



Commonwealth of Australia



**ASIC**

Australian Securities &  
Investments Commission

Commonwealth of Australia Gazette

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# ASIC Gazette

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#### RIGHTS OF REVIEW

Persons affected by certain decisions made by ASIC under the Corporations Act and the other legislation administered by ASIC may have rights of review. ASIC has published **Practice Note 57 [PN57] Notification of rights of review** and Information Sheet [INFO 1100] **ASIC decisions – your rights** to assist you to determine whether you have a right of review. You can obtain a copy of these documents from the ASIC Digest, the ASIC website at [www.asic.gov.au](http://www.asic.gov.au) or from the Administrative Law Co-ordinator in the ASIC office with which you have been dealing.

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Australian Securities and Investments Commission  
Corporations Act 2001 — Paragraphs 601QA(1)(a) and 911A(2)(l) — Exemptions

Under paragraph 601QA(1)(a) and 911A(2)(l) of the Corporations Act 2001 (the "Act") the Australian Securities and Investments Commission ("ASIC") hereby exempts until the Final Date, Marsh Pty Limited ACN 004 651 512 (the "Provider") and the National Association of Speedway Racing Pty Limited ACN 080 193 942 ("NASR") from:

- (a) Subsection 601ED(1) of the Act;
- (b) the requirement to hold an Australian financial services licence for providing the Exempted service

in relation to the Scheme specified in Schedule A in the case referred to in Schedule B on the conditions set out in Schedule C and for so long as they are met.

#### SCHEDULE A

The provision of the mutual risk product known as the Speedway Scheme and constituted under the Scheme Agreement ("Scheme") that involves the following:

1. persons (the "Members") paid money to the Provider (the "contributions") as consideration to acquire interests in the Scheme;
2. the Provider pooled the contributions;
3. the Provider uses the Scheme Assets for The Claims only; and
4. the Scheme Assets are held separately on trust for the Members;

#### SCHEDULE B

Where all of the following apply:

1) The Provider holds, at all times up to, and including the Final Date, an AFSL that authorises the Provider to carry on a financial services business, amongst other things, to:

- (a) provide financial product advice for the following classes of financial products:
  - (i) general insurance products; and
- (b) deal in a financial product by:
  - (i) issuing, applying for, acquiring, varying or disposing of general insurance products; and
  - (j) applying for, acquiring, varying or disposing of general insurance products on behalf of another person to retail and wholesale clients.

2. The Scheme is closed to any new members and all existing client accounts will be closed.
3. The Provider is taking all reasonable steps to wind up the Scheme as soon as practicable.

#### SCHEDULE C

The Provider must take all reasonable steps to ensure that it provides annual status reports to NASR and Members:

- (a) about the progress of the management of the remaining claims by or against Members under the Scheme;
- (b) about the extent to which Provider will:
  - (i) estimate the future liabilities of, or future payments by, the Scheme; and
  - (ii) ensure the Scheme has adequate financial resources to discharge future liabilities, or to make future payments, in relation to the operation of the Scheme.

#### Interpretation

In this instrument:

Exempted service means the provision of a financial service that consists only of a dealing in and or the giving of advice that is a necessary or incidental part of, and is provided only to the extent reasonably necessary for, the handling and or settlement of the claims relating to the Scheme described in Schedule A.

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Final date means the earliest of settlement of the last claim by or against a member under the Scheme or 31 December 2010.

held separately, in relation to Scheme Assets, means holding the Scheme Assets in a way that satisfies the following requirements:

- (i) the Scheme Assets are clearly identified as Scheme property; and
- (ii) the Scheme Assets are held separately from the property of the Provider and from any other property held by the Provider on trust for or on behalf of another person;

Scheme Agreement means the Speedway Scheme Mutual Fund Deed entered into on 14 April 2004 between National Association of Speedway Racing Pty Limited ACN 080 193 942 and the Provider.

The Claims means the Provider uses the contributions, and any other property arising out of the operation of the Scheme, only to:

- (a) Acquire general insurance products or basic deposit products issued by an Australian ADI or cash management trust interests;
- (b) Pay claims by or against the Members, and other persons permitted by the Scheme Agreement, on the occurrence of a specified event (that is uncertain either as to whether it will occur or as to the time at which it will occur) on the criteria set out in the Scheme Agreement; and
- (c) Pay all administrative and operating costs associated with the Scheme and other fees or expenses in accordance with the Scheme Agreement, and
- (d) Pay any remuneration to the Provider or the auditor in accordance with the Scheme Agreement; and
- (e) Refund contributions to the Members in accordance with the Scheme Agreement on the winding up of the Scheme, or as otherwise permitted by the Scheme Agreement, but not to refund any amount in excess of that contributed by the Member.

Unless otherwise stated, references to provisions are references to provisions in the Act.

Dated 15 March 2004



Signed by Maree O'Brien  
As a delegate of the Australian Securities and Investment Commission

**Australian Securities and Investments Commission  
Corporations Act - Paragraph 601QA(1)(a) - Exemption****0 4 / 0 4 7 4**

Pursuant to paragraph 601QA(1)(a) of the *Corporations Act 2001* (the "Act") the Australian Securities and Investments Commission ("ASIC") hereby exempts until 31 May 2004 Principal Global Investors (Australia) Limited ("PGIA") ACN 102 488 068 in its capacity as the responsible entity of the fund listed in Schedule A from the obligation to specify the basis on which Transaction Costs are calculated under paragraph 601GA(1)(a) and subsection 601GA(4) of the Act, on the condition set out in Schedule B and for so long as it is met.

**Schedule A**

Principal Global Strategic Income Fund (the "Fund") ARSN 108 685 927.

**Schedule B**

PGIA must disclose in any Product Disclosure Statement for the Fund information which sets out the basis on which the Transaction Costs associated with the Fund are calculated.

**Interpretation**

*Transaction Costs* has the meaning in the constitution of the Fund.

Dated this 22<sup>nd</sup> day of April 2004



Signed by Catherine L. Matterson as delegate of the  
Australian Securities and Investment Commission

0 4 / 0 4 7 5

**Australian Securities and Investments Commission  
Corporations Act 2001 – Subsection 655A(1) – Declaration**

Pursuant to paragraph 655A(1)(b) of the Corporations Act ("Act") the Australian Securities and Investments Commission ("ASIC") hereby declares that Chapter 6 of the Act applies to the persons specified in Schedule A in the case referred to in Schedule B as if item 10 of section 611 of the Act was modified as follows:

1. at sub item 10(b), after the word "person", by inserting the words "whose address as shown in the register in which details of their holding is recorded is a place in Australia and the External Territories, New Zealand or Singapore"; and
2. at sub item 10(e), after the word "same" by inserting the words ", ignoring any differences in the offers attributable to the fact that the offers to professional investors, sophisticated investors and wholesale clients will close before all other offers".

**Schedule A**

All holders of Australand Property Group Stapled Securities as at 4 May 2004, being the date determined by Australand and APL upon which all holders of Australand Property Group Stapled Securities as at that date may participate in the Offer, and any underwriter or sub-underwriter of the Offer of new Australand Property Group Stapled Securities described in Schedule B.

**Schedule B**

An acquisition of a relevant interest in Australand Property Group Stapled Securities that results from the non-renounceable pro rata entitlement issue to holders of Australand Property Group Stapled Securities to raise approximately \$162 million ("Offer") to be made under a combined prospectus and product disclosure statement lodged with ASIC on or about 29 April 2004 where the Offer:

- (a) will not be made to holders of Australand Property Group Stapled Securities whose addresses, as shown in the register of Australand and APL's members, are outside Australia and the External Territories, New Zealand or Singapore, who as at the date of this instrument total 8 in number and hold collectively approximately 0.049% of the total number of Australand Property Group Stapled Securities on issue; and
- (b) to Institutional Investors will close before all other Offers but the allotment of Australand Property Group Stapled Securities to Institutional Investors will occur at the same time as the allotment of Australand Property Group Stapled Securities to other investors who receive and participate in that part of the Offer that closes on or about 12 May 2004.

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**Interpretation****0 4 / 0 4 7 5**

“Australand” means Australand Holdings Limited (ABN 12 008 443 696).

“APL” means Australand Property Limited (ABN 90 105 462 137) as responsible entity of Australand Property Trust.

“Australand Property Group Stapled Securities” means an ordinary share in Australand and a unit in Australand Property Trust stapled together so that they may only be traded together.

“Australand Property Trust” means the trust constituted under the constitution dated 14 September 2003 made by Australand Property Limited (ABN 90 105 462 137) as the trustee and responsible entity of that trust.

“Institutional Investor” means an investor who is a professional investor, sophisticated investor or other wholesale client within the meaning of the Act.

Dated the 28<sup>th</sup> April of 2004



Eugene Tan  
as a delegate of the Australian Securities and Investments Commission

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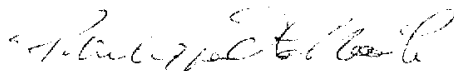
**Australian Securities and Investments Commission  
Corporations Act 2001 — Paragraph 601QA(1)(b) —**

**Corporations Law — Subsections 1084(6) and 1454(2) — Variation**

Under paragraph 601QA(1)(b) of the Corporations Act 2001 (the "Act") and subsections 1084(6) and 1454(2) of the Corporations Law (as continued in force by section 1408 of the Act), the Australian Securities and Investments Commission ("ASIC") hereby varies ASIC Instrument [99/0872] dated 17 June 1999 as follows:

1. deleting "30 June 2004" (twice occurring) and substituting "1 July 2010"; and
2. deleting "National Mutual Trustees Limited ACN 004 029 841" and substituting "Perpetual Trustees Consolidated Limited ABN 81 004 029 841".

Dated the 29<sup>th</sup> day of April 2004.



Signed by Philippa Flook

as a delegate of the Australian Securities and Investments Commission

**Australian Securities and Investments Commission  
Corporations Act 2001**

**0 4 / 0 4 7 8**

**Paragraphs 601QA(1)(a) and 601QA(1)(b) – Exemption and Declaration**

Under paragraph 601QA(1)(b) of the Corporations Act (the "Act"), the Australian Securities and Investments Commission ("ASIC") declares that Chapter 5C applies to the person referred to in Schedule A in the case referred to in Schedule B, as if the following subsections were added at the end of section 601GA:

- "(4A) If the constitution contains provisions allowing the responsible entity to enter into a buy-back arrangement of a kind that complies with subsection (4B) (a *buy-back arrangement*) the right to withdraw by means of that buy-back arrangement will be taken to be specified in the constitution.
- (4B) A buy-back arrangement complies with this subsection if the constitution contains provisions requiring that it be conducted in the following way:
- (a) the responsible entity may buy back up to 10% of the total number of issued units in the scheme immediately before the buy-back commences from members in the ordinary course of trading on the financial market operated by Australian Stock Exchange Limited (the *ASX*), at a price determined by the responsible entity;
  - (b) the responsible entity must cancel units in the scheme bought back as soon as practicable after they are bought back;
  - (c) at least 21 days before the buy-back arrangement commences, the responsible entity must make adequate disclosure in writing to all members of the following matters:
    - (i) the date and approximate time at which the buy-back arrangement will commence;
    - (ii) the means by which the responsible entity will fund its purchase of units in the scheme under the buy-back arrangement;
    - (iii) the level of funds that the responsible entity reasonably expects will be available to it for the purpose of purchasing interests under the buy-back arrangement;
    - (iv) that units will be bought back in accordance with the rules for purchasing units in the ordinary course of trading on the ASX;
    - (v) whether the responsible entity intends to sell any units in the scheme it holds, if any, under the buy-back arrangement;
    - (vi) that associates of the responsible entity hold units in the scheme and may sell those units to the responsible entity under the buy-back arrangement; and
    - (vii) any restrictions that constrain the responsible entity's discretion to determine the price it pays for units purchased on the ASX under the buy-back arrangement; and
  - (d) the price at which the responsible entity may purchase units in the scheme under the buy-back arrangement:



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- (i) must not exceed the net tangible asset backing of the units last announced on the ASX; and
- (ii) must not exceed 105% of the average market price of units in the scheme, calculated over the last 5 days on which units in the scheme were traded on the ASX.

(4C) For the purposes of this section, *net tangible asset backing* has the meaning given by the listing rules of the ASX."

And under paragraph 601QA(1)(a) of the Act ASIC exempts the person referred to in Schedule A in the case referred to in Schedule B from the requirement in paragraph 601FC(1)(d) of the Act to treat members of the same class equally, to the extent that that requirement might otherwise prevent the responsible entity from conducting the transaction referred to in Schedule B on terms that comply with subsection 601GA(4B) as appearing above in this instrument.

#### Schedule A

Gresham Technology Management Limited ACN 003 217 703 ("GTML"), in its capacity as responsible entity of the Technology Investment Fund ARSN 089 174 372 ("TIF").

#### Schedule B

A buy-back, and subsequent cancellation, of units in TIF by GTML on the financial market operated by Australian Stock Exchange Limited at a price, and on other terms, determined in accordance with the constitution of TIF, which occurs on or before the first anniversary of the date of this instrument.

Dated this 30<sup>th</sup> day of April 2004



Signed by Philippa Bell  
as a delegate of the Australian Securities and Investments Commission

0 4 / 0 4 7 9

**Australian Securities and Investments Commission  
Corporations Act - Paragraph 601QA(1)(a) - Exemption**

Pursuant to paragraph 601QA(1)(a) of the *Corporations Act 2001* (the "Act") the Australian Securities and Investments Commission ("ASIC") hereby exempts until 31 May 2004 ipac asset management limited ("ipac") ACN 003 257 225 in its capacity as the responsible entity of the Funds listed in Schedule A from the obligation to specify the basis on which the Transaction Costs and Net Asset Value is calculated under paragraphs 601GA(1)(a) and 601GA(4) of the Act, on the condition set out in Schedule B and for so long as it is met.

**Schedule A**

IPAC Specialist Investment Strategies - International Share Strategy No. 11 (ARSN 108 702 147)  
 IPAC Specialist Investment Strategies - International Share Strategy No. 12 (ARSN 108 702 245)  
 IPAC Specialist Investment Strategies - International Share Strategy No. 13 (ARSN 108 703 359)  
 IPAC Specialist Investment Strategies - International Share Strategy No. 14 (ARSN 108 702 389)  
 IPAC Specialist Investment Strategies - Australian Share Strategy No. 8 (ARSN 108 702 914)  
 IPAC Specialist Investment Strategies - Australian Share Strategy No. 9 (ARSN 108 702 478)  
 IPAC Specialist Investment Strategies - Defensive Income Strategy No. 1 (ARSN 108 702 987)  
 Summit Lite - Defensive Trust (ARSN 108 702 316)  
 Summit Lite - Balanced Trust (ARSN 108 702 530)  
 Summit Lite - Growth Trust (ARSN 108 702 754)  
 Summit Lite - International Shares Unhedged Trust (ARSN 108 703 037)  
 Summit Lite - International Shares Hedged Trust (ARSN 108 703 215)  
 Summit Lite - Australian Shares Trust (ARSN 108 703 617)  
 Summit Lite - High Growth Trust (ARSN 108 703 626)  
 Summit Lite - Moderately Defensive Trust (ARSN 108 709 726) (collectively the "Funds")

**Schedule B**

ipac must disclose in any Product Disclosure Statement for the Funds information that sets out the basis on which the Transaction Costs associated with the Funds is calculated and the basis upon which the value of the assets of the Funds are calculated.

**Interpretation**

*Transaction Costs* has the same meaning as in the constitutions of the Funds.

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*Net Asset Value* has the same meaning as in the constitutions of the Funds.

Dated this 28th day of April 2004

A handwritten signature in black ink, appearing to read 'C. Matterson', with a long horizontal flourish extending to the right.

Signed by Catherine L. Matterson as delegate of the  
Australian Securities and Investment Commission

**Australian Securities and Investments Commission  
Corporations Act - Paragraph 601QA(1)(a) - Exemption**

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Pursuant to paragraph 601QA(1)(a) of the *Corporations Act 2001* (the "Act") the Australian Securities and Investments Commission ("ASIC") hereby exempts until 31 May 2004 Perpetual Trust Services Limited ("Perpetual") ACN 000 142 049 in its capacity as the responsible entity of the Fund listed in Schedule A from the obligation to specify the basis on which the Transaction Costs Allowance is calculated under paragraphs 601GA(1)(a) and 601GA(4) of the Act, on the condition set out in Schedule B and for so long as it is met.

**Schedule A**

Maple-Brown Abbott Asia Pacific Trust (ARSN 108 735 299) (the "Fund")

**Schedule B**

Perpetual must disclose in any Product Disclosure Statement for the Fund information that sets out the basis on which the Transaction Costs Allowance associated with the Fund is calculated.

**Interpretation**

*Transaction Costs Allowance* has the same meaning as in the constitution of the Fund.

Dated this 28th day of April 2004



Signed by Catherine L. Matterson as delegate of the  
Australian Securities and Investment Commission

0 4 / 0 4 8 1

**Australian Securities and Investments Commission  
Corporations Act 2001 - Subsection 257D(4) - Exemption**

Pursuant to subsection 257D(4) of the Corporations Act (“**the Act**”), the Australian Securities and Investments Commission (“**ASIC**”) hereby exempts the person named in Schedule A from compliance with section 257D of the Act in the case referred to in Schedule B and on the conditions specified in Schedule C for so long as those conditions are met.

**Schedule A**

Insurance Australia Group Limited ACN 090 739 923 (“**IAG**”)

**Schedule B**

A share buy back scheme to be made available to holders of Shares, (“**Buy-back Invitations**”), on or around 24 May 2004 which:

- 1 is substantially in the terms contemplated by the draft buy back booklet provided to ASIC on 27 April 2004; and
- 2 complies with the conditions in subsection 257B(2) of the Act, subject to subsection 257B(3), except:
  - (a) that IAG does not comply with paragraph (a) of subsection 257B(2) of the Act but rather the Buy-back Invitations relate only to Shares;
  - (b) that IAG does not comply with paragraph (b) of subsection 257B(2) of the Act but rather invites all holders of Shares as at the Record Date (other than Foreign Shareholders and any holder of Restricted Shares) to offer for sale to IAG any number of their Shares in accordance with the terms and conditions of the Buy-back Invitations;
  - (c) that IAG does not comply with paragraph (c) of subsection 257B(2) of the Act but rather all persons (other than Foreign Shareholders) who hold Shares (other than Restricted Shares) in IAG have a reasonable opportunity to offer for sale any number of their Shares (other than Restricted Shares) to IAG in accordance with the terms and conditions of the Buy-back Invitations;
  - (d) that IAG does not comply with paragraph (d) of subsection 257B(2) of the Act but rather that buy back agreements are not entered into until the Tender Period has closed; and
  - (e) that IAG does not comply with paragraph (e) of subsection 257B(2) of the Act but rather the Buy-back Invitations are to be made by IAG to every person (other than Foreign Shareholders) who holds Shares (other than Restricted Shares) for those holders to tender their Shares to IAG for IAG to buy back those Shares on the same terms subject to:
    - (i) each Shareholder having the ability to nominate a maximum number of shares which they wish to offer for sale to IAG;

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- (ii) if a Shareholder holds 1,000 Shares or less as at the Record Date, that Shareholder will only be permitted to lodge one tender for all their Shares either at a specified price within the tender range or as a Final Price Tender; and
- (iii) a Scale Back Mechanism operating in the manner described in conditions 2 and 3 of Schedule C to ensure that IAG does not exceed the limit specified in condition 1 of Schedule C (or such lesser amount determined by IAG in accordance with its Buy-back Invitations).

### Schedule C

- 1 The maximum number of Shares to be bought back will not exceed 10% of the smallest number of votes attaching to voting Shares of IAG on issue at any time during the 12 months prior to the start of the Tender Period.
- 2 IAG makes it a term of the Buy-back Invitations that:
  - (a) if the Buy-back Price is determined by IAG to be the Lowest Tender Price; and
  - (b) at the close of the Tender Period, IAG has received offers at the Lowest Tender Price and as Final Price Tenders that in aggregate amount to more than the Buy-back Limit, calculated using the Lowest Tender Price,
 then:
  - (c) all Shares tendered at a price above the Buy-back Price are rejected in full; and
  - (d) all Shares tendered at the Buy-back Price and as a Final Price Tender will be accepted, but the number of Shares bought back will be subject to a reduction by the same proportion (pro rata) being the proportion needed to ensure that, after acquiring each Minimum Parcel and each Small Holding, the total number or amount of Shares bought back does not exceed the Buy-back Limit; and
  - (e) each Small Holding where the Shareholder has tendered all of their Shares at the Buy-back Price or as a Final Price Tender and each Minimum Parcel will be acquired.
- 3 IAG makes it a term of the Buy-back Invitations that:
  - (a) if the Buy-back Price is determined by IAG to be a price other than the Lowest Tender Price; and
  - (b) at the close of the Tender Period, IAG has received offers at or below the Buy-back Price or as Final Price Tenders that in aggregate amount to more than the Buy-back Limit, calculated using the Buy-back Price,
 then:
  - (c) all Shares tendered at a price above the Buy-back Price are rejected in full;

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- (d) all Shares tendered at a price below the Buy-back Price will be bought back in full;
  - (e) all Shares tendered as Final Price Tenders will be bought back in full;
  - (f) all Shares tendered at a price equal to the Buy-back Price (other than Shares tendered as Final Price Tenders) will be accepted but the number of Shares to be bought back will be subject to a reduction by the same proportion (pro rata) being the proportion needed to ensure that, after acquiring each Minimum Parcel and each Small Holding, the total number or amount of Shares bought back does not exceed the Buy-back Limit; and
  - (g) each Small Holding where the Shareholder has tendered all of their Shares at or below the Buy-back Price or as a Final Price Tender and each Minimum Parcel will be acquired.
- 4 For the purposes of paragraphs 2 and 3 of this Schedule, disregard, in determining whether the proportion by which the number of each offeror's Shares is reduced is the same, any difference in proportion arising from rounding down of fractions for the purpose of ensuring that only whole numbers of Shares are bought back, and disregard any difference in proportion arising from an adjustment to ensure that only whole numbers of Shares are bought back.
- 5 IAG does not enter into any buy-back agreement until after the close of the Tender Period.
- 6 IAG does not hold any meeting of its shareholders during the Tender Period.

### Interpretation

**Buy-back Invitations** means the invitation by IAG to shareholders to offer to sell Shares to IAG.

**Buy-back Limit** means the total number or amount of Shares to be bought back, as determined by IAG in accordance with the terms of the Buy-back Invitations, provided that such amount must not exceed 10% of the smallest number, at any time during the 12 months before the start of the Tender Period, of votes attaching to voting shares of IAG.

**Buy-back Price** means the price at which IAG will buy back shares tendered in accordance with the Buy-back Invitations.

**ESS** means the IAG Employee Share and Performance Awards Rights Trust incorporating the Bonus Equity, Allocation Share and Performance Award Rights Plans.

**Final Price Tender** means a Tender in which the shareholder elects to receive the Buy-back Price determined by IAG under the Buy-back Invitations.

**Foreign Shareholders** are holders of Shares with a registered address outside Australia, who as at the date of this instrument, are spread across approximately 65 foreign jurisdictions outside Australia and in aggregate hold no more than 0.20% of the total number of Shares on issue.

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**Lowest Tender Price** means the lowest price in the price range specified by IAG at which it will accept Tenders under the Buy-back Invitations.

**Minimum Parcel** means:

- (a) the first 1,000 Shares from each Shareholder who submits a Tender as a Final Price Tender or at the Buy-back Price; or
- (b) an amount less than the first 1,000 Shares from each Shareholder who submits a Tender as a Full Price Tender or at the Buy-back Price, if by buying back the first 1,000 Shares from each such Shareholder and after ensuring no such Shareholder who tenders all their Shares is left with a Small Holding as a result of the Scale Back Mechanism, IAG would exceed the number of Shares that it determines to buy back which must not exceed the Buy-back Limit. .

**NDSP** means a Non-executive Director's Share Plan of IAG.

**Record Date** means Wednesday, 12 May 2004.

**Restricted Shares** means Shares held by IAG Share Plan Nominee Pty Limited ABN 52 095 125 152 on trust under an ESS or a NDSP (noting that these are currently subject to restrictions on disposal under the ESS or NSDP, or otherwise could not properly be sold into the Buy-back by the trustee), and which under the terms of the Buy-back Invitations, the ESS or the NDSP (as the case may be) would not entitle the holder to offer to sell or to sell any Shares to IAG.

**Scale Back Mechanism** means the reduction of Shares bought back by IAG in the manner described in conditions 2 and 3 of Schedule C to ensure that IAG does not exceed the limit specified in condition 1 of Schedule C (or such lesser amount determined by IAG in accordance with its Buy-back Invitations).

**Shares** means fully paid ordinary shares in the capital of IAG.

**Shareholder** means a holder of Shares.

**Small Holding** means:

- (a) 500 Shares; or
- (b) an amount less than 500 Shares as determined by IAG, if IAG would exceed the Buy-back Limit by ensuring no Shareholder who has:
  - (i) tendered all of their Shares at the Buy-back Price or as a Final Price Tender (where the Buy-back Price is at the bottom of the tender range); or
  - (ii) tendered all of their Shares at the Buy-back Price, below the Buy-back Price or as a Final Price Tender (where the Buy-back Price is above the bottom of the tender range),

is left with less than 500 Shares as a result of the Scale Back Mechanism.



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**Tender** means an offer made in accordance with the Buy-back Invitations by a holder of Shares to sell to IAG a specified number of Shares at a specified price by delivering to IAG a tender form (which has not been withdrawn).

**Tender Period** means the time period beginning when the Buy-back Invitations are open for acceptance and ending when the Buy-back Invitations are unable to be offered (i.e. 9am Monday, 24 May 2004 to 5pm Friday, 18 June 2004, Sydney time).

Dated this 28th day of April 2004



Signed by Belisa Jong  
as a delegate of the Australian Securities and Investments Commission

**ASIC**

Australian Securities &amp; Investments Commission

04 / 0482

**Australian Securities and Investments Commission  
Corporations Act 2001 – Subsection 741(1) – Declaration**

Pursuant to subsection 741(1) of the *Corporations Act 2001* (the "Act") the Australian Securities and Investments Commission ("ASIC") declares that Chapter 6D of the Act applies to persons specified in Schedule A in the case specified in Schedule B as if section 707 of the Act (as modified by ASIC Class Order [CO 02/1180] dated 29 November 2002) were modified or varied by inserting a new subsection 707(4A) immediately after subsection 707(4):

- "(4A) Despite subsection (4), the body will not be taken to have the purpose referred to in paragraph 3(b) merely because the body issued the securities to a nominee in the circumstances contemplated in subsection 619(3) and/or subsection 619(4)."

**SCHEDULE A**

Any person who makes an offer of the kind referred to in Schedule B.

**SCHEDULE B**

Offers of convertible preference shares in Southern Cross Broadcasting (Australia) Limited ABN 86 006 186 974 ("Southern Cross") for sale within the period of 12 months after their issue, where those shares were issued by Southern Cross as consideration as a result of acceptances of offers made under an off-market takeover bid by Southern Cross for all of the shares in Southern Star Group Limited ABN 37 003 321 266 in respect of which a bidder's statement was lodged with ASIC on 5 February 2004.

Dated this 6<sup>th</sup> day of May 2004.

Signed by Ariel Brott  
as a delegate of the Australian Securities and Investments Commission

**Australian Securities & Investments Commission –  
Corporations Act 2001 – Paragraph 601QA(1)(a) – Exemption****0 4 / 0 4 8 3**

Pursuant to paragraph 601QA(1)(a) of the *Corporations Act 2001* (“the Act”) the Australian Securities and Investments Commission (“ASIC”) hereby exempts the persons referred to in Schedule A from subsection 601ED(5) of the Act in the case referred to in Schedule B and on the conditions set out in Schedule C for so long as those conditions are met.

**Schedule A**

- (a) Abacus Funds Management Limited (ABN 66 007 415 590) (“AFML”);
- (b) Abacus Property Services Pty Limited (ABN 20 050 739 001) (“APSPL”);
- (c) a licensed real estate agent acting as a representative of AFML; and
- (d) Royal Domain Plaza Pty Limited (ACN 006 166 034);

(collectively referred to as the “Operators”)

**Schedule B**

Making offers for subscription and making or issuing invitations to subscribe for interests in, and operating, a managed investment scheme which involves the offering of rights under a renounceable sales contract (“RSC”) over a unit in the Royal Domain Tower development at 368 St Kilda Road, Melbourne, Victoria, particulars of which have been given to ASIC prior to the date of this instrument (the “Scheme”).

**Schedule C**

1. The Operators must ensure that:
  - (a) all deposit and other application moneys paid by an investor pursuant to a RSC will be held in a trust account for the benefit of the investor until such time as the RSC is renounced by the developer or the investor is required to complete the purchase of the unit in accordance with the RSC, whichever occurs first; and
  - (b) those deposit and other application moneys held in trust are only withdrawn as a refund to investors or otherwise in accordance with the RSC, depending on how the developer decides to exercise its rights under the RSC.
2. The Operators, in the making of an offer of RSCs under the Scheme, or in inviting a person to apply for such a RSC must:

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- (a) not engage in any misleading or deceptive conduct or conduct that is likely to mislead or deceive in connection with those offers or invitations;
- (b) ensure that a statement complying with Schedule D is given to each person to whom an offer or invitation is made before they agree to enter into a RSC; and

ensure that the statement is signed and dated by the directors of APSPL or a person authorised in writing for that purpose by the directors of APSPL and that APSPL at all times retains any such written authorisation, and in the event that the statement is more than one document then one of the documents is to be signed by or on behalf of the directors in accordance with this sub-clause.

3. The Operators must not accept any application for a RSC except on an application form which accompanies the statement referred to in condition 2(b) of this Schedule C.
4. The Operators must ensure that the application form referred to in condition 3 of this Schedule C requires the applicant to acknowledge receipt of the statement referred to in condition 2(b) of this Schedule C (or all of the documents comprising the statement, if the statement is more than one document).

#### Schedule D

The statement (which may be more than one document) must:

1. describe the main features of the Scheme and the RSC to be issued under the Scheme;
2. set out the main terms and conditions of the offer or invitation; and
3. contain all other information that prospective investors and their professional advisers would reasonably require, and reasonable expect to find in the statement in order to make an informed assessment about the merits and risks of participating in the Scheme.

Dated this 5th day of May 2004



Signed by Nitesh Rindani as delegate of the  
Australian Securities and Investments Commission

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**Australian Securities and Investments Commission  
Corporations Act 2001 — Subsection 713(6) — Determination**


Pursuant to subsection 713(6) of the *Corporations Act 2001* ("the Act"), the Australian Securities and Investments Commission determines that the person specified in the Schedule may not rely on section 713 of the Act from the date of this instrument until 5 May 2005.

**SCHEDULE**

*MATRIX OIL N.L. ACN 009 795 046*

Dated: 6 May 2004

Signed:

  
.....  
Cassandra Francas, as a Delegate of the  
Australian Securities and Investments Commission

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**Australian Securities and Investments Commission  
Corporations Act 2001 — Subsection 713(6) — Determination**

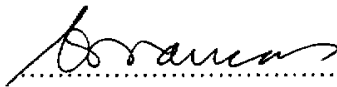
Pursuant to subsection 713(6) of the *Corporations Act 2001* ("the Act"), the Australian Securities and Investments Commission determines that the person specified in the Schedule may not rely on section 713 of the Act from the date of this instrument until 5 May 2005.

**SCHEDULE**

*STOCKFORD LIMITED ACN 091 677 262*

Dated: 6 May 2004

Signed:



.....  
Cassandra Francas, as a Delegate of the  
Australian Securities and Investments Commission

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**Australian Securities and Investments Commission  
Corporations Act 2001 — Subsection 713(6) — Determination**


Pursuant to subsection 713(6) of the *Corporations Act 2001* ("the Act"), the Australian Securities and Investments Commission determines that the person specified in the Schedule may not rely on section 713 of the Act from the date of this instrument until 5 May 2005.

**SCHEDULE**

*AUSTRALIAN GROWTH LIMITED ACN 091 247 166*

Dated: 6 May 2004

Signed:

  
.....  
Cassandra Francas, as a Delegate of the  
Australian Securities and Investments Commission

04 / 0487

**Australian Securities and Investments Commission  
Corporations Act 2001 — Subsection 713(6) — Determination**

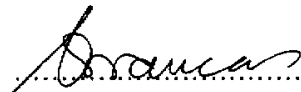
Pursuant to subsection 713(6) of the *Corporations Act 2001* ("the Act"), the Australian Securities and Investments Commission determines that the person specified in the Schedule may not rely on section 713 of the Act from the date of this instrument until 5 May 2005.

**SCHEDULE**

*WESTERN METALS LTD ACN 009150618*

Dated: 6 May 2004

Signed:

  
.....  
Cassandra Francas, as a Delegate of the  
Australian Securities and Investments Commission



Corporations Act 2001  
Subsection 164(3)

Notice is hereby given that ASIC will alter the registration details of the following companies 1 month after the publication of this notice, unless an order by a court or Administration Appeals Tribunal prevents it from doing so.

**A.C.N. 060 777 237 LIMITED** ACN 060 777 237 will change to a proprietary company limited by shares. The new name will be A.C.N. 060 777 237 PTY LTD ACN 060 777 237.

**BABY BLISS INTERNATIONAL PTY LTD** ACN 101 825 316 will change to a public company limited by shares. The new name will be BABY BLISS INTERNATIONAL LIMITED ACN 101 825 316.

**LIONHEARTED LIMITED** ACN 078 697 864 will change to a proprietary company limited by shares. The new name will be LIONHEARTED PTY LTD ACN 078 697 864.

**PACMIN MINING NL** ACN 066 872 839 will change to a proprietary company limited by shares. The new name will be PACMIN MINING PTY LTD ACN 066 872 839.

**SAMUEL CAPITAL LIMITED** ACN 078 336 044 will change to a proprietary company limited by shares. The new name will be SAMUEL CAPITAL PTY LTD ACN 078 336 044.

**ACAPULCO MINING N.L.** ACN 067 983 582 will change to a proprietary company limited by shares. The new name will be ACAPULCO MINING PTY LTD ACN 067 983 582.

**BIDGEEBONG WINES AUSTRALIA LTD** ACN 096 005 104 will change to a proprietary company limited by shares. The new name will be BIDGEEBONG WINES AUSTRALIA PTY. LTD. ACN 096 005 104.

**MT STEWART GOLD PTY. LTD.** ACN 070 859 522 will change to a public company limited by shares. The new name will be MT STEWART GOLD LTD ACN 070 859 522.

**QUEENSLAND INDUSTRIAL MINERALS PTY LTD** ACN 102 684 266 will change to a public company limited by shares. The new name will be QUEENSLAND INDUSTRIAL MINERALS LTD ACN 102 684 266.

**TAROOM COAL N.L.** ACN 079 251 442 will change to a proprietary company limited by shares. The new name will be TAROOM COAL PROPRIETARY LIMITED ACN 079 251 442.

CORPORATIONS ACT 2001  
SECTION 601AH(1)

Notice is hereby given that the registration of  
the companies mentioned below will be reinstated.

Dated this fifth day of May 2004

Jeremy McNeice :  
DELEGATE OF  
THE AUSTRALIAN SECURITIES AND INVESTMENTS COMMISSION

<b>Name of Company</b>	<b>ACN</b>
A.C.D. (GROUP) PTY LTD	079 904 984
A.C.N. 009 229 734 PTY LTD	009 229 734
ABE LUYBEN ADVERTISING PTY LTD	002 783 780
ACOSTA CONSTRUCTION PTY LTD	052 206 425
AGSTAL LTD.	004 140 407
ALFA-LAVAL HAMILTON PTY. LIMITED	004 303 771
AMPD COLLABORATIVE PTY LTD	099 473 579
AN CHHUN PTY. LTD.	077 100 853
ANTHONYS ROOFING PTY. LTD.	065 103 988
AUSTRALIAN FIBRE INDUSTRIES PTY. LTD.	085 078 860
AUSTRAN PTY. LTD.	009 041 052
AYCON PTY LTD	099 993 503
BERTAGNI'S PTY LTD	087 097 443
B FIRST BUILDING PTY LTD	096 973 223
BIGRIDGE PTY. LTD.	006 831 456
BRAEDISHOLM PTY LTD	002 478 391
BSN PTY LTD	005 159 106
C.R.N. INTERNATIONAL PTY LIMITED	078 220 087
CHANSON PTY. LIMITED	006 373 495
CINQUE HOLDINGS PTY. LTD.	006 136 625
COFORDO 307 PTY. LTD.	010 886 218
CONSOLIDATED INVESTMENTS AUSTRALASIA PTY LTD	066 382 063
CONSTRUCT HOMES PTY LTD	099 281 517
CORSAIR PTY. LTD.	009 254 406
DACOM-BUSINESS DATA MANAGEMENT PTY LTD	001 910 309
DRIVETECH SERVICES PTY LTD	084 644 744
DUNMAC (TASMANIA) PTY. LTD.	064 964 307
E.T. CIVIL PTY LTD	077 346 699

<b>Name of Company</b>	<b>ACN</b>
EFF DFYNO SOLUTIONS PTY LTD	094 956 448
ESSENTIAL HEALTH PTY LTD	094 471 217
FNP CARTAGE PTY LTD	087 194 198
FOLETCO LIMITED	004 094 106
FORVALE PTY. LIMITED	072 984 019
F TOTANI CEMENT PTY LTD	007 994 103
GARY LYNCH HOLDINGS PTY LTD	093 507 030
GRAPHIC COMMUNICATION PTY LTD	003 226 766
HANS SCHMIDT CONSTRUCTIONS PTY. LIMITED	004 820 357
HARLMOR PTY LTD	074 331 614
HENNASHAM PTY. LIMITED	005 603 789
HESDEL PTY LTD	069 873 392
I. P. ADMINISTRATION PTY LTD	082 114 038
J. A. MEYER & CO. PTY. LTD.	079 247 144
JASSON PLASTERS & RENDERS PTY LTD	094 034 670
JPS RESORTS PTY LTD	005 013 025
K & L SNELL INVESTMENTS PTY LTD	087 709 386
K & S CARPENTRY & ALUMINIUM PTY. LIMITED	003 943 404
KATHOPOULIS ELECTRICAL & BUILDING CONTRACTING PTY LTD	079 844 081
K C GROUP (AUST) PTY LTD	087 787 317
KENNETH TATE PTY LTD	006 905 442
KIN PROFESSIONAL PAINTING PTY LTD	093 955 714
KON KLADOS & ASSOCIATES PTY. LTD.	007 308 287
KYNAN PTY. LTD.	006 716 936
LISHA'S CATERING PTY. LIMITED	100 123 395
MARK DAVID PTY LTD	000 544 392
MARKETPROM PTY. LTD.	079 939 076
MASTERPLAN HOLDINGS PTY. LTD.	063 219 947
MAXIMUM NIGHTCLUB PTY. LIMITED	061 766 407
MEVERE PTY. LIMITED	005 951 646
MIKE MCGUIRE PTY LTD	001 239 103
MING FONG PTY LTD	001 367 808
MINI-VEND AUSTRALIA PTY LTD	095 177 718
MONTREUX MANAGEMENT PTY LTD	092 618 785
MOTHER NATURE'S HEALTH PRODUCTS PTY LTD	010 701 407
NONFERRAL METAL REFINERS PTY LTD	093 619 446
PARADOX COMPUTER SOLUTIONS PTY LTD	080 674 906
PLLACK PTY LTD	088 850 088
PRESTIGE EARTHMOVING PTY LTD	095 003 508
R & K COMPUTERS PTY. LTD.	006 947 762

<b>Name of Company</b>	<b>ACN</b>
RICHTERE PTY. LTD.	099 693 759
ROGER G. PUCKRIDGE PTY LTD	074 190 266
ROSS CHALMERS ELECTRICAL PTY. LTD.	055 608 136
S.E.M. HOLDINGS (NSW) PTY LTD	090 059 813
SIMARILLION PTY LTD	100 322 978
SPRUIKERS PTY LTD	085 493 545
STUDIO LOUNGES PTY LIMITED	075 537 003
SUGAPUS PTY. LTD.	004 634 959
SUPERIOR FRUIT & VEGIES PTY. LTD.	087 119 131
TAGALONG MANAGEMENT GROUP PTY LIMITED	080 348 090
TOKYO TRADING (AUST.) PTY LTD	092 883 997
TRANSWORLD ENTERTAINMENT PTY LTD	052 115 018
TURN OFF LAGOONS PASTORAL HOLDING COMPANY PTY LTD	085 377 304
VEGACENE PTY LIMITED	068 867 256
WATA PTY LTD	083 679 118
WOLLEMI SERVICES PTY LIMITED	074 431 619
WORMALD (VIC) PTY LTD	000 066 697
ZEINA NOMINEES PTY. LTD.	064 473 614
2K SECURITY PTY LTD	083 279 609