



MARKET RELEASE

12 December 2016

ASG Group Limited

SUSPENSION FROM OFFICIAL QUOTATION

The securities of ASG Group Limited (the “Company”) will be suspended from quotation immediately following lodgement with the Australian Securities and Investments Commission of the Federal Court of Australia orders approving the scheme of arrangement by which Nomura Research Institute Limited will acquire all of the issued securities in the Company.

Security Code: ASZ

Anjuli Sinniah

Adviser, Listings Compliance (Perth)

ASG Group Limited
ABN 57 070 045 117
info @asggroup.com.au

ASGGROUP.COM.AU



12 December 2016

Anjuli Sinniah
Adviser, Listings Compliance (Perth)
ASX Compliance Pty Ltd
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Anjuli.Sinniah@asx.com.au

By email

Dear Anjuli

ASG Group Limited – Request for suspension of securities from official quotation

Pursuant to ASX Listing Rule 17.2, ASG Group Limited ACN 070 045 117 (ASX: ASZ) (**ASG**) requests the suspension from official quotation of ASG shares, effective from the close of trading today.

This follows lodgement with the Australian Securities and Investments Commission (**ASIC**) of the orders of the Federal Court of Australia (**Orders**) approving the scheme of arrangement by which Nomura Research Institute, Ltd. (**NRI**) will acquire 100% of the share capital of ASG.

ASG provides the following information in accordance with Listing Rule 17.2.

1. ASG has requested the suspension from official quotation of ASG shares following lodgement with ASIC of the Orders approving the Scheme, to facilitate implementation of the Scheme.
2. ASG requests the suspension from official quotation of its shares until ASG requests to be removed from the official list of the ASX. Please do not remove ASG from the official list prior to receipt of the request to do so from ASG.
3. The request for removal from the official list is expected to be made following implementation of the Scheme, which is expected to occur on 23 December 2016. That request will specify 28 December as the date for the delisting to take effect.
4. ASG is not aware of any reason why the shares should not be suspended.
5. ASG is not aware of any other information necessary to inform the market about the suspension.

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A copy of the Orders is attached.

Please contact me if you have any queries on 0419 914 629.

Yours sincerely

A handwritten signature in dark ink, appearing to read 'Peter Torre', with a long horizontal flourish extending to the right.

PETER TORRE

Company Secretary

ASG Group Limited

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Federal Court of Australia

District Registry: Western Australia

Division: General

No: WAD484/2016

ASG GROUP LIMITED and another named in the schedule
Plaintiff

ORDER

JUDGE: SIOPIJ J


DATE OF ORDER: 12 DECEMBER 2016

WHERE MADE: PERTH

THE COURT ORDERS THAT:

- 1 Pursuant to sections 411(4)(b) and 411(6) of the *Corporations Act 2001* (Cth) (Act), the scheme of arrangement between the plaintiff and its shareholders, a copy of which is annexed to these orders and marked Annexure A, be approved.
- 2 Pursuant to section 411(12) of the Act, the plaintiff be exempted from compliance with section 411(11) of the Act, in relation to the scheme of arrangement referred to in Order 1 of these orders.
- 3 Pursuant to section 1322(4)(a) of the Act:
 - (a) the scheme meeting held on 8 December 2016 is not invalid; and
 - (b) the resolution passed at the scheme meeting is not invalid.

Date that entry is stamped: 12 December 2016


Registrar



KING&WOOD
MALLESONS

Annexure A

Scheme of Arrangement

ASG Group Limited ABN 57 070 045 117 (**ASG**)

Scheme Participants

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Scheme of Arrangement

Details

Parties	ASG and Scheme Participants	
ASG	Name	ASG Group Limited
	ABN	57 070 045 117
	Formed in	Victoria, Australia
	Address	Level 9, 167 St Georges Terrace Perth, WA 6000 Australia
	Telephone	+61 8 9420 5420
	Fax	+61 8 9420 5422
	Attention	Peter Torre
Scheme Participants	Name	Each person registered as a holder of fully paid ordinary shares in ASG as at 5.00pm on the Record Date
Governing law	Western Australia	



General terms

1 Definitions and interpretation

1.1 Definitions

In this Scheme:

ASIC means the Australian Securities and Investments Commission.

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

ASG Shareholder means each person recorded in the Register as a holder of ASG Shares.

ASX means ASX Limited (ABN 98 008 624 691) or the Australian Securities Exchange, as appropriate.

Business Day means a business day as defined in the Listing Rules.

CHESS means the Clearing House Electronic Subregister System managed by ASX.

Corporations Act means the Corporations Act 2001 (Cth).

Court means the Federal Court of Australia or the Supreme Court of Western Australia, or such other Australian court of competent jurisdiction agreed to in writing by NRI and ASG.

Deed Poll means the deed poll dated 25 October 2016 executed by NRI substantially in the form of Annexure B of the Scheme Implementation Agreement or as otherwise agreed by NRI and ASG under which NRI covenants in favour of each Scheme Participant to perform its obligations under this Scheme.

Effective means the coming into effect, pursuant to section 411(10) of the Corporations Act, of the order of the Court made under section 411(4)(b) of the Corporations Act in relation to this Scheme, but in any event at no time before an office copy of the order of the Court is lodged with ASIC.

Effective Date means the date on which the Scheme becomes Effective.

Encumbrance means any mortgage, lien, charge, pledge, assignment by way of security, security interest (including any 'security interest' within the meaning of section 12 of the Personal Property Securities Act 2009 (Cth)), title retention, preferential right or trust arrangement, claim, covenant or any other security arrangement having the same effect.

End Date means 30 June 2017 or such other date as is agreed in writing by NRI and ASG.

Immediately Available Funds means a bank cheque or other form of cleared funds acceptable to ASG, acting reasonably.



Implementation Date means the fifth Business Day following the Record Date or such other date as is agreed in writing by NRI and ASG.

Listing Rules means the Listing Rules of the ASX.

NRI means Nomura Research Institute, Ltd.

Record Date means 5.00pm (Perth time) on the fifth Business Day following the Effective Date or such other date as ASG and NRI agree.

Register means the register of members of ASG maintained by or on behalf of ASG in accordance with section 168(1) of the Corporations Act.

Registered Address means, in relation to an ASG Shareholder, the address shown in the Register.

Regulatory Authority means:

- (a) ASX and ASIC;
- (b) a government or governmental, semi-governmental or judicial entity or authority;
- (c) a minister, department, office, commission, delegate, instrumentality, agency, board, authority or organisation of any government; and
- (d) any regulatory organisation established under statute.

Scheme means this scheme of arrangement between ASG and Scheme Participants under which all of the Scheme Shares will be transferred to NRI under Part 5.1 of the Corporations Act as described in clause 5.2 of this Scheme, in consideration for the Scheme Consideration, subject to any amendments or conditions made or required by the Court pursuant to section 411(6) of the Corporations Act to the extent they are approved in writing by ASG and NRI in accordance with clause 8.2 of this Scheme.

Scheme Consideration means \$1.63 paid in respect of each Scheme Share to be provided by NRI to Scheme Participants under the terms of this Scheme for the transfer to NRI of their Scheme Shares.

Scheme Implementation Agreement means the scheme implementation agreement dated 30 September 2016 between ASG and NRI under which, amongst other things, ASG has agreed to propose this Scheme to ASG Shareholders, and each of NRI and ASG has agreed to take certain steps to give effect to this Scheme.

Scheme Meeting means the meeting of ASG Shareholders, ordered by the Court to be convened pursuant to section 411(1) of the Corporations Act at which ASG Shareholders will vote on this Scheme and includes any meeting convened following any adjournment or postponement of that meeting.

Scheme Participant means each person who is an ASG Shareholder as at 5.00pm on the Record Date.

Scheme Share means an ASG Share held by a Scheme Participant as at the Record Date.

Scheme Transfer means, for each Scheme Participant, a duly completed and executed proper instrument of transfer of the Scheme Shares held by that Scheme Participant for the purposes of section 1071B of the Corporations Act, which may be a master transfer of all Scheme Shares.



Second Court Date means the day on which the Court makes an order pursuant to section 411(4)(b) of the Corporations Act approving the Scheme.

Trust Account means the Australian dollar trust account operated by ASG to hold the Scheme Consideration on trust for Scheme Participants for the purpose of paying the Scheme Consideration to the Scheme Participants in accordance with clause 6.3 of this Scheme, as nominated by ASG at least 5 Business Days prior to the Implementation Date.

1.2 Reference to certain general terms

Unless the contrary intention appears, a reference in this Scheme to:

- (a) **(variations or replacement)** a document, agreement (including this document) or instrument is a reference to that document, agreement or instrument as amended, consolidated, supplemented, novated or replaced;
- (b) **(clauses, annexures and schedules)** a clause, annexure or schedule is a reference to a clause in or annexure or schedule to this document;
- (c) **(reference to statutes)** a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (d) **(law)** law means common law, principles of equity, and laws made by parliament (and laws made by parliament include State, Territory and Commonwealth laws and regulations and other instruments under them, and consolidations, amendments, re-enactments or replacements of any of them);
- (e) **(singular includes plural)** the singular includes the plural and vice versa;
- (f) **(party)** a party means a party to this Scheme;
- (g) **(person)** the word "person" includes an individual, a firm, a body corporate, a partnership, a joint venture, an unincorporated body or association, or any Regulatory Authority;
- (h) **(executors, administrators, successors)** a particular person includes a reference to the person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns;
- (i) **(dollars)** Australian dollars, dollars, A\$ or \$ is a reference to the lawful currency of Australia;
- (j) **(calculation of time)** a period of time dating from a given day or the day of an act or event, is to be calculated exclusive of that day;
- (k) **(reference to a day)** a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later;
- (l) **(meaning not limited)** the words "include", "including", "for example" or "such as" when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind; and
- (m) **(time of day)** time is a reference to Perth, Western Australia time.



1.3 Headings

Headings (including those in brackets at the beginning of paragraphs) are for convenience only and do not affect the interpretation of this Scheme.

2 Preliminary

2.1 ASG

ASG is:

- (a) a public company limited by shares;
- (b) incorporated in Australia and registered in Victoria, Australia; and
- (c) admitted to the official list of the ASX and ASG Shares are officially quoted on the stock market conducted by ASX.

As at 24 October 2016, ASG's issued securities comprise:

- (a) 201,781,465 ASG Shares; and
- (b) 12,540,000 unlisted options.

2.2 NRI

NRI is a company incorporated in Japan and listed on the Tokyo Stock Exchange.

2.3 If Scheme becomes Effective

If this Scheme becomes Effective:

- (a) in consideration of the transfer of each Scheme Share to NRI, ASG will procure NRI to provide the Scheme Consideration to Scheme Participants in accordance with the terms of this Scheme and the Deed Poll;
- (b) all Scheme Shares, and all the rights and entitlements attaching to them, will be transferred to NRI on the Implementation Date; and
- (c) ASG will enter the name of NRI in the Register in respect of all Scheme Shares transferred to NRI in accordance with the terms of this Scheme.

2.4 Scheme Implementation Agreement

By executing the Scheme Implementation Agreement, subject to the terms and conditions of the Scheme Implementation Agreement, ASG and NRI have agreed to implement the terms of this Scheme.

2.5 Deed Poll

This Scheme attributes actions to NRI but does not itself impose an obligation on NRI to perform those actions. NRI has agreed by executing the Deed Poll to perform (or procure the performance of) its obligations as contemplated by this Scheme, including to provide the Scheme Consideration to Scheme Participants.



3 Conditions precedent

3.1 Conditions precedent to Scheme

This Scheme is conditional on, and will have no force or effect until, the satisfaction of each of the following conditions precedent:

- (a) as at 8.00am on the Second Court Date, neither the Scheme Implementation Agreement nor the Deed Poll having been terminated in accordance with their terms;
- (b) all of the conditions precedent in schedule 2 of the Scheme Implementation Agreement having been satisfied or waived (other than the condition precedent relating to the approval of the Court in item 3) in accordance with the terms of the Scheme Implementation Agreement;
- (c) the Court having approved this Scheme, with or without any modification or condition, pursuant to section 411(4)(b) of the Corporations Act, and if applicable, ASG and NRI having accepted in writing any such modification or condition made or required by the Court under section 411(6) of the Corporations Act and any such conditions having been satisfied or waived; and
- (d) the coming into effect, pursuant to section 411(10) of the Corporations Act, of the orders of the Court made under section 411(4)(b) of the Corporations Act (and, if applicable, section 411(6) of the Corporations Act) in relation to this Scheme.

3.2 Conditions precedent and operation of clauses 5 and 6

The satisfaction of each condition of clause 3.1 of this Scheme is a condition precedent to the operation of clauses 5 and 6 of this Scheme.

3.3 Certificate in relation to conditions precedent

ASG and NRI must each provide to the Court on the Second Court Date a certificate (or such other evidence as the Court requests) confirming (in respect of matters within their knowledge) whether or not all of the conditions precedent set out in clause 3.1(a) and 3.1(b) of this Scheme have been satisfied or waived as at 8.00am on the Second Court Date.

The certificates referred to in this clause 3.3 will constitute conclusive evidence of whether the conditions precedent referred to in clause 3.1(a) and 3.1(b) of this Scheme have been satisfied or waived as at 8.00am on the Second Court Date.

4 Scheme

4.1 Effective Date

Subject to clause 4.2, this Scheme will come into effect pursuant to section 411(10) of the Corporations Act on and from the Effective Date.

4.2 End Date

This Scheme will lapse and be of no further force or effect if:

- (a) the Effective Date does not occur on or before the End Date; or



- (b) the Scheme Implementation Agreement or the Deed Poll is terminated in accordance with its terms,

unless ASG and NRI otherwise agree in writing.

5 Implementation of Scheme

5.1 Lodgement of Court orders with ASIC

ASG will lodge with ASIC in accordance with section 411(10) of the Corporations Act an office copy of the Court order approving this Scheme as soon as possible, and in any event by no later than 5.00pm on the first Business Day after the day on which the Court approves this Scheme or such later time as NRI and ASG agree in writing.

5.2 Transfer and registration of Scheme Shares

On the Implementation Date, but subject to the provision of the Scheme Consideration for the Scheme Shares in accordance with clauses 6.1 to 6.3 and 6.5(a) of this Scheme (but subject to clause 6.5(b)) and NRI having provided ASG with written confirmation of the payment contemplated by clause 6.2:

- (a) the Scheme Shares, together with all rights and entitlements attaching to the Scheme Shares as at the Implementation Date, will be transferred to NRI without the need for any further act by any Scheme Participant (other than acts performed by ASG as attorney and agent for Scheme Participants under this Scheme) by:
- (i) ASG delivering to NRI a duly completed and executed Scheme Transfer executed on behalf of the Scheme Participants by ASG; and
 - (ii) NRI duly executing the Scheme Transfer and delivering it to ASG for registration; and
- (b) immediately following receipt of the duly executed Scheme Transfer, ASG must enter the name of NRI in the Register in respect of all Scheme Shares transferred to NRI in accordance with the terms of this Scheme.

5.3 Entitlement to Scheme Consideration

On the Implementation Date, in consideration for the transfer to NRI of the Scheme Shares, each Scheme Participant will be entitled to receive the Scheme Consideration in respect of each of their Scheme Shares in accordance with clause 6 of this Scheme.

5.4 Title and rights in ASG Shares

Subject to the provision of the Scheme Consideration for the Scheme Shares as contemplated by clauses 5.2 and 6.3 of this Scheme, on and from the Implementation Date, NRI will be beneficially entitled to the Scheme Shares transferred to it under the Scheme, pending registration by ASG of NRI in the Register as the holder of the Scheme Shares.



5.5 Scheme Participants' agreements

Under this Scheme, each Scheme Participant agrees to the transfer of their Scheme Shares, together with all rights and entitlements attaching to those Scheme Shares, in accordance with the terms of this Scheme.

5.6 Warranty by Scheme Participants

Each Scheme Participant warrants to NRI and is deemed to have authorised ASG to warrant to NRI as agent and attorney for the Scheme Participant by virtue of this clause 5.6, that:

- (a) all their Scheme Shares (including any rights and entitlements attaching to those shares) transferred to NRI under the Scheme will, as at the date of the transfer, be fully paid and free from all Encumbrances; and
- (b) they have full power and capacity to sell and to transfer their Scheme Shares (including any rights and entitlements attaching to those shares) to NRI under the Scheme.

5.7 Transfer free of Encumbrances

To the extent permitted by law, all ASG Shares (including any rights and entitlements attaching to those shares) which are transferred to NRI under this Scheme will, at the date of the transfer of them to NRI, vest in NRI free from all Encumbrances and interests of third parties of any kind, whether legal or otherwise, and free from any restrictions on transfer of any kind not referred to in this Scheme.

5.8 Appointment of NRI as sole proxy

Subject to the provision of the Scheme Consideration for the Scheme Shares as contemplated by clauses 5.2 and 6.3 of this Scheme, on and from the Implementation Date until ASG registers NRI as the holder of all of the ASG Shares in the Register, each Scheme Participant:

- (a) is deemed to have irrevocably appointed NRI and each of its directors, officers and secretaries as its sole proxy and, where applicable or appropriate, corporate representative, to attend shareholders' meetings, exercise the votes attaching to the Scheme Shares registered in their name and sign any shareholders' resolution, and no Scheme Participant may itself attend or vote at any of those meetings or sign any resolutions, whether in person, by proxy or by corporate representative (other than pursuant to this clause 5.8(a));
- (b) must take all other actions in the capacity of the registered holder of Scheme Shares as NRI directs; and
- (c) acknowledges and agrees that in exercising the powers referred to in clause 5.8(a), NRI and any director, officer, secretary or agent nominated by NRI under clause 5.8(a) may act in the best interests of NRI as the intended registered holder of the Scheme Shares.

6 Scheme Consideration

6.1 Consideration under the Scheme

ASG and NRI must pay (or procure the payment of) the Scheme Consideration to the Scheme Participants in accordance with clauses 6.2, 6.3 and 6.4 of this Scheme.



6.2 Satisfaction of obligations

NRI must, and ASG must use its best endeavours to procure that NRI does, no later than the two Business Days before the Implementation Date, deposits (or procures the deposit) in Immediately Available Funds the aggregate amount of the Scheme Consideration payable to all Scheme Participants into the Trust Account (except that the amount of any interest (less any bank fees and other charges) on the amount deposited will be to NRI's account).

6.3 Payment of Scheme Consideration

On the Implementation Date, subject to receipt of the Scheme Consideration from NRI in accordance with clause 6.2 of this Scheme, ASG must pay or procure payment to each Scheme Participant an amount equal to the Scheme Consideration for each Scheme Share transferred to NRI on the Implementation Date by that Scheme Participant.

Unless otherwise directed by the Scheme Participant before the Record Date, the amounts referred to in this clause 6.3 of this Scheme must be paid by direct credit or sending a cheque drawn on an Australian bank in Australian currency on the Implementation Date to each Scheme Participant by pre-paid regular post (or, if the address of the Scheme Participant in the Register is outside Australia, by pre-paid airmail post) to their address recorded in the Register at 5.00pm on the Record Date (or in the case of joint holders, in accordance with the procedures set out in clause 6.6).

6.4 Unclaimed monies

ASG may cancel a cheque issued under clause 6.3 of this Scheme if the cheque:

- (a) is returned to ASG; or
- (b) has not been presented for payment within six months after the date on which the cheque was sent.

During the period of one year commencing on the Implementation Date, on request in writing from a Scheme Participant to ASG, ASG must reissue a cheque that was previously cancelled under this clause 6.4.

6.5 Orders of a court

In the case of notice having been given to ASG (or ASG's share registry) of an order made by a court of competent jurisdiction:

- (a) which requires payment to a third party of a sum in respect of Scheme Shares held by a particular Scheme Participant, which would otherwise be payable to that Scheme Participant in accordance with clause 6.3 of this Scheme, then ASG shall procure that payment is made in accordance with that order; or
- (b) which would prevent ASG from dispatching payment to any particular Scheme Participant in accordance with clause 6.3 of this Scheme, ASG will retain an amount, in Australian dollars, equal to the number of Scheme Shares held by that Scheme Participant multiplied by the Scheme Consideration until such time as payment in accordance with clause 6.3 of this Scheme is permitted by law.

6.6 Joint holders

In the case of Scheme Shares held by Scheme Participants in joint names, any cheque required to be paid to those Scheme Participants must be made payable



to the joint holders and be forwarded to the holder whose name appears first in the Register as at 5.00pm on the Record Date.

7 Dealings in Scheme Shares

7.1 Determination of Scheme Participants

To establish the identity of the Scheme Participants, dealings in Scheme Shares will only be recognised by ASG if:

- (a) in the case of dealings of the type to be effected using CHES, the transferee is registered in the Register as the holder of the relevant Scheme Shares on or before 5.00pm on the Record Date; and
- (b) in all other cases, registrable transmission applications or transfers in registrable form in respect of those dealings are received on or before 5.00pm on the Record Date at the place where the Register is kept.

7.2 Register

ASG must register any registrable transmission applications or transfers of the Scheme Shares received in accordance with clause 7.1(b) of this Scheme on or before 5.00pm on the Record Date.

7.3 No disposals after Record Date

If this Scheme becomes Effective, a holder of Scheme Shares (and any person claiming through that holder) must not dispose of, or purport or agree to dispose of, any Scheme Shares or any interest in them after the Record Date in any way except as set out in this Scheme, and any attempt to do so will be void and of no legal effect whatsoever and ASG will be entitled to disregard any such disposal, purported disposal or agreement.

ASG will not accept for registration or recognise for any purpose any transmission, application or transfer in respect of Scheme Shares received after 5.00pm on the Record Date (except a transfer to NRI pursuant to this Scheme and any subsequent transfer by NRI or its successors in title) or received prior to the Record Date but not in registrable or actionable form.

7.4 Maintenance of ASG Register

For the purpose of determining entitlements to the Scheme Consideration, ASG will maintain the Register in accordance with the provisions of this clause 7 until the Scheme Consideration has been paid to the Scheme Participants and NRI has been entered in the Register as the holder of all the Scheme Shares. The Register in this form will solely determine entitlements to the Scheme Consideration.

7.5 Effect of certificates and holding statements

Any statements of holding in respect of Scheme Shares will cease to have effect after 5.00pm on the Record Date as documents of title in respect of those shares. After 5.00pm on the Record Date, each entry current on the Register as at 5.00pm on the Record Date (other than entries on the Register in respect of NRI) will cease to have effect except as evidence of entitlement to the Scheme Consideration in respect of ASG Shares relating to that entry.



7.6 Details of Scheme Participants

As soon as practicable after the Record Date, and in any event within one Business Day after the Record Date, ASG will ensure that details of the names, Registered Addresses and holdings of Scheme Shares for each Scheme Participant, as shown in the Register at 5.00pm on the Record Date are available to NRI in such form as NRI reasonably requires.

7.7 Quotation of ASG Shares

- (a) ASG will apply to ASX to suspend trading on ASX in ASG Shares with effect from the close of trading on ASX on the Effective Date.
- (b) After the Scheme has been fully implemented, ASG will apply:
 - (i) for termination of the official quotation of ASG Shares on ASX; and
 - (ii) to have itself removed from the official list of the ASX.

8 General Scheme provisions

8.1 Power of attorney

Each Scheme Participant, without the need for any further act, irrevocably appoints ASG and each of its directors, officers and secretaries (jointly and each of them severally) as its attorney and agent for the purpose of:

- (a) executing any document necessary or expedient to give effect to this Scheme including the Scheme Transfer;
- (b) enforcing the Deed Poll against NRI,

and ASG accepts such appointment. ASG as attorney and agent of each Scheme Participant, may sub-delegate its functions, authorities or powers under this clause 8.1 to all or any of its directors, officers, secretaries or employees (jointly, severally or jointly and severally).

8.2 Variations, alterations and conditions

ASG may, with the consent of NRI (which cannot be unreasonably withheld), by its counsel or solicitor consent on behalf of all persons concerned to any variations, alterations or conditions to this Scheme which the Court thinks fit to impose. Each Scheme Participant agrees to any such variation, alteration or condition.

8.3 Further action by ASG

ASG will execute all documents and do all things (on its own behalf and on behalf of each Scheme Participant) necessary or expedient to implement, and perform its obligations under, this Scheme.

8.4 Authority and acknowledgement

Each of the Scheme Participants:

- (a) irrevocably consents to ASG and NRI doing all things and executing all deeds, instruments, transfers or other documents necessary or expedient for or incidental to the implementation and performance of this Scheme; and



- (b) acknowledges that this Scheme binds ASG and all Scheme Participants (including those who do not attend the Scheme Meeting or do not vote at that meeting or vote against the Scheme at that Meeting) and, to the extent of any inconsistency and to the extent permitted by law, overrides the constitution of ASG.

8.5 No liability when acting in good faith

Each Scheme Participant agrees that neither ASG, NRI, nor any of their respective directors, officers, employees and advisers (as applicable), will be liable for anything done or omitted to be done in the performance of this Scheme in good faith.

8.6 Enforcement of Deed Poll

ASG undertakes in favour of each Scheme Participant to enforce the Deed Poll against NRI on behalf of and as agent and attorney for the Scheme Participants.

8.7 Stamp duty

NRI will pay all stamp duty (including any fines, penalties and interest) payable in connection with this Scheme.

8.8 Notices

- (a) If a notice, transfer, transmission application, direction or other communication referred to in this Scheme is sent by post to ASG, it will not be taken to be received in the ordinary course of post or on a date and time other than the date and time (if any) on which it is actually received at ASG's registered office or at the office of the registrar of ASG Shares.
- (b) The accidental omission to give notice of the Scheme Meeting or the non-receipt of such a notice by any ASG Shareholder shall not, unless so ordered by the Court, invalidate the Scheme Meeting or the proceedings of the Scheme Meeting.

9 Governing law

9.1 Governing law

This Scheme is governed by the law in force in Western Australia.

9.2 Jurisdiction

Each party irrevocably and unconditionally:

- (a) submits to the non-exclusive jurisdiction of the courts of Western Australia, Commonwealth courts having jurisdiction in that State and the courts in Australia competent to determine appeals from those courts, with respect to any proceedings in connection with this Scheme; and
- (b) waives, without limitation, any claim or objection to the venue of any legal process in these courts on the basis of the absence of jurisdiction or inconvenient forum.



Schedule

No: WAD484/2016

Federal Court of Australia

District Registry: Western Australia

Division: General

Interested Person NOMURA RESEARCH INSTITUTE LTD