



AWB LIMITED ABN 99 081 890 459
380 La Trobe Street, Melbourne, Victoria 3000, Australia
GPO Box 4562, Melbourne, Victoria 3001, Australia
www.awb.com.au

Friday 19th November 2010

Lodgement of Court Order

As foreshadowed in AWB's ASX announcement on 17 November 2010, AWB confirms that an office copy of the order made by the Supreme Court of Victoria on 17 November 2010 approving the scheme of arrangement between AWB and its shareholders was lodged with ASIC today. Accordingly, the scheme is now legally effective.

A copy of the Court's order as lodged with ASIC today is attached.

Peter Patterson
Company Secretary

**IN THE SUPREME COURT OF VICTORIA
AT MELBOURNE
COMMERCIAL AND EQUITY DIVISION
COMMERCIAL COURT**

LIST E
No. SCI 2010 05177

**IN THE MATTER OF AWB LIMITED
ABN 99 081 890 459**



AWB LIMITED ABN 99 081 890 459

Plaintiff

GENERAL FORM OF ORDER

Date of document: 17 November 2010

Filed on behalf of: The Plaintiff

Prepared by:

Freehills

Solicitors

Level 43

101 Collins Street

Melbourne VIC 3000

Solicitors Code: 420

DX: 240 Melbourne

Tel: 61 3 9288 1234

Fax: 61 3 9288 1567

Ref: P Wenk / S Mote

JUDGE:

The Honourable Justice Ferguson

DATE MADE:

17 November 2010

ORIGINATING PROCESS:

Originating Process filed 23 September 2010

HOW OBTAINED:

On return of the Originating Process

ATTENDANCE:

Mr J. B. R. Beach, of her Majesty's counsel, and Mr B. F. Quinn, of counsel, for the Plaintiff

Mr F. Prickett, of Clayton Utz, for Agrium Inc.

OTHER MATTERS:

It was noted that a statement dated 17 November 2010 had been given by the Australian Securities and Investments Commission in accordance with section 411(17)(b) of the Corporations Act 2001 (Cth).



THE COURT ORDERS THAT:

1. The scheme of arrangement in this proceeding, the terms of which are set out in the document scheduled to this Order, be and is hereby approved pursuant to section 411(4)(b) of the Corporations Act 2001 (Cth).
2. The Plaintiff be exempted from compliance with section 411(11) of the Corporations Act 2001 (Cth) in relation to the scheme of arrangement.
3. Compliance with rule 3.5 of the Supreme Court (Corporations) Rules 2003 (Vic) is dispensed with.
4. An office copy of this Order be lodged with the Australian Securities and Investments Commission on 19 November 2010.
5. Exhibit AJSM6 be marked and kept confidential.
6. The solicitors for the Plaintiff draw up this order and that it be signed by a Judge pursuant to rule 60.02(2) of the Supreme Court (General Civil Procedure) Rules 2005.

DATE MADE: 17 November 2010



The Honourable Justice Ferguson

SCHEDULE



Scheme of arrangement

This scheme of arrangement is made under section 411 of the *Corporations Act 2001* (Cth)

Between the parties

AWB Limited (ACN 081 890 459) of Level 21, 380 La Trobe Street, Melbourne, Victoria 3000 (AWB)

Each person registered as a holder of fully paid ordinary shares in AWB in the AWB Share Register as at the Scheme Record Date (Scheme Shareholders)

1. Definitions and interpretation

1.1 DEFINITIONS

The meanings of the terms used in this Scheme are set out below.

Term	Meaning
Agrium	Agrium Inc. of 13131 Lake Fraser Drive S.E. Calgary, Alberta, Canada, T2J 7E8.
Agrium Subsidiary	a subsidiary of Agrium in respect of which Agrium has made an election under the Scheme Implementation Deed that that subsidiary acquire the Scheme Shares under the Scheme.
ASIC	the Australian Securities and Investments Commission.
ASX	ASX Limited ABN (98 008 624 691).
AWB	AWB Limited (ACN 081 890 459).
AWB Registry	Computershare Investor Services Pty Limited (ACN 078 279 277).
AWB Share	a fully paid ordinary share in AWB.
AWB Shareholder	a person who is registered as the holder of an AWB Share.
AWB Share Register	the register of members of AWB maintained in accordance with the Corporations Act.
Business Day	a day that is not a Saturday, Sunday, public holiday or bank holiday in Melbourne.
CHESS	the clearing house electronic sub-register system of share transfers operated by ASX Settlement and Transfer Corporation Pty Ltd (ACN 008 504 532).
Corporations Act	the <i>Corporations Act 2001</i> (Cth).
Court	the Supreme Court of Victoria or such other court of competent jurisdiction under the Corporations Act agreed to in writing by Agrium and AWB.
Deed Poll	the deed poll dated 6 October 2010 executed by Agrium under which Agrium covenants in favour of the Scheme Shareholders to perform its obligations under this Scheme.
Effective	when used in relation to the Scheme, the coming into effect, under section 411(10) of the Corporations Act, of the Court order made under section 411(4)(b) of the Corporations Act in relation to this Scheme.
Effective Date	the date on which this Scheme becomes Effective.
End Date	31 March 2011.
Implementation Date	two Business Days after the Scheme Record Date, or such other day as AWB and Agrium agree.

Term	Meaning
Permitted Dividend	<p>a fully franked dividend, not exceeding the lesser of:</p> <ul style="list-style-type: none"> • 20 cents per AWB Share; or • the maximum amount per AWB Share which can be fully franked, <p>in respect of which a tax ruling or draft tax ruling in a form acceptable to AWB and Agrium (acting reasonably) is given by the Australian Taxation Office with the knowledge of the funding arrangement proposed in clause 4.3 of the Scheme Implementation Deed, and which is paid by AWB (in its absolute discretion) after the Effective Date without resulting in AWB being in franking deficit immediately after paying the dividend.</p>
Registered Address	in relation to an AWB Shareholder, the address shown in the AWB Share Register.
Registrar	the person for the time being responsible for the maintenance of the AWB Share Register.
Related Body Corporate	the meaning given in the Corporations Act.
Scheme	this scheme of arrangement subject to any alterations or conditions made or required by the Court under section 411(6) of the Corporations Act and agreed to by AWB and Agrium.
Scheme Consideration	for every AWB Share held by a Scheme Shareholder as at the Scheme Record Date, \$1.50 cash, as reduced by the cash amount of any dividend paid by AWB between the date of this deed and the Implementation Date (subject to the terms of this Scheme).
Scheme Implementation Deed	the scheme implementation deed dated 20 August 2010 between AWB and Agrium relating to the implementation of this Scheme.
Scheme Record Date	5.00pm on the eighth Business Day after the Effective Date.
Scheme Shares	all AWB Shares held by the Scheme Shareholders as at the Scheme Record Date.
Scheme Shareholder	a holder of an AWB Share recorded in the AWB Share Register as at the Scheme Record Date.
Second Court Date	the first day on which an application made to the Court for an order under section 411(4)(b) of the Corporations Act approving the Scheme is heard, or if the application is adjourned for any reason, the first day on which the adjourned application is heard.
Share Scheme Transfer	a duly completed and executed proper instrument of transfer in respect of the Scheme Shares for the purposes of section 1071B of the Corporations Act, which may be a master transfer of all Scheme Shares.
Trustee	AWB as trustee for the Scheme Shareholders.

1.2 INTERPRETATION

In this Scheme:

- headings and bold type are for convenience only and do not affect the interpretation of this Scheme;
- the singular includes the plural and the plural includes the singular;
- words of any gender include all genders;
- other parts of speech and grammatical forms of a word or phrase defined in this Scheme have a corresponding meaning;
- a reference to a person includes any company, partnership, joint venture, association, corporation or other body corporate and any government agency as well as an individual;
- a reference to a clause, party, part, schedule, attachment or exhibit is a reference to a clause or part of, and a party, schedule, attachment or exhibit to, this Scheme;
- a reference to any legislation includes all delegated legislation made under it and amendments, consolidations, replacements or re enactments of any of them;
- a reference to a document (including this Scheme) includes all amendments or supplements to, or replacements or novations of, that document;
- the word "includes" in any form is not a word of limitation;
- a reference to '\$', '\$A' or 'dollar' is to Australian currency unless denominated otherwise;

- (k) a reference to any time is a reference to that time in Melbourne;
- (l) a term defined in or for the purposes of the Corporations Act has the same meaning when used in this Scheme;
- (m) a reference to a party to a document includes that party's successors and permitted assignees;
- (n) no provision of this Scheme will be construed adversely to a party because that party was responsible for the preparation of this Scheme or that provision;
- (o) a reference to a body, other than a party to this Scheme (including an institute, association or authority), whether statutory or not:
 - (1) which ceases to exist; or
 - (2) whose powers or functions are transferred to another body,
 is a reference to the body which replaces it or which substantially succeeds to its powers or functions.

1.3 BUSINESS DAY

Where the day on or by which any thing is to be done is not a Business Day, that thing must be done on or by the next Business Day.

2. Preliminary matters

- (a) AWB is a public company limited by shares, incorporated in Australia and has been admitted to the official list of the ASX.
- (b) As at 7 October 2010:
 - (1) 817,304,356 AWB Shares were on issue which are officially quoted on the ASX; and
 - (2) 6,977,311 executive performance rights on issue which are not quoted on any stock exchange;
- (c) Agrium is a corporation limited by shares, incorporated in Canada.
- (d) If this Scheme becomes Effective:
 - (1) Agrium will pay or procure the payment of the Scheme Consideration in the manner contemplated by clause 5.1(a) and the Deed Poll;
 - (2) all the Scheme Shares, and all the rights and entitlements attaching to them as at the Implementation Date, will be transferred to Agrium or Agrium Subsidiary (as applicable) and AWB will enter the name of Agrium or Agrium Subsidiary (as applicable) in the AWB Share Register in respect of the Scheme Shares; and
 - (3) it will bind AWB and all Scheme Shareholders, including those who do not attend the meeting of AWB Shareholders to vote on this Scheme, those who do not vote at that meeting and those who vote against this Scheme at that meeting.
- (e) AWB and Agrium have agreed, by executing the Scheme Implementation Deed, to implement this Scheme.
- (f) Agrium has agreed, by executing the Deed Poll, to perform its obligations under this Scheme, including the obligation to pay or procure the payment of the Scheme Consideration in the manner contemplated by clause 5.1(a).

3. Conditions

3.1 CONDITIONS PRECEDENT

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

- (a) all the conditions in clause 3.1 of the Scheme Implementation Deed (other than the condition in the Scheme Implementation Deed relating to Court approval of this Scheme) having been satisfied or waived in accordance with the terms of the Scheme Implementation Deed by 8.00am on the Second Court Date;
- (b) the Scheme Implementation Deed not having been terminated in accordance with its terms before 8.00am on the Second Court Date;
- (c) approval of this Scheme by the Court under section 411(4)(b) of the Corporations Act, including with such alterations made or required by the Court under section 411(6) of the Corporations Act as are acceptable to Agrium and AWB;
- (d) such other conditions made or required by the Court under section 411(6) of the Corporations Act in relation to the Scheme as are acceptable to Agrium and AWB; and
- (e) the orders of the Court made under section 411(4)(b) (and, if applicable, section 411(6)) of the Corporations Act approving the Scheme coming into effect, pursuant to section 411(10) of the Corporations Act.

3.2 SATISFACTION

The fulfilment of clause 3.1 is a condition precedent to the operation of provisions of clauses 4.2, 5.1, 5.2, 5.3 and 5.4 of this Scheme.

3.3 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 Deed is terminated in accordance with its terms, unless AWB and Agrium otherwise agree in writing.

3.4 CERTIFICATE

- (a) AWB and Agrium will 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 in clauses 3.1(a) and 3.1(b) have been satisfied or waived.
- (b) The certificate referred to in clause 3.4(a) constitutes conclusive evidence that such conditions precedent are satisfied, waived or taken to be waived.

4. Implementation of the Scheme

4.1 LODGEMENT OF COURT ORDERS WITH ASIC

AWB will lodge with ASIC, in accordance with section 411(10) of the Corporations Act, an office copy of the Court order approving the Scheme as soon as possible and in any event by 1.00pm on the first Business Day after the day on which the Court approves the Scheme or such later time as AWB and Agrium agree in writing.

4.2 TRANSFER OF SCHEME SHARES

On the Implementation Date:

- (a) subject to the payment of the Scheme Consideration in the manner contemplated by clause 5, the Scheme Shares, together with all rights and entitlements attaching to the Scheme Shares as at the Implementation Date, will be transferred to Agrium or Agrium Subsidiary (as applicable), without the need for any further act by any Scheme Shareholder (other than acts performed by AWB as attorney and agent for Scheme Shareholders under clause 8.5), by:
- (1) AWB delivering to Agrium or Agrium Subsidiary (as applicable) a duly completed Share Scheme Transfer, executed on behalf of the Scheme Shareholders by AWB, for registration; and
 - (2) Agrium or Agrium Subsidiary (as applicable) duly executing the Share Scheme Transfer, attending to the stamping of the Share Scheme Transfer (if required) and delivering it to AWB for registration; and
- (b) as soon as possible following receipt of the Share Scheme Transfer in accordance with clause 4.2(a)(2), AWB must enter, or procure the entry of, the name and address of Agrium or Agrium Subsidiary (as applicable) in the AWB Share Register in respect of all the Scheme Shares transferred to Agrium or Agrium Subsidiary (as applicable) in accordance with this Scheme.

5. Scheme Consideration

5.1 PROVISION OF SCHEME CONSIDERATION

- (a) AWB must procure that, by no later than the Business Day before the Implementation Date, an amount at least equal to the aggregate amount of the Scheme Consideration payable to each Scheme Shareholder is deposited in cleared funds by Agrium, in an Australian dollar denominated trust account operated by AWB as trustee for the Scheme Shareholders, provided that any interest on the amounts deposited (less bank fees and other charges) will be credited to Agrium's account.
- (b) On the Implementation Date and subject to compliance with clause 5.1(a), AWB must pay or procure the payment of the Scheme Consideration to each Scheme Shareholder from the trust account referred to in clause 5.1(a).
- (c) The obligations of AWB under clause 5.1(b) will be satisfied by the Trustee doing any of the following at its election:
- (1) dispatching, or procuring the dispatch of, a cheque to each Scheme Shareholder by prepaid post to their Registered Address (as at the Record Date), such cheque being drawn in the name of the Scheme Shareholders (or in the case of joint holders, in accordance with the procedures set out in clause 5.2), for the relevant amount; or

- (2) depositing or procuring the AWB Registry to deposit into an account with any Australian ADI (as defined in the Corporations Act) notified to AWB (or AWB's agent who manages the AWB Register) by an appropriate authority from Scheme Shareholders.

(d) In the event that:

- (1) a Scheme Shareholder does not have a Registered Address; or
- (2) the Trustee believes that a Scheme Shareholder is not known at the Scheme Shareholder's Registered Address,

and no account has been notified in accordance with clause 5.1(c)(2) or a deposit into such an account is rejected or refunded, the Trustee may credit the amount payable to the relevant Scheme Shareholder to a separate bank account of AWB to be held until the Scheme Shareholder claims the amount or the amount is dealt with in accordance with unclaimed money legislation.

AWB must hold the amount on trust for the relevant Scheme Shareholder, but any benefit accruing from the amount will be to the benefit of AWB. An amount credited to the account is to be treated as having been paid to the Scheme Shareholder when credited to the account. AWB must maintain records of the amounts paid, the people who are entitled to the amounts and any transfers of the amounts.

- (e) To the extent that there is a surplus in the amount held by the Trustee in the trust account, that surplus may be paid by the Trustee to Agrium Subsidiary following the satisfaction of the Trustee's obligations under clause 5.1.

5.2 JOINT HOLDERS

In the case of Scheme Shares held in joint names, the Scheme Consideration is payable to the joint holders and any cheque required to be sent under this Scheme will be made payable to the joint holders and sent to the holder whose name appears first in the AWB Share Register as at the Record Date.

5.3 UNCLAIMED MONIES

- (a) AWB may cancel a cheque issued under clause 5.1(c) if the cheque:
- (1) is returned to AWB; or
 - (2) has not been presented for payment within six months after the date on which the cheque was sent.
- (b) During the period of one year commencing on the Implementation Date, on request from a Scheme Shareholder, AWB must reissue a cheque that was previously cancelled under this clause.

5.4 ORDERS OF A COURT

In the case of written notice having been given to AWB (or the AWB Share Registrar) 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 Shareholder, which would otherwise be payable to that Scheme Shareholder in accordance with clause 5.1(c), then AWB shall be entitled to procure that payment is made in accordance with that order; or
- (b) which would prevent AWB from dispatching a cheque to any particular Scheme Shareholder in accordance with clause 5.1(c), AWB shall be entitled to retain an amount, in Australian dollars, equal to the number of Scheme Shares held by that Scheme Shareholder multiplied by the Scheme Consideration until such time as payment in accordance with clause 5.1(c) is permitted by that order or otherwise by law.

6. Dealings in AWB Shares

6.1 DETERMINATION OF SCHEME SHAREHOLDERS

To establish the identity of the Scheme Shareholders, dealings in AWB Shares will only be recognised if:

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

and AWB will not accept for registration, nor recognise for the purpose of establishing the persons who are Scheme Shareholders, any transfer or transmission application in respect of AWB Shares received after such times, or received prior to such times but not in registrable form.

6.2 REGISTER

- (a) AWB must register registrable transmission applications or transfers of the Scheme Shares in accordance with clause 6.1(b) on or before the Scheme Record Date; provided that, for the avoidance of doubt, nothing in this clause 6.2(a) requires AWB to register a transfer that would result in a AWB Shareholder holding a parcel of AWB Shares that is less than a 'marketable parcel' (as defined in the Market Rules of the ASX).
- (b) If the 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 Scheme Record Date.
- (c) For the purpose of determining entitlements to the Scheme Consideration, AWB must maintain the AWB Share Register in accordance with the provisions of this clause 6.2 until the Scheme Consideration has been paid to the Scheme Shareholders. The AWB Share Register in this form will solely determine entitlements to the Scheme Consideration.
- (d) All statements of holding for AWB Shares (other than statements of holding in favour of Agrium) will cease to have effect after the Scheme Record Date as documents of title in respect of those shares and, as from that date, each entry current at that date on the AWB Share Register (other than entries on AWB Register in respect of Agrium) will cease to have effect except as evidence of entitlement to the Scheme Consideration in respect of the AWB Shares relating to that entry.
- (e) As soon as possible on or after the Scheme Record Date, and in any event within one Business Day after the Scheme Record Date, AWB will ensure that details of the names, Registered Addresses and holdings of AWB Shares for each Scheme Shareholder as shown in the AWB Register are available to Agrium in the form Agrium reasonably requires.

7. Quotation of AWB Shares

- (a) AWB will apply to ASX to suspend trading on the ASX in AWB Shares with effect from the close of trading on the Effective Date.
- (b) On a date after the Implementation Date to be determined by Agrium, AWB will apply:
 - (1) for termination of the official quotation of AWB Shares on the ASX; and
 - (2) to have itself removed from the official list of the ASX.

8. General Scheme provisions

8.1 CONSENT TO AMENDMENTS TO THE SCHEME

If the Court proposes to approve the Scheme subject to any alterations or conditions, AWB may by its counsel consent on behalf of all persons concerned to those alterations or conditions to which Agrium has consented.

8.2 SCHEME SHAREHOLDERS' AGREEMENTS AND WARRANTIES

- (a) Each Scheme Shareholder:
 - (1) agrees to the transfer of their AWB Shares together with all rights and entitlements attaching to those AWB Shares in accordance with the Scheme and agrees to the variation, cancellation or modification of the rights attached to their AWB Shares constituted by or resulting from the Scheme; and
 - (2) acknowledges that the Scheme binds all Scheme Shareholders.
- (b) Each Scheme Shareholder is taken to have warranted to AWB and Agrium, and appointed and authorised AWB as its attorney and agent to warrant to Agrium, that all their AWB Shares (including any rights and entitlements attaching to those shares) which are transferred under the Scheme will, at the date of transfer, be fully paid and free from all mortgages, charges, liens, encumbrances, pledges, security interests and interests of third parties of any kind, whether legal or otherwise, and restrictions on transfer of any kind, and that they have full power and capacity to sell and to transfer their AWB Shares to Agrium or Agrium Subsidiary (as applicable) together with any rights attaching to those shares.

8.3 TITLE TO AND RIGHTS IN SCHEME SHARES

- (a) To the extent permitted by law, the Scheme Shares transferred under the Scheme will be transferred free from all mortgages, charges, liens, encumbrances and interests of third parties of any kind, whether legal or otherwise.
- (b) Agrium or Agrium Subsidiary (as applicable) will be beneficially entitled to the Scheme Shares transferred to it under the Scheme pending registration by AWB of Agrium or Agrium Subsidiary (as applicable) in the AWB Share Register as the holder of the Scheme Shares.

8.4 APPOINTMENT OF SOLE PROXY

On the Scheme becoming Effective, and until AWB registers Agrium or Agrium Subsidiary (as applicable) as the holder of all Scheme Shares in the AWB Share Register, each Scheme Shareholder:

- (a) is deemed to have irrevocably appointed Agrium or Agrium Subsidiary (as applicable) as attorney and agent (and directed Agrium or Agrium Subsidiary (as applicable) in each such capacity) to appoint any director, officer, secretary or agent nominated by Agrium 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 whether in person, by proxy or by corporate representative;
- (b) undertakes not to otherwise attend or vote at any of those meetings or sign any shareholders' resolutions, whether in person, by proxy or by corporate representative (other than pursuant to this clause 8.4(a));
- (c) must take all other actions in the capacity of a registered holder of Scheme Shares as Agrium or Agrium Subsidiary (as applicable) reasonably directs; and
- (d) acknowledges and agrees that in exercising the powers referred to in clause 8.4(a), Agrium or Agrium Subsidiary (as applicable) and any director, officer, secretary or agent nominated by Agrium or Agrium Subsidiary (as applicable) under clause 8.4(a) may act in the best interests of Agrium or Agrium Subsidiary (as applicable) as the intended registered holder of the Scheme Shares.

8.5 AUTHORITY GIVEN TO AWB

On the Scheme becoming Effective, each Scheme Shareholder, without the need for any further act, irrevocably appoints AWB and each of its directors, officers and secretaries (jointly and each of them severally) as its attorney and agent for the purpose of:

- (a) enforcing the Deed Poll against Agrium; and
- (b) executing any document or doing or taking any other act, necessary, desirable or expedient to give effect to this Scheme and the transactions contemplated by it, including (without limitation) executing the Share Scheme Transfer,

and AWB accepts such appointment. AWB as attorney and agent of each Scheme Shareholder, may sub-delegate its functions, authorities or powers under this clause 8.5 to all or any of its directors, officers or employees (jointly, severally or jointly and severally).

8.6 BINDING EFFECT OF SCHEME

This Scheme binds AWB and all of the Scheme Shareholders (including those who did not attend the Scheme Meeting, did not vote at that meeting, or voted against the Scheme) and, to the extent of any inconsistency, overrides the constitution of AWB.

9. General

9.1 STAMP DUTY

Agrium will:

- (a) pay all stamp duty and any related fines and penalties in respect of this Scheme and the Deed Poll, the performance of the Deed Poll and each transaction effected by or made under this Scheme and the Deed Poll; and
- (b) indemnify each Scheme Shareholder against any liability arising from failure to comply with clause 9.1.

9.2 CONSENT

Each of the Scheme Shareholders consents to AWB doing all things necessary, expedient or incidental to the implementation of this Scheme.

9.3 NOTICES

If a notice, transfer, transmission application, direction or other communication referred to in this Scheme is sent by post to AWB, 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 AWB's registered office or at the office of the Registrar.

9.4 GOVERNING LAW

- (a) The Scheme is governed by the laws in force in Victoria.
- (b) The parties irrevocably submit to the non-exclusive jurisdiction of courts exercising jurisdiction in Victoria and courts of appeal from them in respect of any proceedings arising out of or in connection with this Scheme. The parties irrevocably waive any objection to the venue of any legal process in these courts on the basis that the process has been brought in an inconvenient forum.

9.5 FURTHER ACTION

AWB must do all things and execute all documents necessary to give full effect to this Scheme and the transactions contemplated by it.