA Securities that are allocated to the Participant on vesting of Rights that are subject to an additional holding restriction if, during such restriction period, the Participant:

- a. resigns;
- b. is dismissed for cause; or
- c. is terminated in circumstances that, in the opinion of the Board, involve a failure by the Participant to meet acceptable performance requirements in connection with his or her employment.

For the purposes of this Rights Plan, a Participant will only be treated as ceasing employment when the Participant is no longer an employee of the Group.

**Capital reorganisation:** If:

- a. INA Securities are issued pro rata to INA's Securityholders generally by way of a bonus issue;
- b. INA Securities are offered to INA's Securityholders by way of a rights issue; or
- c. any reorganisation (including a consolidation, subdivision, reduction or return) of the issued capital of INA is effected, then:
 

the number of Rights to which each Participant is entitled will be adjusted in the manner determined by the Board in order to minimise or eliminate any material advantage or disadvantage to the Participant. Any new Rights granted will, unless the Board determines otherwise, be subject to the same terms and conditions as the original Rights.

**Divestment of material business or subsidiary:** Where the Group divests a business designated by the Board for this purpose as 'material', the Board may determine special rules that apply to Participants of that business in relation to the Rights or INA Securities held pursuant to the Rights Plan (and any other entitlements that may arise in relation to those INA Securities). Without limiting the Board's discretion, such rules may include:

- a. varying the Conditions and/or Period applying to the Participant's Rights to take into account the divestment of the business; and
- b. deeming that the Participant remains a Group employee for a specified period.

**Takeover bid or scheme of arrangement:** If an Event occurs prior to Rights vesting then the Board may, in its absolute discretion, determine whether:

- a. some or all unvested Rights vest or lapse (whether subject to Conditions or not); or
- b. some or all of the unvested Rights remain subject to the applicable Conditions (or substitute Conditions), having regard to any matter the Board considers relevant, including, without limitation, the circumstances of the Event, the extent to which the applicable Conditions have been satisfied and/or the proportion of the Period that has elapsed at that time.

If an Event occurs after Rights vest, all INA Securities issued or transferred (as applicable) on vesting of the Rights that remain subject to a trading restriction under the Rights Plan will be released from restriction.

An Event occurs where:

- a. a Takeover Bid is made for Ingenia and the Board resolves to recommend the bid; or
- b. a Takeover Bid is made for Ingenia and the bid is declared unconditional at a time prior to the bidder being entitled to 50% of the issued INA Securities in Ingenia; or
- c. a court convenes a meeting of Securityholders to be held to vote on a proposed scheme of arrangement pursuant to which control of the majority of INA Securities may change; or
- d. any transaction or event is proposed that, in the opinion of the Board, may result in a person becoming entitled to exercise control over Ingenia.

# Notice of Meetings 2014

## Ingenia Communities Group AGM

**Acquisition of securities in another company:** If a company (the Acquiring Company) obtains control of INA and each of INA, the Acquiring Company and the Participant agree, then a Participant may be provided with securities in the Acquiring Company (or its parent or subsidiary) in substitution for Rights, on substantially the same terms and conditions as the Rights, but with appropriate adjustments to the number and kind of securities the subject of the Rights.

**Amendment of the Rules:** The Board may at any time, amend, add to, vary, omit from or substitute any of these Rules, provided that any such amendment may not materially reduce or otherwise prejudicially affect the rights attaching to the Rights granted or the INA Securities issued or transferred (as applicable) pursuant to, and still subject to, the Rights Plan, other than an amendment introduced primarily:

- for the purpose of complying with or conforming to present or future State or Commonwealth legislation;
- to correct any manifest error or mistake; or
- to take into consideration possible adverse tax implications for Ingenia or the Participant arising from, amongst other things, adverse rulings from the Commissioner of Taxation, changes to tax legislation (including an official announcement by the Commonwealth of Australia) and/or changes in the interpretation of tax legislation by a court or tribunal of competent jurisdiction.

**Board powers:** The Board has absolute and unfettered discretion in exercising any power or discretion concerning the Rights Plan.

*Item 6: The Board unanimously recommends that Securityholders vote in favour of this resolution.*

### Voting exclusion

The Company will disregard any votes cast on the proposed Item 6 by any Director of the Company (except one who is ineligible to participate in the Rights Plan and any associate of any such persons. However, the Company need not disregard a vote if:

- it is cast by a person as proxy for a person who is entitled to vote, in accordance with the directions on the Proxy Form; or
- it is cast by the Chairman as proxy for a person who is entitled to vote, in accordance with a direction on the Proxy Form to vote as the proxy does.

In addition, no KMP of the Company or a closely related party of such a member may vote as a proxy on the proposed Item 6 unless:

- the person votes as a proxy appointed by writing that specifies how the person is to vote on the proposed Item 6; or
- the person is the Chairman and votes as a proxy appointed by writing that authorises the Chairman to vote on the proposed Item 6 even though the resolution is connected directly or indirectly with the remuneration of key management personnel of the Company.

### ITEM 7 and 8: Grant of Short Term Incentive Plan Rights and Long Term Incentive Plan Rights to Simon Owen

The terms of Mr Owen's employment contract with Ingenia entitles him to participate in the Ingenia Communities Rights Plan (**Rights Plan**). The Board has proposed that for the year ended 30 June 2015, Mr Owen be eligible for Short Term Incentive Plan (**STIP**) rights and Long Term Incentive Plan (**LTIP**) rights.

The intention of the Rights Plan is to align Securityholder returns of Ingenia Communities Group with the 'at-risk' compensation potentially payable to executive level employees and reward executives who remain in employment and perform at the required levels of performance.

For the year ended 30 June 2015, Mr Owen's remuneration comprises the following components:

- fixed remuneration, including statutory superannuation of \$650,000 per annum;
- an at-risk short term incentive of up to 80% of fixed remuneration as a maximum, with half in cash and the remaining half in Rights to units and deferred for 12 months; and
- an at-risk long term incentive of up to 50% of fixed remuneration in Rights to units, as a maximum.

The at risk deferred portion of the short term incentive and the at risk long term incentive are granted under the Rights Plan and subject to the rules of that plan, in addition to the terms and conditions outlined below.

As disclosed in the Group's 2014 Annual Report, Ingenia engaged external remuneration consultants to provide market benchmarking of senior executive remuneration, including for Mr Owen. The consultants also provided advice in relation Mr Owen's base remuneration and incentive schemes.

### STIP Award

The amount of the short term incentive (**STI**) which Mr Owen is entitled to receive will be determined by the Board, having regard to an assessment of the STIP Performance Conditions set out below following the end of the STI Performance Period (being from 1 July 2014 to 30 June 2015) (**STIP Award**).

The STIP Award is comprised of two components:

- 50% in cash (**STIP Cash Award**); and
- 50% in Rights to INA Securities (**STIP Rights**).

### STIP Cash Award

It is intended that the STIP Cash Award will be paid on or about 1 October 2015, provided that Mr Owen continues to qualify for the STI.



### STIP Rights

The grant of STIP Rights to Mr Owen is subject to Securityholder approval. The number of STIP Rights to be granted to Mr Owen will be determined by dividing 50% of the actual STIP Award (determined following testing against the STIP Performance Conditions) by the volume weighted average price of INA Securities for the 30 trading days prior to the grant date (expected to be on or about 1 October 2015).

Total maximum STI Award: \$520,000

50% of STI Award: \$260,000

STIP Rights to be granted: \$260,000 divided by the volume weighted average price of INA Securities for the 30 days prior to the grant date (expected to be 1 October 2015).

For example if the volume weighted average price of INA Securities for the 30 days prior to the grant date was \$0.475 and the Board determined that Mr Owen was entitled to the full 50% of his STI Award, then 547,368 rights would be granted.

No amount is payable in return for the grant of the STIP Rights.

### Vesting of STIP Rights

The following terms and conditions apply to the STIP Rights:

- The STIP Rights are subject to a 'malus' provision during the deferral period - this means that some or all of the STIP Rights may lapse (and Mr Owen will not receive INA Securities) if:
  - the Board forms the view that INA's earnings growth is not sustainable (in general, this will require earnings growth to be equal to or above 5% on the prior year); or
  - any of the circumstances set out in rules of the Rights Plan occur such as fraud or dishonesty, a breach of obligations or material misstatement of INA's financial statements.
- The STIP Rights are subject to a one-year deferral period and are eligible to vest on the date that is twelve months following the grant date.
- On the vesting date, INA will cause the relevant number of INA Securities to be issued or transferred to Mr Owen as determined in accordance with the Rights Conversion Formula outlined below.
- No amount is payable in return for the issue or transfer of INA Securities.

### STIP Performance Conditions

The STIP Award is subject to the STIP Performance Conditions or Key Performance Indicators (**KPIs**). In each case, the KPIs are set with 'threshold', 'target' and 'stretch' performance levels (with entitlements calculated on a pro-rata basis between these levels). The KPI's are broken into four broad assessment areas Financial, Capital Management, Operational and People and Reporting. Each assessment area is weighted to break down the award further. KPI's and their measures are related to the Assessment Areas.

### LTIP Award

#### Grant of LTIP Rights

The grant date a date on and from the date of this Meeting and within 12 months of the date of this Meeting of LTIP Rights is expected to be 1 October 2014. The grant of LTIP Rights to Mr Owen is subject to Securityholder approval.

The maximum number of LTIP Rights to be granted will be calculated by dividing the LTIP Award opportunity (being a percentage of Mr Owen's total fixed remuneration) by the volume weighted average price of INA Securities for the 30 trading days prior to the grant date (expected to be on or about 1 October 2015).

Maximum LTIP Rights to be granted: \$325,000 divided by the volume weighted average price of INA Securities for the 30 days prior to the grant date (expected to be 1 October 2014).

For example if the volume weighted average price of INA Securities for the 30 days prior to the grant date was \$0.475, then 684,211 rights would be granted.

No amount is payable in return for the grant of the LTIP Rights.

#### Vesting of LTIP Rights

Mr Owen's LTIP Rights will vest, to the extent that the Performance Condition set out below is satisfied at the end of the LTI Performance Period (being from 1 October 2014 to 30 September 2017).

The following terms and conditions apply to Mr Owen's LTIP Rights:

- The LTIP Rights are subject to a 'malus' provision during the deferral period - this means that some or all of Mr Owen's LTIP Rights may lapse (and he will not receive INA Securities) if any of the circumstances set out in rules of the Rights Plan occur such as fraud or dishonesty, a breach of obligations or material misstatement of INA's financial statements.
- On the vesting date, Ingenia will cause the relevant number of INA Securities to be issued or transferred to Mr Owen as determined in accordance with the Rights Conversion Formula outlined below.
- No amount is payable in return for the issue or transfer of INA Securities to you.

#### LTIP Performance Condition

The LTIP Rights are subject to the LTIP Performance Condition which is based on growth in INA's Total Securityholder Return (**TSR**) relative to the ASX300 Industrials Index (**Index**) return over the LTI Performance Period.

TSR is the growth in the security price plus distributions, assuming distributions are reinvested. To minimise the impact of any short-term volatility, Ingenia's TSR will be calculated using the weighted average of the closing security price over the 30 days up to and including the trading day prior to the start and the 30 days up to and including the end trading day of the LTI Performance Period.

# Notice of Meetings 2014

## Ingenia Communities Group AGM

The LTIP Rights will vest on the following basis:

	Growth rate in INA's TSR	% of LTIP Rights that vest
<b>At or below Threshold</b>	Equal to or less than Index + 1% CAGR	nil
<b>Between Threshold and Maximum</b>	Between Index + 1% and Index + 6% CAGR	10% plus an additional amount progressively vesting on a straight line basis between Threshold and Maximum
<b>Maximum</b>	Index + 6% CAGR	100%

### Rights Conversion Formula

Each vested STIP Right and LTIP Right (as relevant) entitles Mr Owen to receive one INA Security plus an additional number of INA Securities calculated on the basis of the distributions that would have been paid in respect of the INA Security during the relevant Period being reinvested in accordance with the following Rights Conversion Formula:

$$INA \text{ Security entitlement} \stackrel{\text{def}}{=} E = \left(1 + \frac{dis_1}{P_{dis_1}}\right) * \left(1 + \frac{dis_2}{P_{dis_2}}\right) * \dots * \left(1 + \frac{dis_n}{P_{dis_n}}\right)$$

where:

- $E$  is the entitlement conversion factor;
- $dis_1, dis_2, \dots, dis_n$  are the distributions paid on an INA Security over the Period (with  $n$  being the total number of distributions paid over that Period);
- $P_{dis_1}, P_{dis_2}, \dots, P_{dis_n}$  are the end-of-day prices on the date that the distributions are paid (i.e. immediate reinvestment of distributions on the distribution date).

The total number of INA Securities that Mr Owen will receive upon vesting of the STIP Rights and/or the LTIP Rights will be the number of vested Rights converted multiplied by  $E$ , with the result rounded up to the nearest whole number.

### Securityholder approval

ASX Listing Rule 10.14 requires Securityholder approval before a director can acquire securities or rights to securities under an employee incentive scheme. Approval from Securityholders is being sought to grant rights to Mr Owen under the Ingenia Communities' Rights Plan in respect of the period commencing on and from the date of this Meeting, with any rights issued within 12 months of the date of this Meeting.

### Information required by ASX Listing Rule 10.15

ASX Listing Rule 10.15 requires the following information to be disclosed in relation to the Rights to be granted to Mr Owen under the Rights Plan:

#### i. Maximum number of rights and Stapled Securities

The maximum number of rights that may be granted to Mr Owen within 12 months of this Meeting is the sum of the maximum STIP Rights and LTIP Rights to be granted. The maximum STIP and LTIP rights to be granted are calculated as follows:

#### RESOLUTION 7:

Maximum STIP Rights to be granted: \$260,000 ÷ volume weighted average price of INA Securities for the 30 days prior to the grant date (expected to be 1 October 2015).

#### RESOLUTION 8:

Maximum LTIP Rights to be granted: \$325,000 ÷ volume weighted average price of INA Securities for the 30 days prior to the grant date (expected to be 1 October 2014).

Thus, for example if the volume weighted average price of INA Securities for the 30 days prior to the grant date was \$0.475, then 547,368 STIP Rights and 684,211 LTIP Rights totalling 1,231,579 rights would be granted.

After the grant of rights, the number of Stapled Securities that Mr Owen may receive at the end of the vesting period on the vesting date will be determined having regard to the satisfaction of performance conditions and the rights conversion formulae.

On vesting of the Rights, the Board will decide on or around the vesting day whether entitlements to securities will be Equity Settled or Cash Settled.

#### ii. Price for each Right (and the price for each INA Security that vests in Mr Owen)

No payment for the Rights and upon vesting of the Rights is required by Mr Owen.

#### iii. Persons who received securities under the Rights Plan since the last approval

No rights have been previously issued under this Rights Plan but under the previous Long Term Incentive Plan, the following securities were issued to Mr Owen:

Retention Quantum Rights:	2012/13: 1,070,000 (all of which have vested); and
Performance Quantum Rights:	2012/13: 2,260,000 2013/14: 2,460,000

These rights were issued on the terms outlined in the Company's Remuneration Report contained in the 2014 Annual Report.

Other key management personnel who received rights under the Rights Plan in relation to the financial year ended 30 June 2015 were Ms Tania Betts and Ms Nikki Fisher. The maximum number of Rights that they will receive is as follows:

Rights	Ms Tania Betts	Ms Nikki Fisher <sup>1</sup>
<b>STI Rights</b>	\$65,600 ÷ 30 day VWAP <sup>2</sup>	\$63,000 ÷ 30 day VWAP <sup>2</sup>
<b>LTI Rights</b>	\$65,600 ÷ 30 day VWAP <sup>2</sup>	\$63,000 ÷ 30 day VWAP <sup>2</sup>

1. Pro-rata for 4 days per week.
2. Volume weighted average price of INA Securities for the 30 days prior to the grant date (expected to be 1 October 2015).

No payment for the granting of the Rights was required by Ms Betts or Ms Fisher.

The granting of these Rights did not require Securityholder approval. The details of these are outlined in the Company's Remuneration Report contained in the 2014 Annual Report.

#### iv. Persons who are entitled to participate in the Rights Plan

The eligible participants under the Rights Plan are employees of the Group (including Directors) or others who are determined by the Board to be eligible participants for the purposes of the Rights Plan. Simon Owen (Managing Director and Chief Executive Officer), Tania Betts (Chief Financial Officer) and Nikki Fisher (Chief Operating Officer) are entitled and eligible to participate in the Rights Plan under the terms of their employment contracts and are KMP. The Board has agreed that other nominated members of the executive management team may participate in deferred equity STIP under the Rights Plan in 2014-15, rather than receiving the whole of their performance remuneration in cash. Those employees are not eligible to participate under the terms of their employment contracts but at the discretion of the Board. The Board has approved participation in deferred STIP as outlined in the above table, and may decide to approve participation of additional senior executive personnel who are recruited during the year.

#### v. Terms of any related loan

There is no loan provided in relation to the acquisition of the Rights by Mr Owen.

#### vi. Issue date of Rights

The Rights will be granted to Mr Owen no earlier than the date of this Meeting and no later than 30 June 2015, on the conditions described in the Explanatory Notes.

#### Voting exclusion

The Company will disregard any votes cast on the proposed Items 7 and 8 by any Director of the Company (except one who is ineligible to participate in any employee incentive scheme in relation to the Company), including Mr Owen and any associate of any such persons. However, the Company need not disregard a vote if:

- it is cast by a person as proxy for a person who is entitled to vote, in accordance with the directions on the Proxy Form; or
- it is cast by the Chairman as proxy for a person who is entitled to vote, in accordance with a direction on the Proxy Form to vote as the proxy does.

In addition, no key management personnel of the Company or a closely related party of such a member may vote as a proxy on the proposed Items 7 and 8 unless:

- the person votes as a proxy appointed by writing that specifies how the person is to vote on the proposed Item 6; or
- the person is the Chairman and votes as a proxy appointed by writing that authorises the Chairman to vote on the proposed Item 7 and 8 even though the resolution is connected directly or indirectly with the remuneration of key management personnel of the Company.

*Items 7 and 8: The Board unanimously (other than Mr Owen) recommends that Securityholders vote in favour of these resolutions.*



## GLOSSARY

**AEDT** means Australian Eastern Daylight Savings Time as observed in Sydney, Australia.

**Annual General Meeting or Meeting** means the meeting convened by the Notice.

**ASX** means ASX Limited.

**ASX Listing Rules** means the Listing Rules of the ASX, as amended or replaced from time to time except to the extent of any express written waiver by ASX.

**Board** means the current Board of directors of the Company.

**Closely Related Party** has the meaning as defined in section 9 of the Corporations Act.

**Company** means Ingenia Communities Holdings Limited (ACN 154 444 925).

**Conditions** means one or more conditions contingent on performance, service, or time elapsed since grant which must be satisfied before a Right vests, as determined by the Board.

**Constitution** means the Company's Constitution.

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

**Directors** means the current Directors of the Company.

**Explanatory Notes** means the Explanatory Notes accompanying the Notice.

**Fund** means Ingenia Communities Fund (ASRN 107 459 576).

**INA** means the Ingenia Communities Group (ASX code: INA), a stapled vehicle made up of a share in Ingenia Communities Holdings Limited, a unit in Ingenia Communities Management Trust and a unit in Ingenia Communities Fund

**INA Security** means a stapled security in INA.

**Key Management Personnel** has the meaning as defined in section 9 of the Corporations Act.

**Notice or Notice of Meeting or Notice of Annual General Meeting** means this notice of annual general meeting and the explanatory notes accompanying the Notice and the Proxy Form.

**Proxy Form** means the proxy form accompanying the Notice.

**Remuneration Report** means the remuneration report set out in the Director's Report section of the Company's annual financial report for the year ended 30 June 2014.

**Resolutions** means the resolutions set out in the Notice, or any one of them, as the context requires.

**Share** means a fully paid ordinary share in the capital of the Company.

**Securityholder** means a holder of a Stapled Security.

**Trust** means Ingenia Communities Management Trust (ASRN 122 928 410).

**Unit** means a unit in the Trust or Fund.

**Unitholder** means a holder of a unit in the Trust or Fund.

## Ingenia Communities Group

Level 5, 151 Castlereagh Street Sydney NSW 2000

T. 1300 132 946

E. [investor@ingeniacommunities.com.au](mailto:investor@ingeniacommunities.com.au)

W. [www.ingeniacommunities.com.au](http://www.ingeniacommunities.com.au)

**INGENIA COMMUNITIES GROUP**

INGENIA COMMUNITIES HOLDINGS LIMITED (ACN 154 444 925)  
INGENIA COMMUNITIES MANAGEMENT TRUST  
(ARSN 122 928 410)  
INGENIA COMMUNITIES FUND (ARSN 107 459 576)  
RESPONSIBLE ENTITY:  
INGENIA COMMUNITIES RE LIMITED (ACN 154 464 990)



**By mail:**  
Ingenia Communities Group  
C/- Link Market Services Limited  
Locked Bag A14  
Sydney South NSW 1235 Australia



**By fax:** +61 2 9287 0309



**All enquiries to: Telephone:** +61 1300 554 474

**PROXY FORM**

I/We being a member(s) of Ingenia Communities Group and entitled to attend and vote hereby appoint:

**STEP 1**

**APPOINT A PROXY**

the Chairman  
of the Meeting  
(mark box)

OR if you are NOT appointing the Chairman of the Meeting as your proxy, please write the name of the person or body corporate (excluding the registered securityholder) you are appointing as your proxy.

Failing the person or body corporate named, or if no person or body corporate is named, the Chairman of the Meeting, as my/our proxy to vote on my/our behalf (including in accordance with the directions set out below or, if no directions have been given, to vote as the proxy sees fit, to the extent permitted by the law) at the Annual General Meeting of the Company to be held at **12:00pm (AEDT) on Wednesday, 12 November 2014 at The Grace Hotel, 77 York Street, Sydney (the Meeting)** and at any postponement or adjournment of the Meeting.

I/we expressly authorise the Chairman of the Meeting to exercise my/our proxy even if the resolution is connected directly or indirectly with the remuneration of a member of the key management personnel.

The Chairman of the Meeting intends to vote undirected proxies in favour of all items of business.

Proxies will only be valid and accepted by the Company if they are signed and received no later than 48 hours before the Meeting.

Please read the voting instructions overleaf before marking any boxes with an

**STEP 2**

**VOTING DIRECTIONS**

	For	Against	Abstain*		For	Against	Abstain*
<b>Item 2</b> Remuneration Report	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>Item 6</b> Approval to issue securities under the Ingenia Communities Group Rights Plan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Item 3</b> Election of Director Ms Norah Barlow	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>Item 7</b> Grant of Short Term Incentive Plan Rights to Simon Owen	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Item 4</b> Re-election of Director Ms Amanda Heyworth	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>Item 8</b> Grant of Long Term Incentive Plan Rights to Simon Owen	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Item 5</b> Ratification of issue of Stapled Securities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				

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

**STEP 3**

**SIGNATURE OF SECURITYHOLDERS - THIS MUST BE COMPLETED**

Securityholder 1 (Individual)

Sole Director and Sole Company Secretary

Joint Securityholder 2 (Individual)

Director/Company Secretary (Delete one)

Joint Securityholder 3 (Individual)

Director

This form should be signed by the securityholder. If a joint holding, either securityholder may sign. If signed by the securityholder's attorney, the power of attorney must have been previously noted by the registry or a certified copy attached to this form. If executed by a company, the form must be executed in accordance with the company's constitution and the *Corporations Act 2001* (Cth).



## HOW TO COMPLETE THIS PROXY FORM

### Your Name and Address

This is your name and address as it appears on the Company's security register. If this information is incorrect, please make the correction on the form. Securityholders sponsored by a broker should advise their broker of any changes. **Please note: you cannot change ownership of your securities using this form.**

### Appointment of a Proxy

If you wish to appoint the Chairman of the Meeting as your proxy, mark the box in Step 1. If the person you wish to appoint as your proxy is someone other than the Chairman of the Meeting please write the name of that person in Step 1. If you appoint someone other than the Chairman of the Meeting as your proxy, you will also be appointing the Chairman of the Meeting as your alternate proxy to act as your proxy in the event the named proxy does not attend the Meeting.

### Votes on Items of Business - Proxy Appointment

You may direct your proxy how to vote by placing a mark in one of the boxes opposite each item of business. All your securities will be voted in accordance with such a direction unless you indicate only a portion of voting rights are to be voted on any item by inserting the percentage or number of securities you wish to vote in the appropriate box or boxes. If you do not mark any of the boxes on the items of business, your proxy may vote as he or she chooses. If you mark more than one box on an item your vote on that item will be invalid.

### Appointment of a Second Proxy

You are entitled to appoint up to two persons as proxies to attend the Meeting and vote on a poll. If you wish to appoint a second proxy, an additional Proxy Form may be obtained by telephoning the Company's security registry or you may copy this form and return them both together.

To appoint a second proxy you must:

- on each of the first Proxy Form and the second Proxy Form state the percentage of your voting rights or number of securities applicable to that form. If the appointments do not specify the percentage or number of votes that each proxy may exercise, each proxy may exercise half your votes. Fractions of votes will be disregarded; and
- return both forms together.

### Signing Instructions

You must sign this form as follows in the spaces provided:

**Individual:** where the holding is in one name, the holder must sign.

**Joint Holding:** where the holding is in more than one name, either securityholder may sign.

**Power of Attorney:** to sign under Power of Attorney, you must lodge the Power of Attorney with the registry. If you have not previously lodged this document for notation, 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 indicate the office held by signing in the appropriate place.

### Corporate Representatives

If a representative of the corporation is to attend the Meeting the appropriate "Certificate of Appointment of Corporate Representative" should be produced prior to admission in accordance with the Notice of Meeting. A form of the certificate may be obtained from the Company's security registry or online at [www.linkmarketservices.com.au](http://www.linkmarketservices.com.au).

## Lodgement of a Proxy Form

This Proxy Form (and any Power of Attorney under which it is signed) must be received at an address given below by **12:00pm (AEDT) on Monday, 10 November 2014**, being not later than 48 hours before the commencement of the Meeting. Any Proxy Form received after that time will not be valid for the scheduled Meeting.

Proxy Forms may be lodged using the reply paid envelope or:



**ONLINE** > [www.linkmarketservices.com.au](http://www.linkmarketservices.com.au)

Login to the Link website using the holding details as shown on the Proxy Form. Select 'Voting' and follow the prompts to lodge your vote. To use the online lodgement facility, securityholders will need their "Holder Identifier" (Securityholder Reference Number (SRN) or Holder Identification Number (HIN) as shown on the front of the Proxy Form).



**by mail:**

Ingenia Communities Group  
C/- Link Market Services Limited  
Locked Bag A14  
Sydney South NSW 1235  
Australia



**by mobile device:**

Our voting website is designed specifically for voting online. You can now lodge your proxy by scanning the QR code adjacent or enter the Ingenia Communities Group voting link [www.linkmarketservices.com.au](http://www.linkmarketservices.com.au) into your mobile device. Login using the holder number and postcode for your Securityholding.

QR Code



**by fax:**

+61 2 9287 0309

To scan the code you will need a QR code reader application which can be downloaded for free on your mobile device.



**by hand:**

delivering it to Link Market Services Limited, Level 12, 680 George Street, Sydney NSW 2000.

**If you would like to attend and vote at the Annual General Meeting, please bring this form with you.  
This will assist in registering your attendance.**