



**AWB LIMITED ABN 99 081 890 459
DIVIDEND REINVESTMENT PLAN**

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Summary

The Dividend Reinvestment Plan (DRP) enables AWB Limited’s (AWB) fully paid ordinary shareholders, with a registered address in Australia, to reinvest all or part of the dividend payable on their AWB fully paid ordinary shares (AWB shares) in additional AWB shares. The DRP applies to any cash dividends which the Board decide is eligible for the DRP.

Eligibility

All holders of AWB shares in AWB having a registered address in Australia may participate in the DRP. Any AWB shareholder having a registered address outside Australia will not be able to participate in the DRP.

Participation

Participation is entirely voluntary and you may join or leave the DRP whenever you wish. For your choice to be effective, the relevant notice needs to be received by AWB’s Share Registrar before 5pm (Melbourne time) on the record date for the relevant dividend.

You have three choices:

1. Reinvest the full dividend in additional AWB shares

A shareholder may participate in the DRP in respect of all AWB shares registered in the name of that shareholder as at each record date for a dividend.

2. Reinvest part of the dividend in AWB shares and receive the rest in cash

A shareholder may participate in the DRP in respect of a specified number of AWB shares which is less than the shareholder's total holding.* If part of the shareholder's holding is nominated for participation in the DRP, the balance of the shareholding will receive cash dividends in the normal way.

3. Receive the total dividend payment in cash

A shareholder may receive all their dividend in the usual manner.

* Any additional shares received under the DRP will also participate in the DRP.

Separate shareholding accounts

If a shareholder has more than one parcel of AWB shares and has a unique shareholder identification number for each of these holdings, then a separate application is required for each of those parcels. You do not have to do anything if you wish to receive your dividend in cash for these holdings.

Price

AWB shares will be issued or transferred at a price which is the average of the daily volume weighted average sale price of AWB shares sold in the ordinary course of trading on the Australian Securities Exchange during the 10 trading days (or such other number of trading days as the Board may determine) commencing on the second trading day after the record date for payment of the relevant dividend, less such discount (if any) set by the Board from time to time (rounded down to the nearest full cent). This is referred to on the following page as "the acquisition price".

Discount

The Board of AWB may determine the discount (if any) that is to apply for the purpose of determining the acquisition price.

The applicable discount (if any) for a dividend will be announced to the Australian Securities Exchange at or about the time that the relevant dividend is announced. This discount (if any) may vary from time to time.

Calculation of entitlement

The number of AWB shares (NS) to be issued or transferred to each DRP participant in respect to the dividend payable is calculated as follows:

$$NS = DA/AP$$

Where:

DA is the dividend payable on the participant's AWB shares participating in the DRP, less any Australian withholding tax payable (if applicable).

AP is the acquisition price.

When an entitlement calculation ends in a fraction of a share, your entitlement will be rounded down to the next full share, and any balance remaining (which will be less than the price of one AWB share) will be paid on your behalf to a charity or charities nominated by the Board of AWB.

Administration costs

All administration costs associated with the DRP will be met by AWB. No brokerage, commission or other transaction costs will be payable by participants on AWB shares issued or transferred under the DRP. No stamp or other duties will, under the present law, be payable by participants in respect of the acquisition of such shares.

Operation of the DRP

In the operation of the DRP for any dividend, AWB may in its discretion either issue new AWB shares or cause existing AWB shares to be acquired for transfer to shareholders who participate in the DRP (or a combination of both).

Dividends and other rights

Shares issued or transferred under the DRP will rank equally in all respects with existing AWB shares and will be registered in the same shareholder identification number as the relevant DRP shares are held in.

Statements

Statements will be issued to each participant shareholder after each dividend payment, detailing their participation in the DRP.

Sale of Shares

Participation in the DRP does not preclude a shareholder from selling participating shares. These shares may be sold at any time and will be automatically withdrawn from participation in the DRP on registration of transfer.

In the case of partial participation in the DRP, a participant's nonparticipating AWB Shares will be taken to have been sold first.

Taxation

Dividends reinvested under the DRP will be assessable for income tax in the same way as cash dividends. Participants should obtain their own independent taxation advice, if required. AWB takes no responsibility for the taxation liabilities of any participant under the DRP.

Terms and conditions of the DRP

The terms and conditions of the DRP are detailed in the next section of this booklet. These terms and conditions can be modified, suspended or terminated by the Board at any time in accordance with the rules of the DRP and/or AWB's Constitution.

How to join the DRP

If you wish to participate in the DRP, please complete and sign a Notice of Election and return it to AWB's Share Registrar in the reply paid envelope provided, or make an on-line election via the AWB Share Registrar's website.

Participation in the DRP will commence with the first eligible dividend payment after receipt of a fully completed and signed Notice of Election, provided the said Notice or on-line election is received by AWB's Share Registrar by 5:00pm (Melbourne time) on the record date for the dividend.

Varying the level of participation or withdrawing from the DRP

Shareholders may vary their level of participation in the DRP or withdraw from the DRP at any time by giving notice or on-line election to the AWB's Share Registrar. A Notice of Variation / Withdrawal may be obtained by calling the Registrar on 1800 810 032. Provided that this Notice or on-line election is received by 5:00pm (Melbourne time) on the record date for a dividend, the variation / withdrawal will be effective for that dividend.

Need more information

If you need more information about AWB's DRP, please contact AWB's Share Registrar – Computershare Investor Services Pty Limited on 1800 810 032.

TERMS AND CONDITIONS

The following terms and conditions apply to the Dividend Reinvestment Plan (DRP) of AWB Limited (AWB).

1. Interpretation

1.1 Definitions

The following definitions apply in this document:

Acquisition Price in relation to a Record Date for an Eligible Dividend, subject to rule 1.2, means the average of the daily volume weighted average sale prices of all AWB shares sold on ASX in the ordinary course of trading on ASX during the 10 trading days (or such other number of trading days as the Board may determine from time to time) commencing on the second trading day after the Record Date for the Eligible Dividend less a discount (if any) determined by the Board from time to time (rounded down to the nearest full cent). The Acquisition Price is to be determined by

AWB from information obtained from ASX or its subsidiaries and, for the purpose of this definition, an AWB share sold pursuant to:

- (a) a transaction which is defined in the ASX Market Rules as “special”;
- (b) a crossing prior to the commencement of normal trading;
- (c) a crossing during the closing phase and the after hours adjustment phase;
- (d) an overseas trade;
- (e) a trade pursuant to the exercise of an option;
- (f) an overnight trade; or
- (g) any other sale which the Board considers may not be fairly reflective of natural supply and demand, is taken not to be in the ordinary course of trading on ASX.

ASX means ASX Limited or the stock market conducted by ASX Limited (as the context requires).

AWB means AWB Limited ABN 99 081 890 459.

AWB share means a fully paid ordinary share in AWB.

Board means the directors of AWB acting collectively under the Constitution or the committee or person to whom the Board has delegated a relevant power in accordance with the Constitution or the Corporations Act 2001 (or both).

Constitution means the constitution of AWB.

DRP means the dividend reinvestment plan of AWB constituted by these rules.

DRP Balance has the meaning given in rule 5.2(d).

DRP Participant means an Eligible Member:

- (a) whose application to participate in the DRP has been approved by the Board under rule 4; and
- (b) who has not ceased to participate by force of rule 7.

DRP Share means an AWB share that is a DRP Share under rule 4.5 or 4.6.

Eligible Dividend means each cash dividend declared by the Board in respect of AWB shares which the Board declares to be an eligible dividend for the purposes of the DRP.

Eligible Member means, subject to rule 4.2, a member of AWB who holds AWB shares.

Ineligible Jurisdiction means a country or jurisdiction (other than Australia or a jurisdiction within Australia) that the Board determines from time to time is an Ineligible Jurisdiction for the purposes of these rules and includes the United States of America and Canada unless and until the Board otherwise determines.

Listing Rules means the Listing Rules of ASX as they apply to AWB for the time being.

Record Date, in relation to an Eligible Dividend, means 5.00 pm (Melbourne time) (or such other time as the Board may determine) on the date on which entitlements for the Eligible Dividend are calculated.

Register means the register of members of AWB.

1.2 Acquisition Price where DRP is underwritten

If the DRP is underwritten in relation to an Eligible Dividend and the issue price of AWB shares subscribed for by the underwriter under the underwriting agreement is or would (but for this rule) be less than the Acquisition Price (as defined in rule 1.1), the Acquisition Price will be taken to be that lesser issue price for the Eligible Dividend.

1.3 Rules for interpreting this document

Headings are for convenience only, and do not affect interpretation. The following rules also apply in interpreting this document, except where the context makes it clear that a rule is not intended to apply.

- (a) A singular word includes the plural, and vice versa.
- (b) A word which suggests one gender includes the other genders.
- (c) If a word is defined, another part of speech has a corresponding meaning.
- (d) If an example is given of anything (including a right, obligation or concept), for example by saying it includes something else, the example does not limit the scope of that thing.

2. Commencement of DRP

The DRP operates on and from the date decided by the Board and notified to Eligible Members.

3. Entitlement to participate

3.1 Participation optional

Subject to rules 3.2 and 7, each Eligible Member may participate in the DRP at the Eligible Member's option.

3.2 Foreign jurisdictions

The Board may resolve that Eligible Members whose registered addresses are in Ineligible Jurisdictions are not permitted to participate in the DRP.

4. Applying to participate

4.1 Participation

Subject to rule 4.2, an Eligible Member may apply to participate in the DRP in respect of some or all of his or her AWB shares by giving written notice to AWB in the form prescribed by the Board. For the purpose of this rule, each separate holder or

combination of joint holders of AWB shares whose name appears in the Register is taken to be a separate Eligible Member.

4.2 Separate shareholding accounts

If an Eligible Member is shown in the Register as holding more than one parcel of AWB shares and has been allocated a unique shareholder identification number for each of those parcels:

- (a) separate application is required for each of those parcels; and
- (b) these rules apply as if each of those parcels were registered in the name of a separate Eligible Member (and, in the case where the Eligible Member's application in relation to a parcel is approved by the Board under rule 4, a separate DRP Participant).

4.3 Effect of application

By applying to participate in the DRP, the Eligible Member agrees to be bound by the Constitution in respect of all AWB shares issued to or acquired for the Eligible Member under the DRP.

4.4 Applications

- (a) Subject to paragraph (b), applications to participate in the DRP will be effective on receipt by AWB subject to approval by the Board (which may be withheld in any case in the absolute discretion of the Board).
- (b) A notice of application to participate which is received by AWB after the Record Date for an Eligible Dividend (even if it is received by AWB prior to the payment date for the Eligible Dividend) is not effective for that Eligible Dividend, but takes effect in respect of the next Eligible Dividend.
- (c) AWB has no obligation to correct an invalid application on behalf of any Eligible Member.

4.5 DRP Shares

Subject to rules 4.6, 5.7, 5.8 and 7:

- (a) if a DRP Participant indicates in his or her application (or most recent notice of variation given under rule 7.1(a) (i)) that:
 - (i) all the AWB shares registered in his or her name are to participate in the DRP, all the AWB shares registered in the name of that DRP Participant at or after the DRP Participant's application was approved by the Board (or receipt by AWB of the notice of variation) are DRP Shares;
 - (ii) some only of the AWB shares registered in his or her name are to participate in the DRP, subject to paragraph (b), the number of AWB shares specified in the DRP Participant's application (or notice of variation) and any AWB shares issued or transferred to the DRP Participant under the DRP after the DRP Participant's application was approved by the Board (or receipt by AWB of the notice of variation), are DRP Shares;
- (b) if the number of AWB shares registered in the name of a DRP Participant on any Record Date for an Eligible Dividend is less than the number of AWB shares that

are DRP Shares of the DRP Participant as determined under rule 4.5(a)(ii), all the AWB shares registered in the name of the DRP Participant on that Record Date are DRP Shares.

4.6 Limit on number of DRP Shares

The Board may resolve from time to time that not more than a specified number of AWB shares registered in an Eligible Member's name may be DRP Shares. If the Board does so, AWB must notify Eligible Members accordingly. Such notification is to be given in accordance with rule 12. Once notified, each DRP Participant's participation will be subject to such maximum and, if any DRP Participant's DRP Shares (as determined under rule 4.5) exceeds the number specified in the resolution, the DRP Participant's DRP Shares will be taken to be the maximum number specified in the resolution.

5. Operation of DRP

5.1 Eligible Dividend

The DRP applies only in respect of DRP Shares of a DRP Participant on which an Eligible Dividend is payable.

5.2 Reinvestment procedure

Subject to this rule 5, in respect of each Eligible Dividend, AWB must:

- (a) calculate the amount of the Eligible Dividend payable to each DRP Participant on the DRP Participant's DRP Shares;
- (b) calculate (if applicable) the Australian withholding tax payable in respect of that Eligible Dividend in relation to the DRP Participant's DRP Shares;
- (c) on behalf of the DRP Participant, apply the difference between the amount calculated under paragraph (a) and the applicable withholding tax (if any) calculated under paragraph (b) in subscribing for or purchasing (subject to rule 6) the number of AWB shares calculated in accordance with rule 5.4;
- (d) if the Acquisition Price for an Eligible Dividend multiplied by the number of AWB shares calculated in accordance with rule 5.4 is more than the difference between the amount calculated under paragraph (a) and the applicable withholding tax (if any) calculated under paragraph (b), deal with the balance (DRP Balance) in accordance with rule 5.5.

5.3 AWB shares may be newly issued or purchased

The Board may in its discretion determine whether AWB shares are to be subscribed for or purchased (on ASX or otherwise) (or some combination of both), for the purpose of AWB satisfying its obligation under the DRP.

5.4 Number of AWB shares to be acquired

Subject to the discretion of the Board, the number of AWB shares to be issued or transferred to each DRP Participant in relation to an Eligible Dividend is the number

determined in accordance with the following formula (rounded down to the nearest whole number of AWB shares) (NS):

$$NS = DA/AP$$

Where:

DA is the amount of the difference between the amount calculated under rule 5.2(a) and the applicable withholding tax, if any, calculated under rule 5.2(b); and

AP is the Acquisition Price determined by reference to the Record Date.

5.5 Balance to be paid to charity

If rule 5.2(d) applies in relation to an Eligible Dividend, AWB must pay the DRP Balance on behalf of the DRP Participant to a charity or charities selected by the Board as soon as practicable after the relevant dividend payment date. The DRP Participant will not be entitled to be paid any DRP Balance.

5.6 Provision of AWB shares

AWB shares to be issued under the DRP must be issued fully paid up, and must be issued or transferred (as the case may be) on or as soon as practical after the relevant dividend payment date.

AWB must promptly (and, in any event, within the time period required by the Listing Rules) make application for those AWB shares to be quoted on ASX (if not already quoted).

5.7 Constitution prevails

Despite anything contained in these rules, neither AWB nor the Board has any obligation to issue shares to a DRP Participant (or procure the acquisition of AWB shares for and transfer to a DRP Participant) if to do so would or might (in the opinion of the Board) result in a breach of the Constitution. If this rule applies in relation to a DRP Participant, AWB must treat the relevant DRP Participant as not having elected to participate in the DRP for that Eligible Dividend and, accordingly, must pay the amount referred to as "DA" in rule 5.4 to the DRP Participant on the relevant dividend payment date, and must not issue or transfer any AWB shares to the DRP Participant under the DRP.

5.8 Shares which may not participate in the DRP

Despite anything contained in these rules, AWB need not issue or transfer any AWB shares to a DRP Participant if:

(a) the Board or AWB is, or would be, entitled to retain all or part of the Eligible Dividend which is, or would be, payable in respect of the DRP Participant's DRP Shares; or

(b) AWB is, or would be, entitled to a charge or lien over any of the DRP Participant's DRP Shares or over any dividend payable in respect of those DRP Shares.

6. AWB shares provided under the DRP

6.1 Rights attaching to AWB shares AWB shares issued under the DRP rank from the date of issue equally in all respects with all other AWB shares.

6.2 Holding statements

AWB must send a holding statement for AWB shares issued or transferred under the DRP to DRP Participants as soon as practical after the AWB shares are issued or transferred (and in any event within the period required by the Listing Rules).

6.3 No brokerage or commission

AWB must not charge brokerage, commission or other transaction costs on AWB shares issued under the DRP.

6.4 Acquiring AWB shares in the market

- (a) If AWB purchases any AWB share on behalf of a DRP Participant under the DRP and the purchase price for the AWB share:
- (i) exceeds the Acquisition Price for the relevant dividend, the DRP Participant shall not be liable to pay AWB or reimburse AWB for the difference; or
 - (ii) is less than the Acquisition Price for the relevant dividend, AWB shall not be liable to account to the DRP Participant for the difference and may retain such amount for its own benefit.
- (b) AWB must indemnify (and keep indemnified) the DRP Participant from and against all liability arising out of or in connection with the purchase and transfer of the AWB shares to the DRP Participant.
- (c) This rule will survive termination of the DRP.

7. Variation/withdrawal from DRP

7.1 Variation or withdrawal by notice

- (a) A DRP Participant may:
- (i) vary the number of his or her AWB shares participating in the DRP; or
 - (ii) cease participating in the DRP, by giving written or electronic notice to AWB of his or her decision to do so in the form prescribed by the Board.
- (b) Subject to paragraph (c), a notice given under paragraph (a) is effective from the time it is received by AWB.
- (c) A notice given under paragraph (a) which is received after the Record Date for an Eligible Dividend (even if it is received by AWB before the payment date for the relevant Eligible Dividend) is not effective for that Eligible Dividend, but takes effect in respect of the next Eligible Dividend.

7.2 Death/bankruptcy of DRP Participants

If a DRP Participant (or any of the joint holders that constitute a DRP Participant) dies or becomes bankrupt, the participation of that DRP Participant ceases when AWB receives notice of the death or bankruptcy, as the case requires.

8. Suspension

8.1 Suspension of the DRP

The Board may suspend operation of the DRP in its absolute discretion.

8.2 Period of suspension

Suspension under rule 8.1 takes effect from the date decided by the Board and continues until the Board resolves to recommence the DRP or terminate it. The date of suspension and the date of any recommencement of the DRP must be notified to Eligible Members by AWB. Such notification is to be given in accordance with rule 12.

8.3 Recommencing operation of the DRP

The Board may resolve to recommence operation of the DRP following a suspension on any conditions it thinks appropriate.

8.4 Participation continues

Subject to rule 7, each Eligible Member who was a DRP Participant immediately before the suspension commenced is taken to continue to participate in the DRP when it recommences.

9. Termination of the DRP

The Board may resolve to terminate the DRP.

AWB must notify Eligible Members of the date of termination. The notification is to be given in accordance with rule 12.

10. Amendment to DRP

10.1 Amendment

The Board may vary these rules (including, without limitation, the definition of "Acquisition Price" in rule 1.1) as it thinks appropriate. AWB must notify Eligible Members of any variation. The notification is to be given in accordance with rule 12.

10.2 Amendment not affect participation

Subject to rule 7, each DRP Participant is taken to continue to participate in the DRP as varied.

11. Dispute resolution

The Board may settle any difficulties, anomalies or disputes which arise in connection with, or because of, the operation of the DRP, in the manner it thinks expedient either generally or in relation to a particular Eligible Member or AWB share. The decision of the Board is binding on all members of AWB.

12. Notices from AWB

(a) A notice required by these rules to be given to Eligible Members (or DRP Participants) by AWB is to be given by AWB giving the notice to ASX for release to the market (in which case the notice is taken to be given on the date on which it is first given to ASX).

(b) A copy of any such notice must also be published on AWB's website (which is currently www.awb.com.au) as soon as practicable after it is given to ASX.

13. Trading Rules

13.1 Consistency with Trading Rules

For so long as AWB remains admitted to the official list of ASX, despite anything else contained in these rules:

(a) if the Trading Rules prohibit an act being done by AWB, the act shall not be done;

(b) nothing contained in these rules prevents an act being done by AWB that the Trading Rules require to be done;

(c) if the Trading Rules require an act to be done or not to be done, authority is given for that act to be done or not to be done (as the case may be);

(d) if the Trading Rules require these rules to contain a provision and they do not contain such a provision, these rules are taken to contain that provision;

(e) if the Trading Rules require these rules not to contain a provision and they contain such a provision, these rules are deemed not to contain that provision; and

(f) if any of these rules are or become inconsistent with the Trading Rules, these rules are to be taken not to contain that provision to the extent of the inconsistency.

13.2 Definition of "Trading Rules"

In rule 13.1, Trading Rules means:

(a) the Listing Rules; and

(b) the SCH business rules (or other operating rules of a clearing and settlement facility that is a prescribed CS facility under the Corporations Act 2001 (Cth)), as they apply to AWB for the time being.

14. General

14.1 Governing Law

The DRP, its operation and these rules are governed by the laws of Victoria.

14.2 Accidental omissions

The accidental omission to give a notice of variation, suspension or termination, or the non-receipt of any notice by any member of AWB, does not invalidate the variation, suspension or termination (as the case may be).

14.3 Waiver

AWB reserves the right to waive strict compliance with any of these rules.

14.4 Taxation

AWB takes no responsibility for the taxation liabilities of the any DRP Participant. DRP Participants should obtain their own separate taxation advice, if required.

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