



Commonwealth of Australia



**ASIC**

Australian Securities &  
Investments Commission

Commonwealth of Australia Gazette

No. ASIC 48/04, Tuesday, 30 November 2004

Published by ASIC

# 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.

ISSN 1445-6060 (Online version)  
ISSN 1445-6079 (CD-ROM version)

Available from [www.asic.gov.au](http://www.asic.gov.au)  
Email [gazette.publisher@asic.gov.au](mailto:gazette.publisher@asic.gov.au)

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**Australian Securities and Investments Commission  
Corporations Act 2001 - Subsection 741(1) - Declaration****0 4 / 0 8 2 4**

Under subsection 741(1) of the Corporations Act 2001 ("Act") the Australian Securities and Investments Commission ("ASIC") declares that Chapter 6D applies to the persons specified in Schedule A in the case specified in Schedule B as if section 707 were modified or varied by omitting subsections 707(3) and (4) and substituting the following subsections:

- "(3) An offer of a body's securities for sale within 12 months after their issue needs disclosure to investors under this Part if the body issued the securities:
- (a) without disclosure to investors under this Part;
  - (b) with the purpose of the person to whom they were issued:
    - (i) selling or transferring them; or
    - (ii) granting, issuing or transferring interests in, or options or warrants over, them;
- and section 708 and 708A does not say otherwise.
- (4) Unless the contrary is proved, a body is taken to issue securities with the purpose referred to in paragraph 3(b) if any of the securities are subsequently sold, or offered for sale, within 12 months after their issue."

**Schedule A**

Any person who makes an offer of ordinary shares in Insurance Australia Group Limited (ABN 60 090 739 923) ("IAG").

**Schedule B**

An offer for sale of ordinary shares in IAG where:

- (a) the ordinary shares are issued by reason of the conversion of RES to Preference Shares followed by the conversion of Preference Shares to ordinary shares;
- (b) the RES were issued with disclosure to investors under Part 6D.2; and
- (c) the conversions in paragraph (a) did not involve any further offers.

**Interpretation**

In this instrument

1. "RES" means unsecured notes issued by IAG Finance (New Zealand) Limited pursuant to the Prospectus.
2. "Preference Shares" means preferences shares issued by IAG on the terms described in the Prospectus.

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3. "Prospectus" means the prospectus to be issued by IAG Finance (New Zealand) Limited in relation to the public offering of RES to be lodged with ASIC on or about 22 November 2004.

Dated 22 November 2004

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

0 4 / 0 8 2 5

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

Pursuant to subsection 741(1) of the *Corporations Act 2001* ("Act") the Australian Securities and Investments Commission ("ASIC") hereby declares that Chapter 6D of the Act applies to the persons specified in Schedule A in the case specified in Schedule B as if:

1. the text of paragraph 723(3)(b) of the Act was omitted and the following substituted:

"the securities are not admitted to quotation within 3 months after the later of:

- (i) the date of the disclosure document; and
- (ii) the date of a supplementary disclosure document which relates to the matters referred to in subparagraph 724(1)(b)(ii) or subsection 724(1AA);";

2. paragraph 724(1)(a) of the Act was modified or varied by omitting the words "and that condition is not satisfied within 4 months after the date of the disclosure document" and substituting the words:

"and that condition is not satisfied within 4 months after the later of:

- (iii) the date of the disclosure document; or
- (iv) the date of a supplementary disclosure document which relates to the matters referred to in subparagraph 724(1)(b)(ii) or subsection 724(1AA) and which explains the effect of this paragraph and subsection 724(1AA)"; and

3. section 724 was amended by inserting the following subsection after subsection 724(1):

"724(1AA) Where a person lodges a supplementary disclosure document which relates to the matters referred to in subparagraph (1)(b)(ii) or this subsection, and the condition referred to in subparagraph (1)(b)(ii) is not satisfied within 3 months after the date of the supplementary disclosure document, the person must deal under subsection (2) with any applications for the securities made under the disclosure document to which the supplementary disclosure document relates that have not resulted in an issue or transfer of the securities. For the purpose of working out whether a condition referred to in paragraph (1)(a) has been satisfied, a person who has agreed to take securities as underwriter is taken to have applied for those securities."

**SCHEDULE A**

**0 4 / 0 8 2 5**

White Gold Mining Limited ACN 092 471 513 ("Issuer") and any person acting on its behalf.

**SCHEDULE B**

An offer or issue of securities of the Issuer under a prospectus lodged with ASIC on 23 August 2004, as supplemented by two supplementary prospectuses respectively dated 30 September 2004 and 23 November 2004 and lodged with ASIC on those dates (the latter relating to the matters referred to in subparagraph 724(1)(b)(ii) of the Act).

Dated this 23<sup>rd</sup> day of November 2004.

Signed:



.....  
Allan Erceg, as delegate of the  
Australian Securities and Investments Commission

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

Pursuant to paragraph 601QA(1)(b) of the *Corporations Act 2001* ("the Act") the Australian Securities and Investments Commission ("ASIC") hereby revokes ASIC instrument [04/1463] and varies ASIC Instrument [04/1461] by:

1. in paragraph 1 by deleting the word "and" and substituting "," and inserting after the third occurring "," "and (8)";
2. in paragraph 2 by:
  - (a) deleting the word "The" and substituting "If";
  - (b) deleting the word "and" and substituting "," and inserting after third occurring "," "and (8)";
3. in paragraph 3 by inserting after subsection 601GA(7), a new subsection 601GA(8), as follows:

"(8) The constitution does not have to make adequate provision for:

- (a) any application fee that must be paid to acquire an interest in the scheme; and
- (b) any withdrawal fee that must be paid to make a withdrawal from the scheme;

provided that:

- (c) the constitution states the maximum amount of application fees that will be charged to acquire an interest in the scheme and the maximum amount of withdrawal fees that will be charged to make a withdrawal from the scheme;
- (d) each Product Disclosure Statement for interests in the scheme that is given to a person as a retail client while the constitution does not make such provision states the actual amount of application fees that must be paid to acquire an interest in the scheme and the actual amount of withdrawal fees that must be paid to make a withdrawal from the scheme;
- (e) each Product Disclosure Statement for interests in the scheme that is given to a retail client while the constitution does not make such provision states that the responsible entity will give at least 30 days notice in writing and an opportunity to make a withdrawal from the scheme before it increases the amount of withdrawal fees that must be paid to make a withdrawal from the scheme."; and

- 2 -

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4. in paragraph 3, deleting subsection 601GA(8) and inserting a new subsection 601GA(9) as follows:

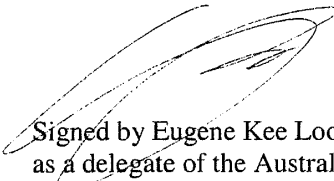
"(9) In this section:

*application fee* means the fee (if any) that must be paid to the responsible entity to acquire an interest in the scheme, which is determined by the responsible entity and does not exceed 6 % of the consideration to acquire an interest in the scheme;

*transaction costs* means, in relation to the acquisition of an interest in the scheme or a withdrawal request, the amount that is included in the price at which the interest is acquired or has been deducted from the amount that would otherwise be paid in meeting the request that is reasonably attributable to the expenses associated with the acquisition or disposal of scheme assets, merely because the interest has been acquired or the withdrawal request is met.

*withdrawal fee* means the fee (if any) that must be paid to the responsible entity to make a withdrawal from the scheme, which is determined by the responsible entity and does not exceed 6 % of the proceeds payable upon a withdrawal from the scheme."

Dated this 24<sup>th</sup> day of November 2004



Signed by Eugene Kee Loong Foo  
as a delegate of the Australian Securities and Investments Commission

0 4 / 0 8 9 6

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

Under paragraph 601QA(1)(a) of the *Corporations Act 2001* (the “Act”) the Australian Securities and Investments Commission (“ASIC”) exempts Willis Australia Limited ACN 000 321 237 (the “Provider”) from subsection 601ED(1) of the Act in relation to the operation of any Scheme of the description referred to in the Schedule.

SCHEDULE

Where the scheme (“Scheme”) involves the following:

1. persons (the “Members”) pay money (the “contributions”) to the Provider as consideration to acquire interests in the Scheme;
2. the Provider pools the contributions;
3. the Provider uses the contributions, and any other property arising out of the operation of the Scheme (“Scheme Assets”), only to:
  - (a) acquire risk insurance products, or to acquire basic deposit products issued by an Australian ADI;
  - (b) pay claims by or against the Members, and other persons permitted by the Scheme Agreements, 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 Agreements; and
  - (c) pay any remuneration to, or indemnify, the Provider in accordance with the Scheme Agreements; and
  - (d) refund contributions to the Members in accordance with the Scheme Agreements on the winding up of the Scheme, or as otherwise permitted by the Scheme Agreements, but not to refund any amount to a Member in excess of that contributed by the Member;
4. the Scheme Assets are held separately on trust for the Members;
5. the Provider does not state or permit any other person to state that acquiring interests in the Scheme is an investment or has an investment purpose; and
6. the Provider holds an Australian financial services licence that covers the provision of any financial services in relation to the Scheme

**Interpretation**



In this instrument:

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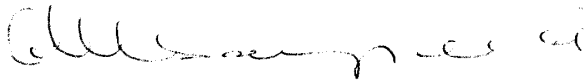
*held separately*, in relation to Scheme Assets, means holding the Scheme Assets in a way that satisfies the following requirements:

- (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;

*risk insurance product* has the meaning given by section 761A of the Act;

*Scheme Agreement* means the deed of establishment and the rules of the scheme (both of which documents are in writing) as amended from time to time.

Dated 19 November 2004



Signed by Aileen Sarsfield  
As a delegate of the Australian Securities and Investment Commission



ASIC

Australian Securities &amp; Investments Commission

04/0897

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

Pursuant to paragraph 601QA(1)(b) of the *Corporations Act 2001* (the "Act") the Australian Securities and Investments Commission declares that Chapter 5C applies to the person referred to in the Schedule until 31 March 2005 as if section 601GA was modified or varied by:

1. in subsection (1), omitting "The" and substituting "Subject to subsections (5) and (6), the";
2. in subsection (4), omitting "If" and substituting "Subject to subsections (5) and (6), if";
3. adding after subsection 601GA(4):

"(5) The constitution does not have to make adequate provision for transaction costs associated with the acquisition of an interest in the scheme or a withdrawal from the scheme where the responsible entity discloses the basis on which those costs are calculated in each Product Disclosure Statement for interests in the scheme that is given to a person as a retail client while the constitution does not make such provision.

(6) The constitution does not have to make adequate provision for the consideration to acquire an interest in the scheme or the proceeds payable upon a withdrawal from the scheme to the extent that it depends on determining the value of an asset that is scheme property or the amount of a liability that may be satisfied from scheme property where the responsible entity:

- (a) reasonably believes that the value or amount cannot be objectively ascertained at the relevant time; and
- (b) discloses a general description of the valuation methods and policies it will apply in determining the value or amount in each Product Disclosure Statement for interests in the scheme that is given to a person as a retail client while the constitution does not make such provision.

- (7) In this section:

- 2 -

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*transaction costs* means, in relation to the acquisition of an interest in the scheme or a withdrawal request, the amount that is included in the price at which the interest is acquired or has been deducted from the amount that would otherwise be paid in meeting the request that is reasonably attributable to the expenses associated with the acquisition or disposal of scheme assets merely because the interest has been acquired or the withdrawal request is met."

#### Schedule

BT Funds Management No.2 Limited ACN 000 727 659 in its capacity as responsible entity of BT Multi-Strategy Yield Fund ARSN 111 755 974

Dated this 24<sup>th</sup> day of November 2004



Signed by Eugene Kee Loong Foo  
as a delegate of the Australian Securities and Investments Commission



**ASIC**

Australian Securities & Investments Commission

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**Australian Securities & Investments Commission**  
**Corporations Act 2001 Section 915B**

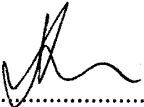
**Notice of Cancellation of an Australian Financial Services Licence**

**TO:** Principal Real Estate Investors (Australia) Limited, ABN: 47 102 488 077  
("the Licensee")  
Level 43, 50 Bridge Street, SYDNEY NSW 2000

Pursuant to section 915B(3)(d) of the **Corporations Act 2001**, the Australian Securities and Investments Commission hereby cancels Licence Number 225386 held by the Licensee with effect from the date on which this notice is given to the Licensee.

Dated this 25<sup>th</sup> day of November 2004.

Signed

  
.....

Joyce Krashow, a delegate of the Australian Securities and Investments Commission

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**Australian Securities and Investments Commission**  
**Corporations Act 2001 - Paragraphs 601QA(1)(a), 655A(1)(a), 673(1)(a) and 1020F(1)(a) -**  
**Exemptions**

1. Under paragraph 655A(1)(a) of the Corporations Act 2001 (**Act**), the Australian Securities and Investment Commission (**ASIC**) exempts the persons mentioned in Schedule A from section 606 of the Act in the cases mentioned in Schedule C, on the following conditions:
  - (a) MBL reduces its relevant interest in the Mirvac Stapled Securities to less than 20% within 14 Business Days after the Record Date;
  - (b) MBL does not sell a Mirvac Stapled Security to a person if it knows or believes that person would contravene section 606 by acquiring the Mirvac Stapled Security;
  - (c) while MBL has a relevant interest in more than 20% of all of the Mirvac Stapled Securities, as a result of the acquisition referred to in Schedule C, it does not exercise any voting rights attaching to Mirvac Stapled Securities in excess of 20%, without ASIC's consent;
  - (d) in respect of Mirvac Stapled Securities acquired by MBL under the Sale Facility (**Sale Securities**), MBL uses its best endeavours to obtain as wide a placement of the Sale Securities as practicable having regard to the number of Sale Securities available for sale and the level of demand for them; and
  - (e) within 14 Business Days after the Record Date, MBL gives ASIC a list specifying, in respect of each sale of a parcel of the Sale Securities: the date of sale, the name of the buyer (if known), and the way in which the sale was transacted (eg, via Stock Exchange Automated Trading System or via a bookbuild).
  
2. Under paragraph 673(1)(a) of the Act, ASIC exempts the persons mentioned in Schedule A from section 671B if the Act in relation to:
  - (a) the acquisitions mentioned in Schedule C; and
  - (b) the disposals of the Mirvac Stapled Securities under the terms of the Sale Facility, .

on the condition that if at 9.30am on the fifth Business Day after the Record Date, MBL has a relevant interest in more than 5% of Mirvac Stapled Securities, MBL then complies with section 671B in relation to that relevant interest.

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For the purposes of the conditions in paragraphs 1 and 2 above of this instrument, treat MBL as no longer having a relevant interest in a Mirvac Stapled Security, if MBL has agreed to sell the Mirvac Stapled Security under a contract, which is subject to no conditions which would not be implied into an open contract entered into on the financial market operated by Australian Stock Exchange Limited, other than a condition postponing settlement until completion of the acquisitions mentioned in Schedule C.

3. Under subsection 601QA(1)(a) of the Act, ASIC exempts, until 21 days after the Implementation Date, the persons specified in Schedule B from compliance with Chapter 5C of the Act in relation to the operation of the Sale Facility.
4. Under 1020F(1)(a) of the Act, ASIC exempts, until 21 days after the Implementation Date, the persons specified in Schedule B from Part 7.9 of the Act in relation to any offers to issue, offers to arrange for the issue or the issue of interests as part of the Sale Facility.
5. Under paragraph 1020F(1)(a) of the Act ASIC exempts the persons in Schedule B from Division 5A of Part 7.9 of the Act in the case specified in Schedule D on the conditions in Schedule E for so long as they are met.

#### Schedule A

1. Mirvac Limited ABN 92 003 280 699 and its associates.
2. Macquarie Securities (Australia) Ltd ACN 002 832 126 and its associates.

#### Schedule B

1. Mirvac Limited ACN 003 280 699.
2. Mirvac Funds Limited (ABN 70 002 561 640).
3. James Fielding Holdings Limited ABN 39 093 200 965
4. James Fielding Funds Management Limited ABN 78 067 417 663.
5. Macquarie Securities (Australia) Ltd ACN 002 832 126.
6. Computershare Investor Services Pty Limited ACN 078 279 277.
7. ASX Perpetual Registrars Limited ACN 083 214 537.

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**Schedule C**

The acquisition of a relevant interest in Sale Securities where MBL disposes of the Sale Securities within 14 days of becoming the registered holder.

**Schedule D**

Where:

1. the Offer and the Invitation are in writing and included in the Explanatory Memorandum;
2. the Offer and the Invitation are made to all Eligible Securityholders (subject to restrictions applicable to foreign Eligible Securityholders);
3. the sale or disposal of the Mirvac Stapled Securities under the Sale Facility is made through an arrangement between MBL and the participating Eligible Securityholder constituted by the election (or deemed election) of that Eligible Securityholder to participate in the Sale Facility;
4. under the Sale Facility an Eligible Securityholder may participate in either or both of the Cash Out Facility and the Security Sale Facility;
5. the consideration to be received by Eligible Securityholders who accept (or are deemed to accept) the Offer or the Invitation and who participate in:
  - (a) the Security Sale Facility, will be the cash amount determined by dividing the gross proceeds of sale on the ASX (or by institutional bookbuild) of all Mirvac Stapled Securities issued to MBL as nominee under both the Cash Out Facility and the Security Sale Facility by the total number of Mirvac Securities that are sold under both Facilities; and/or
  - (b) the Cash Out Facility, will be a cash amount equivalent to \$4.5616 per Mirvac Stapled Security which equates to \$3.33 per JFG Stapled Security, where any shortfall between the equivalent sale consideration received by MBL and the payments to be made to the Eligible Securityholder under the Cash Out Facility will be met by Mirvac and Cash Out Facility participants will not receive any payment in excess of \$4.5616 per Mirvac Stapled Security if the MBL achieves a greater sale consideration, which will be to the benefit of Mirvac; and

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6. all of the documents are given to Eligible Securityholders at the same time (if the Offer and the Invitation are made up of two or more separate documents).

**Schedule E**

Mirvac and Mirvac RE do all things necessary to ensure that the Explanatory Memorandum prominently discloses and sets out:

1. the correct closing price of Mirvac Stapled Securities and the JFG Stapled Securities (as the case may be) on the ASX as at 11 November 2004;
2. the relevant contact details, including telephone numbers, which would enable an Eligible Securityholder to ascertain the number of JFG Stapled Securities held by the Eligible Securityholder;
3. a statement that an Eligible Securityholder may participate in respect of some or all of their entitlement to Mirvac Stapled Securities under the Merger pursuant to the Offer or the Invitation;
4. that the price of Mirvac Stapled Securities will be subject to change from time to time;
5. that under the Sale Facility MBL is under an obligation to sell Mirvac Stapled Securities at the best price reasonably obtainable at the time of the relevant sale bearing in mind the following factors:
  - (a) the total number of Mirvac Stapled Securities offered for sale under the Sale Facility;
  - (b) the prevailing market conditions (including the prevailing price of the Mirvac Stapled Securities on the ASX);
  - (c) the prevailing demand for Mirvac Stapled Securities offered for sale under the Sale Facility;
  - (d) the need to maintain an orderly secondary market for all Mirvac Stapled Securities; and
  - (e) the period in which the sale process under the Sale Facility is to be completed; and



0 4 / 1 4 5 4

6. that the consideration to be received by Eligible Securityholders under the Security Sale Facility and/or Cash Out Facility may be more or less than:
  - (a) the total market value of their JFG Stapled Securities as at the close of trading on the Effective Date and/or
  - (b) the consideration that might be obtained through the later sale of their Mirvac Stapled Securities on the ASX following the Effective Date.
7. the risks associated with the sale or disposal of a large volume of Mirvac Stapled Securities on the ASX or through another mechanism (including through a bookbuild process) otherwise than on a licensed market in terms of the sale price to be received by Eligible Securityholders who accept (or are deemed to accept) the Offer or the Invitation;
8. a statement that Eligible Securityholders who do not wish to receive Mirvac Stapled Securities and do not wish to accept the Offer or the Invitation may sell their JFG Stapled Securities on the ASX at any time up until the Effective Date;
9. information about expenses payable by Eligible Securityholders relating to the services provided by the Broker to Eligible Securityholders who accept (or are deemed to accept) the Offer or the Invitation;
10. information about any other significant characteristics or features of the Offer and the Invitation or of the rights, terms, conditions and obligations attaching to an acceptance of the Offer or the Invitation including, without limitation:
  - (a) the period during which the Offer and the Invitation remain open; and
  - (b) a description of the manner in which the sale of Mirvac Stapled Securities will be conducted and how the sale price to be received by Eligible Securityholders who accept (or are deemed to accept) the Offer or the Invitation will be determined; and
  - (c) why it is not open to Mirvac to disclose a likely sale price for the Mirvac Stapled Securities; and
11. if any of the persons mentioned in Schedule B makes other information relating to the Offer or the Invitation available to Eligible Securityholders or to persons more generally - a statement of how that information may be accessed.

**Interpretation****0 4 / 1 4 5 4**

**ASX** means the licensed market operated by Australian Stock Exchange Ltd ACN 008 624 691.

**Business Day** means Monday to Friday inclusive except New Year's Day, Good Friday, Easter Monday, Christmas Day, Boxing Day and any other day that Australian Stock Exchange Ltd declares is not a business day.

**Cash Out Facility** means the facility so named and described in the Explanatory Memorandum where Eligible Securityholders accept (or are deemed to accept) the Offer or the Invitation and also elect to receive a fixed amount per Mirvac Stapled Security to which they become entitled under the Merger to be sold by MBL.

**Effective Date** means the date on which court order made under section 411(4)(b) of the Act comes into effect pursuant to the section 411(10) of the Act in relation to the Merger, being 29 December 2004 or such other date in accordance with the Explanatory Memorandum.

**Eligible Securityholder** means each person or persons who, according to the JFG Security Register, has a holding of JFG Stapled Securities as at the Record Date and whose address, as shown on the JFG Security Register, is in Australia, New Zealand or any other jurisdiction Mirvac nominates for the purposes of eligibility for participation in the Offer or Invitation.

**Explanatory Memorandum** means a document to be dated on or about 12 November 2004 which will constitute an explanatory statement and will be registered by ASIC on or about 12 November 2004 pursuant to section 412(6) of the Act for the purposes of Chapter 5 of the Act and which will be sent to holders of JFG Stapled Securities.

**Implementation Date** means the Business Day next following the Record Date.

**Invitation** means an invitation to an Eligible Securityholder to participate in the Sale Facility.

**JFG** means James Fielding Holdings Limited (ABN 39 093 200 965).

**JFG Security Register** means the register of members maintained by JFG in accordance with paragraph 168(1)(a) of the Act.

**JFG Stapled Securities** means the fully paid ordinary shares in JFG stapled to the fully paid ordinary units in the James Fielding Trust ARSN 089 988 296.

**MBL** means Macquarie Securities (Australia) Ltd ACN 002 832 126.

0 4 / 1 4 5 4

**Mirvac** means Mirvac Limited (ABN 92 003 280 699).

**Mirvac RE** means Mirvac Funds Limited (ABN 70 002 561 640) as responsible entity of Mirvac Trust.

**Mirvac Stapled Securities** means the fully paid ordinary shares in Mirvac stapled to the fully paid ordinary units in Mirvac Trust.

**Mirvac Trust** means Mirvac Property Trust (ABN 78 067 417 663).

**Merger** means the arrangements detailed in the explanatory statement lodged with ASIC on or about the date of this instrument, whereby the Mirvac Group will acquire all of the JFG Stapled Securities.

**Record Date** means the date for determining entitlements to Mirvac Stapled Securities under the Merger, being 6 January 2005 or such other date in accordance with the Explanatory Memorandum.

**Offer** means an offer to an Eligible Securityholder to participate in the Sale Facility.

**Sale Facility** means the Cash Out Facility and Security Sale Facility.

**Security Sale Facility** means the facility so named and described in the Explanatory Memorandum where Eligible Securityholders accept (or are deemed to accept) the Offer or the Invitation and also elect to receive a share of cash proceeds for the later sale by MBL of Mirvac Stapled Securities, to which they become entitled under the Merger.

Signed by Maree O'Brien  
as a delegate of the Australian Securities and Investments Commission



Dated this 12<sup>th</sup> day of November 2004

04 / 1455

**Australian Securities and Investments Commission  
Corporations Act 2001 – Paragraph 951B(1)(b) and 951B(1)(c)  
Declaration**

Under paragraph 951B(1)(c) of the Corporations Act 2001 (the "Act") the Australian Securities and Investments Commission declares that Part 7.7 of the Act applies to the persons specified in Schedule A in the case referred to in Schedule B as if:

1. subsection 941D(1) were modified or varied by deleting the words "as soon as practicable after it becomes apparent to the providing entity that the financial service will be, or is likely to be, provided to the client, and must in any event be given to the client before the financial service is provided" and inserting instead the words "at the same time as the financial service is provided";
2. subsections 941D(2), (3) and (4) were omitted;
3. subsection 942A(1) were modified or varied by omitting "The title" and substituting "Subject to section 942DB, the title";
4. part 7.7 were modified or varied by inserting after section 942DA the new section as follows:

"942DB Combining a Financial Services Guide and an Explanatory Memorandum in a single document

- (1) A Financial Services Guide and an Explanatory Memorandum may be combined in a single document (combined FSG and EM) in circumstances specified in regulations made for the purposes of this section.
  - (2) Those regulations may also provide that this Chapter applies in relation to a combined FSG and EM as if specified provisions were omitted, modified or varied as specified in the regulations.
  - (3) A Financial Services Guide and Explanatory Memorandum must not be combined in a single document except as permitted under subsection (1)"; and
5. regulation 7.7.08A of the Corporations Regulations 2001 were modified or varied by inserting after subregulation 7.7.08A(3) two new subregulations as follows:

"(3A) A combined Financial Services Guide and Explanatory Memorandum may be issued as a single document if:

- (a) the Financial Services Guide is given by an outside expert; and
- (b) the Financial Services Guide forms part of a document (expert's report) in which the outside expert provides general advice relating to financial products in the Explanatory Memorandum; and
- (c) the Explanatory Memorandum forms a separate part of the document and is clearly identifiable as an Explanatory Memorandum and satisfies the requirements under the Act for the Explanatory Memorandum (subject to any ASIC relief granted); and
- (d) the expert's report forms a separate part of the document and is clearly identifiable as an expert's report; and
- (e) the expert's report is subdivided into 2 separate parts:
  - (i) a part identifiable as a Financial Services Guide that satisfies the requirements under the Act for a Financial Services Guide, and that is at or near the front of the expert's report; and
  - (ii) a part setting out the general advice provided by the outside expert; and

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- (f) the document clearly and prominently discloses:
    - (i) the identity of the outside expert and the responsible person;
    - (ii) the nature of the relationship between the outside expert and the responsible person; and
    - (iii) the liability of the outside expert and the responsible person in relation to the document, the Explanatory Memorandum, the Financial Services Guide and the expert's report; and
  - (g) the document is provided to the client by no later than the time at which the Explanatory Memorandum must be provided.
- (3B) In this regulation:  
outside expert, in relation to an Explanatory Memorandum, means an expert who is not:
- (a) the person by whom, or on whose behalf, the Explanatory Memorandum was prepared; or
  - (b) an employee or director of that person; and
- responsible person means the person required to provide the Explanatory Memorandum, which consists of a prospectus under the Act."

## Schedule A

- (1) Deloitte Corporate Finance Pty Limited ABN 19 003 833 127 ("DCF")
- (2) BDO Corporate Finance Pty Limited ABN 91 003 946 030 ("BDO")
- (3) McLaughlins Financial Services Limited ACN 088 647 796 as responsible entity of the MFS Leveraged Investment Trust ARSN 093 393 072 and MFS Leveraged Investment Limited ACN 107 863 436 (collectively, "LIG")

## Schedule B

The issue of an explanatory memorandum ("Explanatory Memorandum"), which includes a prospectus for the issue of shares in MFS Leveraged Investment Limited ACN 107 863 436 ("Company"), dated on or about 15 November 2004 for which the Company and McLaughlins Financial Services Limited ACN 088 647 796 as responsible entity of the MFS Leveraged Investment Trust ARSN ("Trust") 093 393 072 are the responsible persons that includes:

- (a) a statement by DCF containing general advice in relation to the issue of shares in the Company and the acquisition of units in the Trust ("DCF expert's report") where DCF has consented to the inclusion of the expert's report in the Explanatory Memorandum in the form and context in which it is included, and where the expert's report bears the title "Financial Services Guide and Independent Expert's Report in relation to the issue of Shares in MFS Leveraged Investment Limited" (or substantially this title) on its cover, or at or near its front; and
- (b) a statement by BDO containing general advice in relation to the issue of shares in the Company and the acquisition of units in the Trust ("BDO expert's report") where BDO has consented to the inclusion of the expert's report in the Explanatory Memorandum in the form and context in which it is included, and where the expert's report bears the title "Financial Services Guide and Independent Expert's Report in relation to the issue of Shares in MFS Leveraged Investment Limited" (or substantially this title) on its cover, or at or near its front; and
- (c) at or near the front of the DCF expert's report, a Financial Services Guide for which DCF is the providing entity; and

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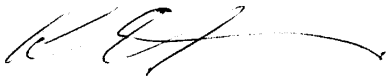
- (d) at or near the front of the BDO expert's report, a Financial Services Guide for which BDO is the providing entity.

#### Interpretation

In this instrument:

1. except where otherwise stated, references to provisions are to provisions of the Act;
2. **Financial Services Guide** has the meaning given by section 761A;
3. **general advice** has the meaning given by subsection 766B(4);
4. **Explanatory Memorandum** means the disclosure document, which includes a prospectus, to accompany the notice of meetings of securityholders of LIG;
5. **providing entity** has the meaning given by subsection 941A(1); and
6. **responsible person** means a person required to make disclosure under the Act .

Dated this 16<sup>th</sup> day of November 2004



Signed by Kristin Holmes  
as a delegate of the Australian Securities and Investments Commission

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

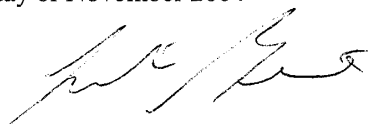
Under subsection 741(1) of the *Corporations Act 2001* ("Act") the Australian Securities and Investments Commission ("ASIC") declares that Chapter 6D applies to the person identified in Schedule A as if subparagraph 708A(6)(d)(i) were modified or varied by after "Chapter 2M" inserting the words "(other than section 319 in relation to a financial year ended in the calendar year 2004)".

**Schedule A**

AJ Lucas Group Limited ACN 060 309 104

Dated this 4<sup>th</sup> day of November 2004

Kate Metz  
as a delegate of the Australian Securities and Investments Commission



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

Pursuant to subsection 257D(4) of the Corporations Act 2001 (“Act”), the Australian Securities and Investments Commission (“ASIC”) revokes instrument [04/1391] dated 5 November 2004 and exempts the person named in Schedule A from compliance with section 257D of the Act in the case referred to in Schedule B on the conditions specified in Schedule C and for so long as those conditions are met.

**SCHEDULE A**

Ansell Limited ABN 89 004 085 330 (“Ansell”)

**SCHEDULE B**

A share buy-back scheme offered or to be offered to all holders of ordinary shares in Ansell (“Shares”) on or around 14 October 2004 (“Buy-Back Offers”) which:

1. is substantially in the terms contemplated by the draft offer document provided to ASIC on 17 September 2004; and
2. complies with the conditions in subsection 257B(2) of the Act subject to subsection 257B(3) of the Act, except:
  - (a) that Ansell does not comply with paragraph (b) of subsection 257B(2) but rather the Buy-Back Offers are made to all holders of Shares, except those described in paragraphs 2(b) and 2(c) of this Schedule, to buy back the same percentage of their Shares subject to:
    - (i) shareholders (other than shareholders who have a registered address in the United States of America) with fewer than 200 Shares (a “Small Holding”) being required to nominate all of their shares for sale to Ansell;
    - (ii) a scale back mechanism operating in the manner described in condition 2 of Schedule C;
  - (b) to the extent that compliance would require Ansell to make Buy-Back Offers at any time or in any way to any shareholder who only holds Shares acquired under or pursuant to the Pacific Dunlop Executive Share Plan, the Pacific Dunlop Employee Share Plan or the Ansell Stock Incentive Plan (collectively the “Plans”) and which remain subject to the terms and conditions of the Plans (“Plan Shares”), which, under the terms of the Buy-Back Offers, would not entitle the holder to offer to sell any Shares to Ansell;



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- (c) to the extent that compliance would require Ansell to make or dispatch Buy-Back Offers to holders of Shares who reside in, or have a registered address in foreign countries, other than those countries which the Company is aware that the laws of the country would allow such offers or the acceptance of such offers; and
- (d) that Ansell does not comply with paragraph (e) of subsection 257B(2) but rather the terms of the Buy-Back Offers are the same subject to:
  - (i) each shareholder having the ability to nominate a maximum number of Shares that they wish to sell to Ansell;
  - (ii) where a shareholder holds Plan Shares, Ansell only making a Buy-Back Offer in respect of the number of Shares they hold which are not Plan Shares;
  - (iii) each shareholder with a Small Holding (other than a shareholder who has a registered address in the United States of America) having to nominate all their Shares for sale to Ansell;
  - (iv) a scale back mechanism operating in the manner described in condition 2 of Schedule C; and
  - (v) those shareholders who hold between 200 and 400 Shares and who have accepted the Buy-Back Offer in respect of all of their Shares, be given an additional period of 2 weeks to either confirm or withdraw their acceptance of the Buy-Back Offer in the manner described in condition 3 of Schedule C.

**SCHEDULE C**

1. The terms of the Buy-Back Offers are approved by Ansell shareholders by way of an ordinary resolution at the annual general meeting to be held on or about 14 October 2004, and Ansell includes with the notice of meeting for that meeting a statement setting out all information known to it that is material to the decision how to vote on the resolution to approve the terms of the Buy-Back Offers (other than information which it would be unreasonable to require Ansell to disclose because Ansell had previously disclosed the information to its shareholders).
2. Ansell makes it a term of the Buy-Back Offers that, if at the close of offers, Ansell has received acceptances for more than \$155 million worth of shares (or such lesser number determined by Ansell pursuant to its Buy-Back Offers):
  - (a) Ansell will buy back the first 200 Shares nominated by each acceptor (other than an acceptor who has a registered address in the United States of America), including all Small Holdings; and then
  - (b) the number of each acceptor's Shares that will be bought back will be reduced by the same proportion (pro rata), being the proportion needed to ensure that no more than \$155 million worth of shares (or such lesser number determined by Ansell pursuant to its Buy-Back Offers) will be bought back.

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3. Ansell sends a separate notice to each shareholder who holds between 200 and 400 Shares and has accepted the Buy-Back Offer in respect of all of their Shares which explains the scale back mechanism (as amended) and includes a form (with a reply paid envelope) providing the shareholder with a further 2 week period from the date of the close of the Buy-Back Offer to either:
- (a) confirm that the shareholder wishes to participate in the Buy-Back; or
  - (b) enable the shareholder to withdraw their acceptance of the Buy-Back Offer,

and which indicates that if the form is not returned by the expiration of the 2 week period, the shareholder will be deemed to have confirmed their previously lodged acceptance of the Buy-Back Offer.

Dated the 19<sup>th</sup> day of November 2004.



Signed by Gadi Bloch

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) – Declaration**

Pursuant to paragraph 601QA(1)(b) of the *Corporations Act 2001* ("the Act") the Australian Securities and Investments Commission declares that Chapter 5C of the Act applies to the person referred to in the Schedule until 31 March 2005 as if section 601GA was modified or varied by:

1. in subsection (1), omitting "The" and substituting "Subject to subsections (5), (6) and (7), the";
2. in subsection (4), omitting "The" and substituting "Subject to subsections (5), (6) and (7), if";
3. adding after subsection 601GA(4):
  - "(5) The constitution does not have to make adequate provision for transaction costs associated with the acquisition of an interest in the scheme or a withdrawal from the scheme where the responsible entity discloses the basis on which those costs are calculated in each Product Disclosure Statement for interests in the scheme that is given to a person as a retail client while the constitution does not make such provision.
  - (6) The constitution does not have to make adequate provision for the consideration to acquire an interest in the scheme or the proceeds payable upon a withdrawal from the scheme to the extent that it depends on determining the value of an asset that is scheme property or the amount of a liability that may be satisfied from scheme property where the responsible entity:
    - (a) reasonably believes that the value or amount cannot be objectively ascertained at the relevant time; and
    - (b) discloses a general description of the valuation methods and policies it will apply in determining the value or amount in each Product Disclosure Statement for interests in the scheme that is given to a person as a retail client while the constitution does not make such provision.
  - (7) The constitution does not have to make adequate provision for the consideration to acquire an interest in the scheme or a withdrawal from the scheme to the extent that it depends on allocating a liability to a particular class of an interest in the scheme where the responsible entity:
    - (a) allocates that liability to a particular class of an interest in the scheme on economic grounds only; and
    - (b) discloses a general description of the basis on which the liability has been allocated in each Product Disclosure Statement for interests in the scheme that is given to a person as

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a retail client while the constitution does not make such provision.

(8) In this section:

*transaction costs* means, in relation to the acquisition of an interest in the scheme or a withdrawal request, the amount that is included in the price at which the interest is acquired or has been deducted from the amount that would otherwise be paid in meeting the request that is reasonably attributable to the expenses associated with the acquisition or disposal of scheme assets merely because the interest has been acquired or the withdrawal request is met."

#### Schedule

Equity Trustees Limited ACN 004 031 298 in its capacity as responsible entity of  
Lincoln Indicators Australian Share Fund ARSN 111 734 279.

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



Signed by Eugene Kee Loong Foo  
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) – Variation and Declaration**

Pursuant to paragraph 601QA(1)(b) of the *Corporations Act 2001* ("the Act") the Australian Securities and Investments Commission ("ASIC") hereby varies ASIC Instrument [04/1461] by omitting paragraph 3 and substituting the following paragraph:

"3. adding after subsection 601GA(4):

- "(5) The constitution does not have to make adequate provision for transaction costs associated with the acquisition of an interest in the scheme or a withdrawal from the scheme where the responsible entity discloses the basis on which those costs are calculated in each Product Disclosure Statement for interests in the scheme that is given to a person as a retail client while the constitution does not make such provision.
- (6) The constitution does not have to make adequate provision for the consideration to acquire an interest in the scheme or the proceeds payable upon a withdrawal from the scheme to the extent that it depends on determining the value of an asset that is scheme property or the amount of a liability that may be satisfied from scheme property where the responsible entity:
- (a) reasonably believes that the value or amount cannot be objectively ascertained at the relevant time; and
  - (b) discloses a general description of the valuation methods and policies it will apply in determining the value or amount in each Product Disclosure Statement for interests in the scheme that is given to a person as a retail client while the constitution does not make such provision.
- (7) The constitution does not have to make adequate provision for the consideration to acquire an interest in the scheme or a withdrawal from the scheme to the extent that it depends on allocating a liability to a particular class of an interest in the scheme where the responsible entity:
- (a) allocates that liability to a particular class of an interest in the scheme on economic grounds only; and
  - (b) discloses a general description of the basis on which the liability has been allocated in each Product Disclosure Statement for interests in the scheme that is given to a person as a retail client while the constitution does not make such provision.
- (8) The constitution does not have to make adequate provision for:
- (a) any application fee that must be paid to acquire an interest in the scheme; and
  - (b) any withdrawal fee that must be paid to make a withdrawal from the scheme;

provided that:

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- (c) the constitution states the maximum amount of application fees that will be charged to acquire an interest in the scheme and the maximum amount of withdrawal fees that will be charged to make a withdrawal from the scheme;
  - (d) each Product Disclosure Statement for interests in the scheme that is given to a person as a retail client while the constitution does not make such provision states the actual amount of application fees that must be paid to acquire an interest in the scheme and the actual amount of withdrawal fees that must be paid to make a withdrawal from the scheme;
  - (e) each Product Disclosure Statement for interests in the scheme that is given to a retail client while the constitution does not make such provision states that the responsible entity will give at least 30 days notice in writing and an opportunity to make a withdrawal from the scheme before it increases the amount of withdrawal fees that must be paid to make a withdrawal from the scheme.
- (9) In this section:

*application fee* means the fee (if any) that must be paid to the responsible entity to acquire an interest in the scheme, which is determined by the responsible entity and does not exceed 6 % of the consideration to acquire an interest in the scheme;

*transaction costs* means, in relation to the acquisition of an interest in the scheme or a withdrawal request, the amount that is included in the price at which the interest is acquired or has been deducted from the amount that would otherwise be paid in meeting the request that is reasonably attributable to the expenses associated with the acquisition or disposal of scheme assets, merely because the interest has been acquired or the withdrawal request is met.

*withdrawal fee* means the fee (if any) that must be paid to the responsible entity to make a withdrawal from the scheme, which is determined by the responsible entity and does not exceed 6 % of the proceeds payable upon a withdrawal from the scheme."

Dated this 23<sup>rd</sup> day of November 2004



Signed by Eugene Kee Loong Foo  
as a delegate of the Australian Securities and Investments Commission

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**Australian Securities and Investments Commission**  
**Corporations Act 2001— Paragraph 1020F(1)(a) — Exemption**

Pursuant to paragraph 1020F(1)(a) of the Corporations Act 2001 ("Act"), the Australian Securities and Investments Commission ("ASIC") exempts the persons referred to in Schedule A from section 1019F of the Act in the case referred to in Schedule B on the conditions referred to in Schedule C for so long as they are met.

**Schedule A**

LionOre Australia Pty Ltd ACN 076 976 906 ("**LionOre Australia**")

LionOre Mining International Ltd ARBN 105 421 341 ("**LionOre**")

Merrill Lynch Equities (Australia) Limited ACN 006 276 795 ("**Merrill Lynch**")

**Schedule B**

Where LionOre Australia invites an Eligible Shareholder to offer to sell or dispose of LionOre Shares where:

- (a) the invitation ("**Invitation**") is in writing and is included in the Supplementary Bidder's Statement; and
- (b) the sale or disposal of the LionOre Shares is made through an arrangement made by Merrill Lynch acting on behalf of the Eligible Shareholder; and
- (c) the Invitation remains open to the Eligible Shareholder until the Offer Close; and
- (d) the sale or disposal of the LionOre Shares is conducted on the Australian Stock Exchange Ltd ("**ASX**"), the Toronto Stock Exchange ("**TSX**") or the London Stock Exchange plc ("**LSE**") except where Merrill Lynch reasonably believes that it is in the best interests of the Eligible Shareholder to sell or dispose of the LionOre Shares otherwise than on ASX, TSX or LSE; and
- (e) the sale or disposal as described in paragraph (d) above occurs within 30 business days of the Offer Close.

**Schedule C**

LionOre Australia does all things necessary to ensure that:

- (a) the Invitation includes the following information:
  - (i) the closing price of LionOre Shares on ASX, TSX and LSE as at the close of trading on the last trading day before the date of the Supplementary Bidder's Statement; and
  - (ii) a description of the persons who are eligible to participate in the Share Sale Facility; and
  - (iii) a statement that the price of LionOre Shares is subject to change from time to time; and

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- (iv) a statement about how up-to-date information on the price of LionOre Shares can be obtained; and
  - (v) information about brokerage, expenses, fees, commissions and applicable government charges that may be incurred or payable by the Eligible Shareholders who accept the Invitation; and
  - (vi) information about any other significant characteristics or features of the Invitation or the Share Sale Facility or of the rights, terms, conditions and obligations attaching to accepting the Invitation, including, without limitation:
    - (A) the period during which the Invitation remains open; and
    - (B) a description of the manner in which the sale or disposal of LionOre Shares will be conducted, how LionOre Shares will be sold or disposed of, and how the sale price to be received by the Eligible Shareholder will be determined; and
    - (C) the risks associated with:
      - (I) the sale or disposal of a large volume of LionOre Shares on one or more of ASX, TSX and LSE in terms of the sale price which Eligible Shareholders who accept the invitation will receive; and
      - (II) foreign exchange risk if the LionOre Shares are sold other than in Australia; and
  - (vii) if any of the persons referred to in Schedule A makes other information relating to the Invitation or the Share Sale Facility available to Eligible Shareholders, or to persons more generally – a statement of how that information may be accessed; and
- (b) the information included in an Invitation is worded and presented in a clear, concise and effective manner; and
  - (c) if an Invitation is made up of two or more separate documents – all of the documents are given to the Eligible Shareholder at the same time.

### Interpretation

In this instrument:

**"Bidder's Statement"** means a bidder's statement (as defined in the Act) prepared by LionOre Australia and dated 27 October 2004.

**"business day"** has the meaning given to it in the Act.

**"Eligible Shareholder"** means a person who is eligible to participate in the off-market bid by LionOre Australia for all of the ordinary shares issued by MPI Mines Limited ABN 30 054 584 191 under the Bidder's Statement.

**"LionOre Shares"** means common shares in LionOre including LionOre CHESS Depository Interests.



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"**Offer Close**" means 5.00pm (EDST) on 15 December 2004 or such other later time and date as extended pursuant to the Act.

"**Share Sale Facility**" means the facility under which Eligible Shareholders may sell or dispose of LionOre Shares on ASX, TSX or LSE, or by private sale where Merrill Lynch reasonably believes that it is in the best interests of the Eligible Shareholder to sell or dispose of the LionOre Shares otherwise than on ASX, TSX or LSE.

"**Supplementary Bidder's Statement**" means a supplementary bidder's statement under section 643 of the Act prepared by LionOre Australia and dated 22 November 2004.

Dated this 22nd day of November 2004



Signed by Hock Peng Lee  
as delegate of the Australian Securities and Investments Commission



**ASIC**

Australian Securities & Investments Commission

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**Australian Securities & Investments Commission  
Corporations Act 2001 Section 915B**


**Notice of Cancellation of an Australian Financial Services Licence**

**TO:** Chapel Road Pty Ltd, ABN: 65 072 816 249 ("the Licensee")  
8 Clarendon Place, BURWOOD NSW 2134

Pursuant to section 915B(3)(d) of the **Corporations Act 2001**, the Australian Securities and Investments Commission hereby cancels Licence Number 263889 held by the Licensee with effect from the date on which this notice is given to the Licensee.

Dated this 23<sup>rd</sup> day of November 2004.

Signed

  
.....

Joyce Krashow, a delegate of the Australian Securities and Investments Commission



**ASIC**

Australian Securities & Investments Commission

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**Australian Securities & Investments Commission**  
**Corporations Act 2001 Section 915B**

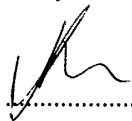
**Notice of Cancellation of an Australian Financial Services Licence**

**TO:** Australian Wool Network Pty Limited, ABN: 89 087 044 817 ("the Licensee")  
Unit 1A 66 Christina Road, VILLAWOOD NSW 2163

Pursuant to section 915B(3)(d) of the **Corporations Act 2001**, the Australian Securities and Investments Commission hereby cancels Licence Number 223189 held by the Licensee with effect from the date on which this notice is given to the Licensee.

Dated this 23<sup>rd</sup> day of November 2004.

Signed



.....

Joyce Krashow, 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) – Variation**

Pursuant to paragraph 601QA(1)(b) of the *Corporations Act 2001* ("the Act") the Australian Securities and Investments Commission hereby varies the instrument dated 23 November 2004 signed by James Grapsas modifying or varying section 601GA of the Act in respect to Equity Trustees Limited ACN 004 031 298 in its capacity as responsible entity of SGH 20 ARSN 111 734 411 by:

1. in paragraph 1 by deleting the word "and" and substituting "," and inserting after the third occurring "," "and (8)";
2. in paragraph 2 by:
  - (a) deleting the word "The" and substituting "If";
  - (b) deleting the word "and" and substituting "," and inserting after third occurring "," "and (8)";

Dated this 24<sup>th</sup> day of November 2004



Signed by James Grapsas  
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) – Declaration**

Pursuant to paragraph 601QA(1)(b) of the *Corporations Act 2001* ("the Act") the Australian Securities and Investments Commission declares that Chapter 5C of the Act applies to the person referred to in the Schedule until 31 March 2005 as if section 601GA was modified or varied by:

1. in subsection (1), omitting "The" and substituting "Subject to subsections (5), (6) and (7), the";
2. in subsection (4), omitting "The" and substituting "Subject to subsections (5), (6) and (7), if";
3. adding after subsection 601GA(4):
  - "(5) The constitution does not have to make adequate provision for transaction costs associated with the acquisition of an interest in the scheme or a withdrawal from the scheme where the responsible entity discloses the basis on which those costs are calculated in each Product Disclosure Statement for interests in the scheme that is given to a person as a retail client while the constitution does not make such provision.
  - (6) The constitution does not have to make adequate provision for the consideration to acquire an interest in the scheme or the proceeds payable upon a withdrawal from the scheme to the extent that it depends on determining the value of an asset that is scheme property or the amount of a liability that may be satisfied from scheme property where the responsible entity:
    - (a) reasonably believes that the value or amount cannot be objectively ascertained at the relevant time; and
    - (b) discloses a general description of the valuation methods and policies it will apply in determining the value or amount in each Product Disclosure Statement for interests in the scheme that is given to a person as a retail client while the constitution does not make such provision.
  - (7) The constitution does not have to make adequate provision for the consideration to acquire an interest in the scheme or a withdrawal from the scheme to the extent that it depends on allocating a liability to a particular class of an interest in the scheme where the responsible entity:
    - (a) allocates that liability to a particular class of an interest in the scheme on economic grounds only; and
    - (b) discloses a general description of the basis on which the liability has been allocated in each Product Disclosure Statement for interests in the scheme that is given to a person as

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a retail client while the constitution does not make such provision.

- (8) The constitution does not have to make adequate provision for:
- (a) any application fee that must be paid to acquire an interest in the scheme; and
  - (b) any withdrawal fee that must be paid to make a withdrawal from the scheme;

provided that:

- (c) the constitution states the maximum amount of application fees that will be charged to acquire an interest in the scheme and the maximum amount of withdrawal fees that will be charged to make a withdrawal from the scheme;
  - (d) each Product Disclosure Statement for interests in the scheme that is given to a person as a retail client while the constitution does not make such provision states the actual amount of application fees that must be paid to acquire an interest in the scheme and the actual amount of withdrawal fees that must be paid to make a withdrawal from the scheme; and
  - (e) each Product Disclosure Statement for interests in the scheme that is given to a retail client while the constitution does not make such provision states that the responsible entity will give at least 30 days notice in writing and an opportunity to make a withdrawal from the scheme before it increases the amount of withdrawal fees that must be paid to make a withdrawal from the scheme.
- (9) In this section:
- application fee** means the fee (if any) that must be paid to the responsible entity to acquire an interest in the scheme, which is determined by the responsible entity and does not exceed 6 % of the consideration to acquire an interest in the scheme;
- transaction costs** means, in relation to the acquisition of an interest in the scheme or a withdrawal request, the amount that is included in the price at which the interest is acquired or has been deducted from the amount that would otherwise be paid in meeting the request that is reasonably attributable to the expenses associated with the acquisition or disposal of scheme assets, merely because the interest has been acquired or the withdrawal request is met;
- withdrawal fee** means the fee (if any) that must be paid to the responsible entity to make a withdrawal from the scheme, which is

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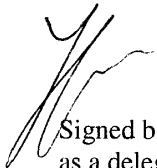
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determined by the responsible entity and does not exceed 6 % of the proceeds payable upon a withdrawal from the scheme.”

**Schedule**

Equity Trustees Limited ACN 004 031 298 in its capacity as responsible entity of  
SGH 20 ARSN 111 734 411.

Dated this 23<sup>rd</sup> day of November 2004



Signed by James Grapsas  
as a delegate of the Australian Securities and Investments Commission

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**Australian Securities and Investments Commission  
Corporations Act 2001 - Subsection 655A(1) - Exemption**

Pursuant to subsection 655A(1) of the *Corporations Act 2001* ("the Act") the Australian Securities and Investments Commission ("ASIC") hereby exempts the person specified in Schedule A from subsection 606(1) of the Act in the case specified in Schedule B on the condition specified in Schedule C and for so long as that condition is met.

**Schedule A**

Lasseters International Holdings Limited (a company incorporated in Singapore, Registration Number 200402223M) ("LIH").

**Schedule B**

The acquisition of a relevant interest in issued shares in Lasseters Corporation Limited ACN 083 201 923 ("LCL") occurring solely as a result of the restructure of a group of bodies corporate, including Lasseters Interactive Gaming Pte Ltd ("LIG"), LIH and LCL, substantially in the manner described to ASIC by letter dated 14 September 2004 occurring on or about the date of this instrument.

**Schedule C**

A Relevant Person or an associate of a Relevant Person (other than LIG or LIH) must not enter into any transaction or relevant agreement as a result of which that person would acquire a relevant interest in shares in LCL unless otherwise allowed by ASIC.

**Interpretation**

For the purposes of this instrument:

1. A reference to an 'associate' is a reference to an associate in relation to LIH or LCL.



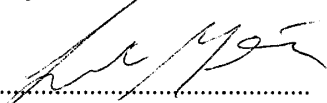
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04 / 1470

2. 'Relevant Person' means each of the shareholders of LIG immediately before the restructure referred to in Schedule B being Dato' Jaya Tan, Kamal Y P Tan and Tajuddin J H Tan.

Dated this 25th day of November 2004

Signed by:



.....  
Kate Metz, 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 the ASIC instrument [01/0375] dated 30 March 2001, by deleting "30 June 2005" and substituting "30 June 2010", and deleting "30 June 2004" and substituting "30 June 2009".

The instrument commences on 1 July 2005.

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



Signed by Kristin Holmes  
as a delegate of the Australian Securities and Investment Commission

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

Pursuant to paragraph 601QA(1)(b) the Australian Securities and Investments Commission declares that Chapter 5C of the *Corporations Act 2001* applies to the person referred to in the Schedule until 31 March 2005 as if section 601GA was modified or varied by:

1. in subsection (1), omitting "The" and substituting "Subject to subsections (5) and (6), the";
2. adding after subsection 601GA(4):

"(5) The constitution does not have to make adequate provision for any application fee that must be paid to acquire an interest in the scheme provided that:

- (a) the constitution states the maximum amount of application fees that will be charged to acquire an interest in the scheme;
- (b) each Product Disclosure Statement for interests in the scheme that is given to a person as a retail client while the constitution does not make such provision states the actual amount of application fees that must be paid to acquire an interest in the scheme; and
- (c) where a Product Disclosure Statement is not required to be given, each information memorandum for interests in the scheme that is given to a person while the constitution does not make such provision states the actual amount of application fees that must be paid to acquire an interest in the scheme.

(6) In this section:

*application fee* means the fee (if any) that must be paid to the responsible entity to acquire an interest in the scheme, which is determined by the responsible entity and does not exceed 5% of the consideration to acquire an interest in the scheme;

*information memorandum* means a document provided to wholesale clients, as defined in section 761G, in connection with the offer to issue, offer to arrange for the issue or the issue of interests in the scheme."

**Schedule**

Ausbil Dexia Limited ACN 076 316 473 in its capacity as responsible entity of The Dexia Sustainable Global Equity Fund ARSN 111 733 898.

Dated this 23<sup>rd</sup> day of November 2004



Signed by Grant Moodie

as a delegate of the Australian Securities and Investments Commission

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**Australian Securities and Investments Commission**  
***Corporations Act 2001 — Paragraphs 601QA(1)(a), 741(1)(a), 911A(2)(l),***  
**992B(1)(a) and 1020F(1)(a) — Exemption**

Disclosure Relief

1. Under paragraphs 741(1)(a) and 1020F(1)(a) the *Corporations Act 2001* (the “Act”) the Australian Securities and Investments Commission (“ASIC”) exempts the person referred to in Schedule A from Parts 6D.2 and 6D.3 (except section 736) and 7.9 of the Act in the case specified in Schedule B where the person:
  - a) makes an eligible offer;
  - b) offers to arrange for the issue of financial products under an eligible offer;
  - c) issues a financial product under an eligible offer,that does not involve a contribution plan, on the conditions set out in Schedule C and for so long as the conditions are met; and
2. a person (other than a person covered by paragraph 1) from Part 7.9 of the Act where the person makes a recommendation to acquire financial products under an eligible offer that does not involve a contribution plan, except where the person is aware, or ought reasonably to be aware, that any of the conditions set out in Schedule C have not been met.

Licensing and Hawking Relief

3. Under paragraph 911A(2)(l) of the Act, ASIC exempts the persons referred to in Schedule A (other than because the person made a recommendation to acquire financial products) from the requirement to hold an Australian financial services licence for the provision of the following financial services in connection with an eligible offer in the case specified in Schedule B on the conditions set out in Schedule C and for so long as the conditions are met.
  - a) the provision of general advice reasonably given in connection with an offer covered by the exemption in this paragraph of this instrument (including any general advice given in the offer document) where the offer document for the eligible offer includes a statement to the effect that any advice given by the person in connection with the offer is general advice only, and that employees should consider obtaining their own financial product advice from an independent person who is licensed by ASIC to give such advice;
  - b) the provision of a custodial or depository service in connection with an eligible offer where the provider of the service performs their duties in good faith and has sufficient resources to perform those duties;
  - c) dealing in a financial product in the course of providing a custodial or depository service covered by paragraph 3(b) of this instrument; and
  - d) dealing in a financial product in connection with an offer covered by the exemption where the issue of the product, any acquisition by purchase or disposal of the product, arranging for the issue of or acquisition or disposal

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of the product by the issuer or a Thales Australia Company occurs either:

- (i) through a person who holds an Australian financial services licence authorising the holder to deal in those financial products; or
  - (ii) outside this jurisdiction and through a person who is licensed or otherwise authorised to deal in those financial products in the relevant place.
4. Under paragraphs 741(1)(a) and 992B(1)(a) of the Act, ASIC exempts the persons referred to in Schedule A from sections 736, 992A and 992AA of the Act in the case specified in Schedule B in relation to an eligible offer of made in the course of, or because of, unsolicited meetings or telephone calls reasonably held or made in connection with the eligible offer on the conditions set out in Schedule C and for so long as the conditions are met.

#### Managed Investments Relief

5. Under paragraph 601QA(1)(a) of the Act, ASIC exempts the persons referred to in Schedule A from Chapter 5C of the Act in the case specified in Schedule B in connection with the offers to issue, offers to arrange for the issue or the issue of a financial product under an eligible offer.

#### **Schedule A**

- a) Thales SA (the " issuer")
- b) ADI Limited ACN 008 642 751;
- c) Thales ATM Pty Ltd (ACN 079 082 170);
- d) Thales Training & Simulation Pty Ltd (ACN 059 677 968);
- e) Thales Underwater Systems Pty Ltd (ACN 073 076 212);
- f) the manager from time to time of the FCPE (presently Credit Agricole Asset Management) and the custodian from time to time of the FCPE (presently Credit Lyonnais);
- g) any associated body corporate of the issuer; and
- h) any person acting for or on behalf of the issuer, a Thales Australia Company, the Manager or the Custodian,

#### **Schedule B**

The exemption applies where:

- a) The eligible offer is made in 2004 to subscribe for an interest in fully paid shares in the issuer to be held by the FCPE established in accordance with the Group Savings Scheme dated 19 June 1998 as amended from time to time by the Rules;

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- b) The shares in the issuer must be in the same class as shares which have been quoted on the Euronext Paris SA throughout the 12 month period immediately preceding the offer, without suspension during that period exceeding in total 2 trading days; and
- c) The eligible offer must meet the requirements of Schedule C

### Schedule C

The following conditions apply:

1. the eligible offer must be substantially on the terms set out in the letter from Freehills to ASIC dated 20 October 2004.
2. the person making the offer must:
  - a) include that offer in an offer document; and
  - b) take reasonable steps to ensure that any eligible employee to whom the offer is made is given a copy of the offer document; and
  - c) provide to ASIC a copy of the offer document (which need not contain details of the offer particular to the employee such as the identity or entitlement of the employee) and of each accompanying document not later than 7 days after the first provision of that material to an employee; and
3. the issuer must comply (or in the case that the issuer does not have a registered office in the jurisdiction cause ADI Limited which does have a registered office to comply) with any undertaking required to be made in the offer document by reason of this instrument;
4. the issuer must take reasonable steps to ensure that the number of shares that comprise the interests the subject of the offer or to be received on exercise of an option when aggregated with:
  - a) the number of shares in the same class which would be issued were each outstanding offer with respect to shares, units of shares and options to acquire unissued shares, under an employee share scheme to be accepted or exercised; and
  - b) the number of shares in the same class issued during the previous 5 years pursuant to the employee share scheme or any other employee share scheme extended only to eligible employees of the issuer;but disregarding any offer made, or option acquired or share issued by way of or as a result of:
  - c) an offer to a person situated at the time of receipt of the offer outside this jurisdiction; or

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- d) an offer that was an excluded offer or invitation within the meaning of the Corporations Law as in force before the commencement of Schedule 1 to the *Corporate Law Economic Reform Program Act 1999*; or
- e) an offer that did not need disclosure to investors because of section 708; or
- f) an offer that did not require the giving of a Product Disclosure Statement because of section 1012D; or
- g) an offer made under a disclosure document or Product Disclosure Statement,

must not exceed 5% of the total number of issued shares in that class of the issuer as at the time of the offer;

5. the offer document must state prominently that the eligible offer is an offer for participation in a foreign scheme that is subject to the regulation of the French Autorité des Marchés Financiers (the "Relevant Agency") and to the law of France and must describe the legal and practical effect (if any) this may have on the rights and ability of an offeree to make any claim or enforce any right arising out of or in connection with the eligible offer;
6. the Rules must contain provisions to the effect that the books of account maintained in respect of the activities of the FCPE must be audited annually;
7. the Manager and/or the Custodian may only levy any fees or charges for operating and administering the FCPE which are payable by the employees to a maximum amount provided for in the Rules and such fees must be fully disclosed in the offer document;
8. ADI Limited must make the statements of assets, balance sheets and statements of income (together with the related notes) and the auditors' reports delivered to them under the Rules available for inspection by offerees at a registered office or principal place of business in Australia during normal business hours or such other time as is agreed with an offeree;
9. upon ADI Limited receiving notices relating to the buy-back/redemption of units as provided for in the Rules or otherwise under the eligible offer, it must forward these to the Manager without delay;
10. on behalf of the issuer and the Manager, ADI Limited must accept notices, correspondence and service of process at a registered office or principal place of business in Australia;
11. ADI Limited must notify ASIC within 7 days if the buy-back arrangements/redemption facilities of the FCPE are suspended or terminated or if listing of the shares of the issuer on any foreign securities exchange is suspended;
12. ADI Limited must make available for public inspection at a registered office or principal place of business in Australia and provide to offerees copies of the

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constituent documents of the eligible offer and meet all reasonable requests for information;

13. the issuer, through ADI Limited, must maintain in Australia and make available to ASIC, upon request, records relating to the issue or sale of and the buy-back/redemption of units in the FCPE to or from Australian residents;
14. the FCPE must at all times be approved or authorised or registered by the Relevant Agency and the Group Saving Plan must at all times be authorised under the law of France;
15. there must at all times be a custodian of the FCPE assets and the Custodian must have been approved by the Relevant Agency and that approval must not have been revoked;
16. within 14 days of the date of this instrument, ASIC must be provided with:
  - (a) certified copies of the Rules;
  - (b) a certified copy of any written approval or authorisation issued by the Relevant Agency in relation to the eligible offer; and
  - (c) if any document is not in English, a certified translation of that document into English;
17. ADI Limited must keep at a registered office or principal place of business in this jurisdiction, a register of its employees who participate in the eligible offer and enter in the register:
  - (a) the names and addresses of each employee;
  - (b) the extent of the holding of each employee;
  - (c) the date at which the name of each employee was entered in the register; and
  - (d) the date at which any employee's interest ceased.
18. except as may be required by French law, the Rules must not be modified or varied in any material respect that would adversely affect the rights and interests of participants in the eligible offer unless ASIC notifies ADI Limited in writing that it does not object to the modification or variation;
19. the Manager and the Custodian must comply with the provisions of the Rules; and
20. the eligible offer must at all times comply with the Law of France.



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**Interpretation****0 4 / 1 4 7 3**

In this instrument:

1. except where otherwise stated, references to provisions are to provisions of the Act;
2. an employee share scheme shall not be regarded as extended to a person other than an eligible employee only because such an employee may renounce an offer of financial products made to them under the scheme in favour of their nominee;
3. **ADI Limited** means ADI Limited (ACN 008 642 751), a company registered in Australia;
4. **approved foreign market** means:
  - (a) American Stock Exchange, Deutsche Borse, Euronext Amsterdam, Euronext Paris, Italian Exchange, Kuala Lumpur Stock Exchange (Main and Second Boards), London Stock Exchange, New York Stock Exchange, New Zealand Stock Exchange, Singapore Exchange, Stock Exchange of Hong Kong, Swiss Exchange, Tokyo Stock Exchange or Toronto Stock Exchange, provided that:
    - (i) unless otherwise expressly stated, if any such market involves more than 1 board, only the main board is an approved foreign market; and
    - (ii) such a market is not to be taken not to be an approved foreign market at a particular time only because it was known by another name at that time; or
  - (b) NASDAQ National Market;
5. **associated body corporate** of an issuer means:
  - (a) a body corporate that is a related body corporate of the issuer; or
  - (b) a body corporate that has voting power in the issuer of not less than 20%; or
  - (c) a body corporate in which the issuer has voting power of not less than 20%;
6. **Australian dollar equivalent** in relation to a price, means a price calculated by reference to the relevant exchange rate published by an Australian bank no earlier than the business day before the day to which the price relates;
7. **contribution plan** means a plan under which a participating eligible employee may save money by regular deductions from wages or salary (including through salary sacrifice arrangements) towards paying for units offered for issue or sale under an employee share scheme where the terms and conditions of the contribution plan include terms and conditions to the effect that:

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- (a) all deductions from wages or salary made in connection with participation in the contribution plan must be authorised by the employee on the same form of application that is used in respect of the offer, or on a form that is included in or accompanies the offer document;
  - (b) before transferring contributions to acquire units, any contributions made by an employee as part of the contribution plan must be held by the issuer in trust for the employee in an account of an Australian ADI which is established and kept by the issuer only for the purpose of depositing contribution moneys and other money paid by employees for the units on offer under the employee share scheme; and
  - (c) the employee may elect to discontinue their participation in the contribution plan at any time and as soon as practicable after that election is made all money deposited with the Australian ADI in relation to that employee, including any accumulated interest, must be repaid to that employee;
8. **current market price** means in relation to a share, the price published by the operator of the principal financial market on which the share is quoted as the final price for the previous day on which the share was traded on that financial market;
9. **eligible employee** means, in relation to an issuer, a person who is at the time of an offer under an employee share scheme, a full or part-time employee or director of the issuer or an associated body corporate;
10. **eligible offer** means an offer to subscribe for or purchase interests in fully-paid shares in the issuer where:
- (a) the shares are in the same class as shares which have been quoted on the financial market operated by Australian Stock Exchange Limited or an approved foreign market throughout the 12 month period immediately before the offer without suspension for more than a total of 2 trading days during that period;
  - (b) the offer is made under an employee share scheme extended in this jurisdiction only to eligible employees;
  - (c) the shares are to be held by an FCPE; and
  - (d) units in the FCPE are issued to the subscriber;
11. **FCPE** means FCPE Actionnariat Salarié Thales governed by the Rules;
12. **financial product advice** has the meaning given by section 766B of the Act;
13. **general advice** has the meaning given by section 766B of the Act;
14. **Group Savings Plan** means the saving plan (Group Savings Scheme) for employees of non-French companies of the Thales Group dated 19 June 1998 as amended from time to time;
15. **issuer** means Thales SA, a company registered in France;

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16. **nominal consideration** means consideration of not more than 1 cent per option;
17. **offer** has a meaning affected by sections 700, 702 and 1010C of the Act;
18. **offer document** means a document setting out an offer under an employee share scheme that:
  - (a) includes or is accompanied by a copy, or a summary, of the Rules under which the offer is made; and
  - (b) if a summary (rather than a copy) of the Rules is given — includes an undertaking that during the period (the “offer period”) during which an eligible employee may acquire the financial products offered or exercise options acquired under the scheme, the issuer (or, in the case of an issuer which does not have a registered office in this jurisdiction, ADI Limited which does so have a registered office) will, within a reasonable period of the employee so requesting, provide the employee without charge with a copy of the Rules; and
  - (c) specifies in respect of the shares:
    - (i) the acquisition price in Australian dollars;
    - (ii) where the acquisition price is specified in a foreign currency, the Australian dollar equivalent of that price at the date of the offer; or
    - (iii) where the acquisition price is to be worked out in the future under a formula, the Australian dollar or Australian dollar equivalent of that price were that formula applied at the date of the offer; and
  - (d) includes an undertaking, and an explanation of the way in which, the issuer (or in the case that the issuer does not have a registered office in this jurisdiction, ADI Limited which does so have a registered office) will, during the offer period, within a reasonable period of the employee requesting, make available to the employee the current market price (or, where that price is denominated in a foreign currency, the Australian dollar equivalent of that price) of shares in the same class as those offered; and
  - (f) discloses the conditions, obligations and risks associated with any loan or financial assistance offered by the issuer or a Thales Australia Company for the purpose of acquiring financial products under the scheme;
19. **Rules** means the rules of the Group Savings Plan and the rules of the FCPE dated 13 September 2002 as amended from time;
20. **Thales Australia Company** means ADI Limited ACN 008 642 751 and Thales ATM Pty Ltd (ACN 079 082 170), Thales Training & Simulation Pty Ltd (ACN 059 677 968) and Thales Underwater Systems Pty Ltd (ACN 073 076 212);
21. **unit** in relation to a share means a legal or equitable right or interest in the share.

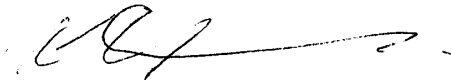
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**Commencement**

This instrument takes effect on gazettal.

Dated this 24<sup>th</sup> day of November 2004



Signed by Kristin Holmes  
as a delegate of the Australian Securities and Investments Commission

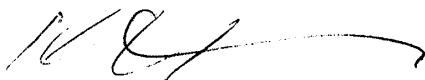
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Australian Securities and Investments Commission  
Corporations Act 2001 – Paragraph 601QA(1)(b) –  
Corporations Law – Subsections 1084(6) and 1454(2) – Variation

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 the ASIC instrument [01/0376] dated 30 March 2001, by deleting "30 June 2005" and substituting "30 June 2010", and deleting "30 June 2004" and substituting "30 June 2009".

The instrument commences on 1 July 2005.

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



Signed by Kristin Holmes  
as a delegate of the Australian Securities and Investment Commission



**ASIC**

Australian Securities & Investments Commission

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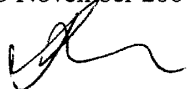
**Australian Securities & Investments Commission  
Corporations Act 2001 Section 915B**

**Notice of Cancellation of an Australian Financial Services Licence**

**TO:** Feltum Pty Ltd, ABN: 80 073 541 634 ("the Licensee")  
Suite 1503, L15, 33 Bligh Street, Sydney NSW 2000

Pursuant to section 915B(3)(d) of the **Corporations Act 2001** ("the Act"), the Australian Securities and Investments Commission hereby cancels Licence Number 232606 held by the Licensee with effect from 25 November 2004 being the date on which this notice is given to the Licensee.

Dated this 25 November 2004.

Signed  .....

Joyce Krashow, a delegate of the Australian Securities and Investments Commission



**ASIC**

Australian Securities & Investments Commission

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**Australian Securities & Investments Commission  
Corporations Act 2001 Section 915B**

**Notice of Cancellation of an Australian Financial Services Licence**

**TO:** David Alan Stern, ABN: 53 381 876 377 ("the Licensee")  
7 Lawson Street, Paddington NSW 2021

Pursuant to section 915B(3)(d) of the **Corporations Act 2001** ("the Act"), the Australian Securities and Investments Commission hereby cancels Licence Number 253160 held by the Licensee with effect from 25 November 2004 being the date on which this notice is given to the Licensee.

Dated this 25 November 2004.

Signed .....

Joyce Krashow, a delegate of the Australian Securities and Investments Commission



**ASIC**

Australian Securities & Investments Commission

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**Australian Securities & Investments Commission  
Corporations Act 2001 Section 915B**

**Notice of Cancellation of an Australian Financial Services Licence**

**TO:** Austcover Insurance Brokers Pty Ltd, ACN: 085 394 323("the Licensee")  
L 6, 65 Walker Street, North Sydney NSW 2060

Pursuant to section 915B(3)(d) of the **Corporations Act 2001**, the Australian Securities and Investments Commission hereby cancels Licence Number 241801 held by the Licensee with effect from the date on which this notice is given to the Licensee.

Dated this 23rd day of November 2004.

Signed

.....

Joyce Krashow, a delegate of the Australian Securities and Investments Commission





ASIC

Australian Securities & Investments Commission

04 / 1478

**Australian Securities & Investments Commission**  
**Corporations Act 2001 Section 915B**

**Notice of Cancellation of an Australian Financial Services Licence**

**TO:** AustChoice Systems Limited, ACN: 100 914 565 ("the Licensee")  
L 10, 30 Collins Street, Melbourne VIC 3000

Pursuant to section 915B(3)(d) of the **Corporations Act 2001**, the Australian Securities and Investments Commission hereby cancels Licence Number 223329 held by the Licensee with effect from the date on which this notice is given to the Licensee.

Dated this 23rd day of November 2004.

Signed .....

Joyce Krashow, a delegate of the Australian Securities and Investments Commission

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

Pursuant to subsection 257D(4) of the Corporations Act 2001 (“Act”), the Australian Securities and Investments Commission (“ASIC”) revokes instrument [04/1457] dated 19 November 2004 and exempts the person named in Schedule A from compliance with section 257D of the Act in the case referred to in Schedule B on the conditions specified in Schedule C and for so long as those conditions are met.

**SCHEDULE A**

Ansell Limited ABN 89 004 085 330 (“Ansell”)

**SCHEDULE B**

A share buy-back scheme offered or to be offered to all holders of ordinary shares in Ansell (“Shares”) on or around 14 October 2004 (“Buy-Back Offers”) which:

1. is substantially in the terms contemplated by the draft offer document provided to ASIC on 17 September 2004; and
2. complies with the conditions in subsection 257B(2) of the Act subject to subsection 257B(3) of the Act, except:
  - (a) that Ansell does not comply with paragraph (b) of subsection 257B(2) but rather the Buy-Back Offers are made to all holders of Shares, except those described in paragraphs 2(b) and 2(c) of this Schedule, to buy back the same percentage of their Shares subject to:
    - (i) shareholders (other than shareholders who have a registered address in the United States of America) with fewer than 200 Shares (a “Small Holding”) being required to nominate all of their shares for sale to Ansell;
    - (ii) a scale back mechanism operating in the manner described in condition 2 of Schedule C;
  - (b) to the extent that compliance would require Ansell to make Buy-Back Offers at any time or in any way to any shareholder who only holds Shares acquired under or pursuant to the Pacific Dunlop Executive Share Plan, the Pacific Dunlop Employee Share Plan or the Ansell Stock Incentive Plan (collectively the “Plans”) and which remain subject to the terms and conditions of the Plans (“Plan Shares”), which, under the terms of the Buy-Back Offers, would not entitle the holder to offer to sell any Shares to Ansell;

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- (c) to the extent that compliance would require Ansell to make or dispatch Buy-Back Offers to holders of Shares who reside in, or have a registered address in foreign countries, other than those countries which the Company is aware that the laws of the country would allow such offers or the acceptance of such offers; and
- (d) that Ansell does not comply with paragraph (e) of subsection 257B(2) but rather the terms of the Buy-Back Offers are the same subject to:
  - (i) each shareholder having the ability to nominate a maximum number of Shares that they wish to sell to Ansell;
  - (ii) where a shareholder holds Plan Shares, Ansell only making a Buy-Back Offer in respect of the number of Shares they hold which are not Plan Shares;
  - (iii) each shareholder with a Small Holding (other than a shareholder who has a registered address in the United States of America) having to nominate all their Shares for sale to Ansell; and
  - (iv) a scale back mechanism operating in the manner described in condition 2 of Schedule C.

#### SCHEDULE C

1. The terms of the Buy-Back Offers are approved by Ansell shareholders by way of an ordinary resolution at the annual general meeting to be held on or about 14 October 2004, and Ansell includes with the notice of meeting for that meeting a statement setting out all information known to it that is material to the decision how to vote on the resolution to approve the terms of the Buy-Back Offers (other than information which it would be unreasonable to require Ansell to disclose because Ansell had previously disclosed the information to its shareholders).
2. Ansell makes it a term of the Buy-Back Offers that, if at the close of offers, Ansell has received acceptances for more than \$155 million worth of shares (or such lesser number determined by Ansell pursuant to its Buy-Back Offers):
  - (a) Ansell will buy back the first 200 Shares nominated by each acceptor (other than an acceptor who has a registered address in the United States of America), including all Small Holdings; and then
  - (b) the number of each acceptor's Shares that will be bought back will be reduced by the same proportion (pro rata), being the proportion needed to ensure that no more than \$155 million worth of shares (or such lesser number determined by Ansell pursuant to its Buy-Back Offers) will be bought back.
3. The Buy-Back Offers are open for acceptance until at least 10 December 2004.
4. Ansell sends a separate notice to each shareholder who holds between 200 and 400 Shares and has accepted the Buy-Back Offer in respect of all of their Shares, by express post and as soon as practicable after receipt of the acceptance, which:
  - (a) explains the scale back mechanism (as amended) and identifies the closing date of the Buy-Back Offers and a fax number to which the form

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referred to in paragraph (b) below may be sent in order to withdraw or amend a previous acceptance of the Buy-Back Offer; and

- (b) encloses a form and a reply paid envelope which may be used for the purpose of withdrawing or amending an acceptance of the Buy-Back Offer.

Dated the 25<sup>th</sup> day of November 2004.



Signed by Gadi Bloch

as a delegate of the Australian Securities and Investments Commission

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**Australian Securities and Investments Commission**  
**Corporations Act 2001 — Paragraphs 911A(2)(l) and 1020F(1)(a) — Exemption**

Under paragraphs 911A(2)(l) and 1020F(1)(a) of the *Corporations Act 2001* (the Act), the Australian Securities and Investments Commission (ASIC) exempts, until 30 June 2005, CreditLink Services Limited ACN 087 822 464 (CreditLink) in the case referred to in Schedule A on the conditions referred to in Schedule B from:

- (a) the requirement to hold an Australian financial services licence for the provision of financial services where:
  - (i) the services consist of dealing in a financial product or providing financial product advice; and
  - (ii) the services are only provided in relation to a facility through which, or through the acquisition of which, a person makes non-cash payments or a deposit product that is related to such a facility (the Facilities); and
- (b) Part 7.9 of the Act in relation to the Facilities.

**Schedule A**

In either or both of the following circumstances:

- (a) where all of the following are satisfied:
  - (i) CreditLink provides the financial services described above to E Com Industries Pty Limited ACN 085 449 529 (E Com); and
  - (ii) E Com carries on a business of providing financial services using CreditLink's financial services to issue facilities through which, or through the acquisition of which, a person makes non-cash payments; and
  - (iii) the financial services provided by E Com are covered by an exemption specified by ASIC under paragraph 911A(2)(l) of the Act; or
- (b) where all of the following are satisfied:
  - (i) CreditLink provides the financial services described above to an ATM Deployer;
  - (ii) each ATM Deployer carries on a business involving:
    - (A) entering into arrangements with another person (the Merchant) under which the Merchant acquires or leases an automatic teller machine (ATM);
    - (B) entering into arrangements with CreditLink under which CreditLink discharges the obligations arising from the

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withdrawal of cash from the ATM in accordance with the CECS Regulations;

- (iii) the ATM and any services provided by CreditLink and each ATM Deployer in relation to the ATM are certified under or otherwise satisfy the requirements of the CECS Regulations;
- (iv) CreditLink is satisfied on reasonable grounds that each ATM Deployer has previous experience in relation to facilities through which, or through the acquisition of which, a person makes non-cash payments that allows the ATM Deployer to assess:
  - (A) the significant benefits, risks and features of non-cash payment products;
  - (B) their own information needs;
  - (C) the adequacy of the information being given by CreditLink;
- (v) CreditLink gives each ATM Deployer a written statement of CreditLink's reasons for being satisfied of those matters; and
- (vi) each ATM Deployer signs a written acknowledgement that it consents to being treated as if it were a wholesale client for the purposes of the Act.

#### Schedule B

CreditLink must:

- (a) as soon as a reasonably practicable inform E Com and each ATM Deployer in writing that, while CreditLink continues to provide the financial services described above to those persons, they will not be treated as retail clients for the purposes of the financial services licensing and product disclosure provisions of the Act and of the implications of not being treated as retail clients; and
- (b) provide any information in writing as and when requested by ASIC in relation to the operation of the Facility and any other financial service, within 20 business days of any such request.

#### Interpretation

For the purposes of this instrument:

1. **ATM Deployer** means Countrywide ATMS Pty Ltd ABN 61 094 902 011, ATM National Pty Ltd ACN 104 628 060 as Trustee for the Wells Family Trust and Andrew John Mooney and Neroli Kim Mooney trading as S.T.B. Technologies;
2. **CECS Regulations** means the regulations, as from time to time amended, described as "Regulations for Consumer Electronic Clearing System (CS3)" and

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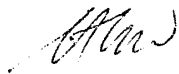
published by Australian Payments Clearing Associated Limited ACN 055 136 519;

3. *dealing* has the meaning given by subsection 766C of the Act;
4. *deposit product* has the meaning given by 761A of the Act;
5. *financial product advice* has the meaning given by section 766B(1) of the Act;
6. *financial service* has the meaning given by section 761A of the Act;
7. *makes non-cash payments* has the meaning given by section 763D of the Act;
8. *retail client* has the meaning given by section 761G of the Act; and
9. *wholesale client* has the meaning given by section 761G of the Act.

#### Commencement

This instrument takes effect on gazettal.

Dated 25 November 2004.



Signed by Hock Peng Lee  
as 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.

**ARIEL MANAGEMENT PTY.** ACN 009 823 778 will change to a proprietary company limited by shares. The new name will be ARIEL MANAGEMENT PTY LTD ACN 009 823 778.

**GINDALBIE GOLD N.L.** ACN 060 857 614 will change to a public company limited by shares. The new name will be GINDALBIE METALS LTD ACN 060 857 614.

**MAXX RESEARCH LIMITED** ACN 078 342 275 will change to a proprietary company limited by shares. The new name will be MAXX RESEARCH PTY LIMITED ACN 078 342 275.

**OZ PLATINUM EQUITIES LTD** ACN 106 771 680 will change to a proprietary company limited by shares. The new name will be OZ PLATINUM EQUITIES PTY LTD ACN 106 771 680.

**QED OCCTECH SERVICES LTD** ACN 009 200 211 will change to a proprietary company limited by shares. The new name will be QED OCCTECH SERVICES PTY LTD ACN 009 200 211.

**GSPAN PTY LIMITED** ACN 110 930 320 will change to a public company limited by shares. The new name will be GSPAN LIMITED ACN 110 930 320.

**PACIFIC TURBINE BRISBANE PTY LTD** ACN 098 390 991 will change to a public company limited by shares. The new name will be PACIFIC TURBINE BRISBANE LIMITED ACN 098 390 991.

**SORUE PTY LIMITED** ACN 110 930 357 will change to a public company limited by shares. The new name will be SORUE LIMITED ACN 110 930 357.

**TITAN RESOURCES N.L.** ACN 007 247 154 will change to a public company limited by shares. The new name will be TITAN RESOURCES LIMITED ACN 007 247 154.

**BAC HOLDINGS PTY LIMITED** ACN 108 568 038 will change to a public company limited by shares. The new name will be BAC HOLDINGS LIMITED ACN 108 568 038.

**IMPERIAL RESOURCES LIMITED** ACN 089 702 401 will change to a proprietary company limited by shares. The new name will be IMPERIAL RESOURCES PTY LTD ACN 089 702 401.

**NATIONAL 1 LIMITED** ACN 088 164 872 will change to a proprietary company limited by shares. The new name will be NATIONAL 1 PTY LTD ACN 088 164 872.

**PERTH GLORY SOCCER CLUB PTY LTD** ACN 054 175 996 will change to a public company limited by shares. The new name will be PERTH GLORY SOCCER CLUB LTD ACN 054 175 996.

**IRON MOUNTAIN LIMITED** ACN 082 874 039 will change to a proprietary company limited by shares. The new name will be IRON MOUNTAIN PTY LIMITED ACN 082 874 039.

**PENSE PTY LIMITED** ACN 110 930 348 will change to a public company limited by shares. The new name will be PENSE LIMITED ACN 110 930 348.

**TERRITORY IRON PTY LTD** ACN 100 552 118 will change to a public company limited by shares. The new name will be TERRITORY IRON LIMITED ACN 100 552 118.



CORPORATIONS ACT 2001  
Subsection 601AB(3)

Notice is hereby given that the companies mentioned below will be deregistered when 2 months have passed since the publication of this notice.

Dated this twenty-ninth day of November 2004

Jeremy McNeice  
DELEGATE OF THE AUSTRALIAN SECURITIES AND INVESTMENTS COMMISSION

Name of Company	ACN
ACTBOWL PTY. LIMITED	080 261 098
ALL ENGINEERING SERVICES PTY. LIMITED	004 720 692
ARAKELLI PTY. LIMITED	077 969 165
ASSOCIATED SAVINGS PTY. LTD.	007 966 430
AUSTRALIAN SECURITY GLAZING PTY LIMITED	050 056 918
B.J. TONKIN & SON BUILDERS PTY. LTD.	005 450 680
BRANDINA PTY. LIMITED	071 128 571
CAFE BLU POLE PTY LTD	093 030 918
CHRC PTY LTD	007 721 039
COLONNADE HOLDINGS (NSW) PTY LTD	097 943 336
D & J HARRISON TRANSPORT PTY. LTD.	074 122 777
DOCKER AUSTRALIA PTY. LTD.	054 599 487
DONCASTER SURGICENTRE PTY. LTD.	057 295 164
DUNGOG BULK HAULAGE PTY. LTD.	001 792 909
EMGEM PTY LTD	100 878 644
EVERLAST BUILDING & CARPENTRY PTY. LTD.	093 057 071
FREIGHT MATE TRANSPORT PTY. LIMITED	101 771 439
G.H. SHIN TOH (AUSTRALIA) PTY. LIMITED	005 772 761
G.H. SHINTOH SHOHIN PTY. LIMITED	005 962 621
GEM MINING QLD PTY. LTD.	100 657 609
GKR INVESTMENTS PTY. LIMITED	096 189 221
GLENWOOD BELLA VISTA REALTY PTY LIMITED	090 124 815
GORDON WIGHTMAN & SONS PTY. LTD.	006 851 403
GRIDTEK INTERIORS PTY LTD	098 560 591
GRV INVESTMENTS PTY LTD	084 625 187

Name of Company	ACN
G7 PTY LTD	079 155 712
J B HARLINGTON PTY. LIMITED	081 588 794
JDP ENTERPRISES PTY LTD	084 808 391
JONES INTERSTATE TRANSPORT PTY LTD	086 419 141
KHOURY & JAMHOUR PTY LIMITED	076 410 654
KOMAIWAI PTY LTD	093 433 151
LAMRAM PTY. LTD.	091 706 991
LAWFORD CORPORATION PTY. LTD.	061 133 926
LOFRA PTY. LIMITED	009 632 722
LOZA HOMES PTY LTD	066 132 205
MCCORMICK CIVIL CONSTRUCTIONS PTY. LTD.	009 518 987
MCFARLANE'S JOINERY PTY LTD	061 051 394
MOLLICA-CALVI HOMES PTY. LTD.	006 502 898
NEWLINE FORMWORK PTY. LTD.	099 913 774
NSW ABORIGINAL PRISONERS AND FAMILY SUPPORT LTD	090 686 543
ORGINO PTY. LTD.	092 425 593
PROGLAZING PTY LIMITED	093 550 335
R.O.S. ENTERPRISES PTY LIMITED	001 543 102
RIGBY'S MANAGEMENT SERVICES PTY. LIMITED	096 192 700
RINIC PLASTERS PTY. LTD.	077 691 395
RULE SECURITY PTY LTD	091 633 046
SCHLOTZSKY'S AUSTRALASIA PTY. LIMITED	083 329 579
SKINZ AUSTRALIA PTY. LTD.	063 587 333
SOLARASPECT SKYLIGHTS PTY LTD	070 771 247
STRUCTURAL SUPPLY PTY. LTD.	008 295 789
STV CO PTY LTD	096 945 934
STYLISH SECURITY PTY LTD	085 371 482
SYDVEST PTY. LIMITED	056 330 299
TOMATU PTY LTD	091 039 244
TOWNES PTY. LTD.	079 169 501
VALVET ARROW PTY LTD	079 519 501
VIKING CONCRETE LEVELLING PTY. LTD.	010 407 119
WAYTECH PTY. LTD.	056 525 627

CORPORATIONS ACT 2001  
Subsection 601AA(4)

Notice is hereby given that the companies mentioned below will be deregistered when two months have passed since the publication of this notice.

Dated this twenty-ninth day of November 2004

Jeremy McNeice  
DELEGATE OF  
THE AUSTRALIAN SECURITIES AND INVESTMENTS COMMISSION

Name of Company	ACN
"SPANK IT" PTY LTD	089 183 791
A.C.N. 008 152 743 PTY LTD	008 152 743
A.C.N. 008 158 978 PTY LTD	008 158 978
A.C.N. 052 827 246 PTY LIMITED	052 827 246
A.C.N. 083 060 557 PTY LTD	083 060 557
A.C.N. 103 150 429 PTY LTD	103 150 429
A.C.N. 104 777 166 PTY LTD	104 777 166
A.C.N. 109 829 889 PTY LIMITED	109 829 889
A.L. REAL ESTATE PTY LIMITED	065 374 638
A & Z INTERNATIONAL TRADE PTY LIMITED	105 395 104
A-STAR GOODPAINTING & DECORATING PTY LTD	107 319 933
ACCESS ARCHAEOLOGY PTY LIMITED	008 570 063
ACETEL MANAGEMENT SERVICES PTY. LTD	062 420 973
ACEWEST PTY LTD.	009 440 439
ACP FINANCE PTY LTD	097 283 424
ACP GROUP HOLDINGS PTY LTD	097 283 433
ACTAVISION PTY LIMITED	101 337 535
ACTIVE PROPERTY ACQUISITIONS PTY LTD	106 187 839
ADDERTON CAR & TRUCK REPAIRS PTY. LTD.	003 826 088
ADVENTURE FILM COMPANY PTY. LTD.	067 073 269
ADVISE-IT PTY. LTD.	008 131 762
AERO ROAD MECHANICAL SERVICES PTY LTD	075 875 160
AEROSKY PTY. LIMITED	056 418 181
AFJ & JOHNSON PTY LTD	072 590 384
AFTER HOURS & WEEKEND REFRIGERATION PTY LTD	072 792 422

Name of Company	ACN
AF WOOLLEY & ASSOCIATES PTY. LTD.	082 608 731
A G F ROOFING PTY LTD	001 516 785
AGRI-MANAGEMENT SERVICES PTY LTD	094 578 248
AIR & POWER SERVICES PTY LTD	085 511 020
AIRBORNE BALLOONING COMPANY PTY LTD	080 183 508
AIT EDUCATION & TRAINING PTY LTD	095 725 670
AITKENVALE MEDICAL CENTRE PTY LTD	011 003 231
AJM TRADING PTY LTD	073 915 732
AKETA PTY LTD	003 242 733
ALLAN HOOD BUILDING SERVICES PTY LTD	105 976 841
ALLEN INSULATIONS (AUST.) PTY. LTD.	006 837 654
ALMANDINE INVESTMENTS PTY LTD	074 131 909
A LOAN AT LAST PTY LTD	102 973 017
ALPHA TOOLING PTY. LTD.	005 586 541
ALUMINIUM SURFACE TREATMENTS (1991) PTY. LTD.	009 466 675
AMOR INVESTMENT HOLDINGS PTY LTD	064 120 636
ANAWOOD PTY. LIMITED	004 015 829
ANBA KIROLOS PTY LTD	092 024 578
ANGLIAN WATER INTERNATIONAL PTY LIMITED	064 232 515
ANIMI MOTUS PTY. LTD.	107 439 029
ANO KATO PTY LTD	084 805 309
ANTGROVE PTY. LIMITED	050 286 603
ANTLER ENTREPRENEURS PTY LTD	102 008 588
ANVA CONSTRUCTIONS PTY. LIMITED	059 732 491
AQUA WORLD AUSTRALIA PTY LIMITED	103 751 391
ARAMONT PTY. LTD.	009 124 047
ARDEN ROO DATA SERVICES PTY LTD	091 462 850
ARGEP PTY LTD	073 932 288
ARIES (WA) PTY LTD	077 027 260
ARKIN SYSTEMS PTY LTD	099 545 687
ARROWGLEN HOLDINGS PTY LTD	063 694 824
ASHGROVE WELLBEING CENTRE PTY. LTD.	097 154 768
ASHIZAWA CORPORATION (AUSTRALIA) PTY. LTD.	010 794 180
ASHRON INVESTMENTS PTY LTD	103 898 844
ASIA PACIFIC INTERNATIONAL TRADING PTY LTD	105 821 510
ASPEN BY-PRODUCTS PTY. LIMITED	006 093 358
ASSAT PTY LIMITED	064 805 741
ASTONLANE CORPORATION PTY LTD	083 442 577

Name of Company	ACN
ATERS PTY. LTD.	078 436 370
ATSAS FABRICATION ENGINEERING AND WELDING PTY LTD	101 489 534
ATSFID PTY. LTD.	008 279 972
ATTRIO COMMUNICATIONS PTY LTD	071 335 852
AUSSIDYNAMICS PTY LIMITED	066 828 126
AUSSIE ROOF RAILS PTY LTD	097 938 700
AUSTAD VENTURES PTY LIMITED	093 339 096
AUSTFIN PTY LTD	002 186 496
AUSTRALIA F.B. INTERNATIONAL SECURITY EQUIPMENT PTY LTD	108 267 965
AUSTRALIAN CASHMERE DEHAIRING CO PTY LIMITED	002 282 251
AUSTRAL PROJECTS PTY. LTD.	009 582 503
AVIONBLUE CARGO PTY LTD	101 617 832
AWOL SOFTWARE PTY. LTD.	084 277 949
AYLOTT COMPUTING PTY LTD	074 418 901
B.V.H. SERVICES PTY LTD	006 267 303
B & A ELSLEY BUILDERS PTY. LIMITED	067 912 672
B&R SKINNER INVESTMENTS PTY. LIMITED	069 244 319
B-ONE AUSTRALIA LTD	001 007 469
BAREFLOW PTY. LIMITED	060 527 684
BARRA TRANSPORT PTY. LTD.	100 507 622
BARRETT FAMILY ENTERPRISES PTY LTD	084 480 884
BARRY R. RUSSELL PTY. LTD.	051 339 112
BARRY RIDDLE PTY. LTD.	008 035 443
BATESBURYS PTY LIMITED	092 743 587
BATONNE PTY. LTD.	088 389 888
BAYCABLE PTY. LIMITED	003 955 780
BAYLIN CORPORATION PTY. LTD.	007 280 864
BAYVIEW AEROBIC CENTRES PTY. LTD.	006 843 367
BDS (NEWCASTLE) PTY LIMITED	070 746 502
BEACH HOLIDAY RENTALS PTY LTD	100 116 194
BEECH INTERNATIONAL MARKETING PTY. LIMITED	065 999 091
BEEMONT PTY. LTD.	076 222 001
BELLE VIE PTY LIMITED	064 372 041
BENTLEYS MRI CONSULTING (NSW) PTY LIMITED	089 293 336
BETTER SCREENS PTY. LTD.	010 620 283
BEVIS CORNER HOME AND TRADE CENTRE PTY LTD	098 125 618
BIG AL LOGISTICS PTY LTD	108 424 924
BILLANNE PTY LTD	003 425 670

Name of Company	ACN
BIO-PACK PTY LTD	089 178 987
BIOTICS PTY LTD	002 716 127
BLADIE BLADIE PTY LTD	105 851 518
BLUEBEACH PTY LTD	002 402 397
BLUEBERRIES FRESH PTY LTD	101 357 939
BLUE CRESCENT INDUSTRIES PTY. LTD.	007 230 042
B M WHARTON & ASSOCIATES PTY LTD	002 238 780
BODY CORPORATE INVESTMENT MANAGERS LIMITED	099 054 743
BOLCH ENTERPRISES PTY. LTD.	074 679 226
BOLETCH PTY. LIMITED	064 191 779
BOLLARD CORPORATION PTY. LTD.	056 687 999
BORSATO NOMINEES PTY LTD	009 959 193
BOSS INDUSTRIES (AUSTRALIA) PTY. LTD.	097 518 922
BRIDGECO GROUP PTY. LTD.	098 229 764
BRIGHTON-LE-SANDS BBQ KITCHEN PTY LTD	108 605 929
BUBBLE FISH PTY LTD	073 344 340
BUCHANAN STREET PROPERTIES PTY LTD	076 192 697
BUSINESS EFFICIENCY PTY LTD	094 169 936
BUTLER GLEN PTY. LTD.	005 695 198
C.F. & M.A. PRIEST PTY. LIMITED	069 593 504
C & M PERRY TRANSPORT PTY LTD	082 308 852
CADE NOMINEES PTY LTD	008 861 532
CALABRO INVESTMENTS PTY LTD	000 197 277
CALCIUM MANGOES PTY. LTD.	080 415 041
CALDRENT PTY LTD	003 105 164
CAMBRIDGE VALE PTY LTD	065 171 851
CANDOR PTY. LTD.	008 009 603
CANN RIVER GENERAL STORE PTY LTD	082 179 477
CAPPER CORPORATOIN PTY LTD	003 371 060
CARGO FRUIT TRADERS PTY. LTD.	080 677 569
CARLJON PTY. LTD.	009 957 028
CERVINSKI - YOUNG SOCCER COACHING PTY LTD	102 293 961
CHANGRUN INTERNATIONAL (AUSTRALIA) PTY LTD	085 803 167
CHARHILL PTY. LIMITED	064 555 335
CHATTO WINES PTY LTD	093 923 061
CHILLIN 25 PTY LTD	087 375 344
CHIPTRANS PTY. LIMITED	067 379 846
CHRISTOPHER DAW & ASSOCIATES PTY LTD	002 621 954

Name of Company	ACN
CITY ROAD PTY. LTD.	007 280 873
CLANCY MOTORS (WHOLESALE) PTY LIMITED	001 707 053
CLUBEX PTY. LTD.	062 086 499
CLUB 500 (GRIFFITH) PTY LTD	064 661 150
CO.AS.IT. (SOUTH AUSTRALIA) ITALIAN ASSISTANCE ASSOCIATION LIMITED	082 889 192
COAD-SIXTEEN PTY LTD	074 488 305
CODAN PTY. LIMITED	006 829 661
COGNOTEC AUSTRALIA PTY LIMITED	091 030 830
COMMON GROUND LAND ACCESS PTY LTD	097 828 049
COMPLETE DRIVEHEAD CARE PTY. LTD.	087 656 577
COMPUTER DISCOUNTS (LISMORE) PTY LTD	082 543 566
CON-CARRIERS AUSTRALIA PTY LTD	109 527 406
CONSTANTIA CONSULTING PTY LTD	070 731 252
CONSTRUCTION OFFICE ADMINISTRATION SERVICES PTY LTD	072 981 616
CONTROLLED SYSTEMS PTY. LTD.	070 049 179
CONTROL MANAGEMENT SYSTEMS PTY. LTD.	006 125 346
COOLUM MINI STORAGE PTY. LTD.	070 401 768
COOPER BROS. TRUCK & PLANT REPAIRS PTY. LIMITED	057 634 287
CORPORATE CLIENT SUPPORT SERVICES PTY LTD	097 664 214
COSATRONICS PTY LIMITED	073 691 004
COVERCAT PTY. LIMITED	078 992 499
COXCO PTY. LTD.	009 838 162
CREATIONS IT SOLUTIONS PTY LTD	067 460 753
CROMALEE DAIRIES PTY. LTD.	073 258 269
CROMER PLUMBING SERVICES PTY LTD	003 304 247
CUMMINS TRADING PTY. LTD.	108 365 966
CURBAI PTY LIMITED	093 249 828
CURRY KITCHEN A.C.T. PTY. LTD.	066 386 570
CUSTOM CAPITAL PTY LTD	084 944 436
CUT AND CATCH INTELLECTUAL PROPERTY PTY LTD	103 737 391
CUTTING EDGE TRAINING PTY LTD	089 618 851
CYGNET WATERS PTY LIMITED	104 627 152
D. & M. GRAHAM PTY LTD	059 864 498
D.A. TELFER INVESTMENTS PTY LTD	008 010 311
D.Y. TILERS PTY. LTD.	090 520 666
D & E TOBAR INVESTMENTS PTY LTD	050 033 933
DAINTREE RAINFOREST RIVER TRAINS PTY. LIMITED	010 362 071

Name of Company	ACN
DAMSEL PTY. LIMITED	057 538 940
DANCO WHOLESALE PTY LTD	081 163 233
DARE TO BE DIFFERENT AUSTRALIA PTY. LIMITED	053 960 142
DATA#3 (GOLD COAST) PTY. LTD.	010 150 571
DAWBA PTY LTD	009 990 872
DEAS HOLDINGS PTY LIMITED	101 107 368
DEBEV PTY LIMITED	083 752 416
DEENISH PROPRIETARY LIMITED	005 674 420
DELIANJAYA PTY LTD	096 540 975
DELRINA PTY LTD	069 916 543
DENNIS COBBIN PTY. LTD.	070 806 487
DEROZI PTY LTD	003 419 912
DESIGNER WINDOW CONCEPTS PTY LTD	107 173 893
D G WILLS TRANSPORT PTY LTD	001 126 432
DIA RESTORATIONS PTY LTD	100 625 367
DISCOUNT CARPET DISTRIBUTORS PTY LTD	078 290 749
DISTINCT MARKETING GROUP PTY LTD	101 200 104
D J BOLAND PTY LTD	001 875 412
DOGS & CATS SUPPLIES PTY LTD	101 665 276
DOHERE PTY. LTD.	061 793 691
DONNINGTON AIRPARK PTY. LTD.	010 686 236
DOUG BOWEN PTY LTD	091 871 555
DPS TOOLING PTY LTD	068 007 652
DPS WIRE CUTTING PTY LTD	068 007 705
DR N.G. VLACHOULIS PTY LTD	080 696 046
DRW. INDUSTRIES PTY LTD	103 290 802
DUNN DICKINS & CROWE PTY LTD	090 595 181
DURAL TIMBER & HARDWARE PTY LTD	000 989 953
DUSKFILM PTY. LIMITED	057 062 567
DYNAMIC INTERFACE OPTIONS PTY. LTD.	067 468 642
E.T. (NT) PTY LTD	071 372 506
E & W SERVICES PTY. LIMITED	010 256 489
EASTBAND PTY LTD	084 212 224
EASTSHAW PTY. LTD.	068 545 175
EDENBROOK ENTERPRISES PTY LTD	094 080 467
EDUCATION AND RETIREMENT PTY LTD	068 977 891
EFANEM CONSULTING PTY. LTD.	087 115 160
ELJUMP PTY. LTD.	050 041 097



Name of Company	ACN
EMENA PTY. LTD.	099 647 079
EMERGENCY MEDICAL SERVICES (AUSTRALIA) PTY LTD	085 935 066
EMETH HOLDINGS PTY. LIMITED	006 477 023
EMSULA PTY. LIMITED	051 168 819
ENCORE MANAGEMENT PTY. LIMITED	086 260 693
ENDEAVOUR PROJECTS PTY LTD	050 195 303
ENDSTONE GOLD PTY LTD	065 838 397
ENOVIC PTY. LTD.	083 775 517
ENTREPRENEURS DEDICATED TO GROWTH & EXCELLENCE PTY LTD	090 073 215
ENVIROFUEL CONVERSIONS PTY. LTD.	063 789 720
E ONLINE ADVANTAGE PTY LTD	098 241 288
EPA PAYROLL SERVICES PTY LIMITED	096 292 634
EPDO INTERNATIONAL PTY LTD	105 104 176
EQUITY LOGIC TAX SERVICES PTY LTD	088 911 488
ETILE PTY. LTD.	008 032 595
EVOLUTION PROPERTY DEVELOPMENTS PTY. LTD.	105 074 815
EXCELL NURSING AGENCY PTY. LTD.	107 313 637
EXECUTIVE BUSINESS EQUIPMENT PTY LTD	094 291 773
EXPRESSIVE FOODS PTY. LTD.	106 590 845
F.A.D GLASS & GLAZING PTY LIMITED	096 837 339
FAIR DEAL TRAVEL CENTRE (AUSTRALIA) PTY LTD	077 555 554
FAIRVAN PTY. LIMITED	082 707 766
FAST TRACK SERVICES PTY LTD	084 335 697
FEGAN AND ASSOCIATES PTY LTD	082 738 038
FILMARA PTY LTD	002 517 311
FINITE INVESTMENTS PTY. LTD.	069 680 002
FINOLA CO. PTY. LTD.	103 604 708
FIRE FLY MEDIA PTY LTD	079 418 376
FIRST CHOICE INTERNATIONAL PTY. LTD.	072 168 926
FIRST INVESTORS SECURITIES PTY LTD	091 388 653
FOOT HOLDINGS PTY LIMITED	078 837 877
FORMILAN FARMING PTY LTD	088 234 182
FOURTEENTH GARLAND PTY. LTD.	052 929 530
FOURTH MANTLE PTY. LTD.	054 351 905
FOXCOM PTY LTD	009 179 248
FREEMAN RIDGE PTY. LTD.	058 371 583
FRE INVESTMENTS PTY LTD	003 612 584

Name of Company	ACN
FYLDELL PTY. LIMITED	010 899 224
G. & W. LATTA PTY. LTD.	006 587 195
G.R. TUCK NOMINEES PTY. LTD.	006 726 576
G & A MCNAMARA PTY LTD	100 500 712
GANGE LICENSING PTY LTD	075 569 596
GEKO INVESTMENTS PTY LTD	001 213 547
GENX ID CARD AUSTRALIA PTY LTD	088 886 355
GEO HOMES AUSTRALIA PTY LTD	074 284 530
GERRY'S BARBECUES PTY LTD	003 098 182
GERRY DIXON HOUSE REMOVALS PTY LTD	094 872 563
GINAZEKE PTY. LTD.	072 069 508
GIROAD PTY. LIMITED	008 582 769
GLEBE AVENUE PTY LTD	108 842 897
GLOBAL PUTRA TRADING PTY LTD	107 778 174
GLOD PTY LTD	064 981 764
GLOWDIME PTY. LIMITED	056 002 101
GLT METAL ROOFING PTY. LIMITED	090 019 006
GODFREY PEACOCK PTY. LTD.	073 465 219
GOLD COAST INTERNATIONAL TRADE CENTRE PTY. LTD.	075 933 372
GOLDEN CAPITAL MANAGEMENT PTY LTD	108 173 548
GOLDEN DREAMS JEWELLERY COLLECTION PTY LTD	077 407 508
GOLF MARKETING COMPANY PTY. LTD.	063 100 827
GOLIFAIR PTY. LIMITED	003 740 663
GOMOLKA PTY. LIMITED	010 001 215
GONDWANA II PTY. LTD.	070 776 171
GOOVIGEN POSTAL & NEWSAGENCY PTY. LTD.	100 889 049
GOSHAW PTY. LTD.	065 753 611
GOULBURN TAXIS PTY LTD	074 304 466
GRADETECH PTY LTD	094 835 328
GRALINS CARPENTRY & MAINTENANCE PTY. LTD.	066 589 115
GREAT EASTERN TRUCK SALES PTY LIMITED	010 109 396
GREENMOUNT ENTERPRISES PTY LTD	010 880 332
GRM QUALITY BUILDERS PTY LTD	006 012 237
GRYPEN PTY LTD	002 743 204
GUSFACT PTY. LIMITED	089 746 234
H & W ADVISERS INTERNATIONAL PTY LIMITED	003 266 251
HALCORD MACHINERY PTY. LTD.	005 433 518
HARBURAIR PTY LTD	076 240 394

Name of Company	ACN
HARMONY MONTESSORI NORTH ADELAIDE PTY. LTD.	089 506 749
HARTPARK PTY LTD	088 572 507
HARVEST CATERING PTY. LTD.	104 094 288
HATMADE PTY LTD	100 071 805
HEALTH STYLES PTY LTD	079 468 849
HEEL HOLDINGS PTY LTD	009 405 547
HEFT PTY LIMITED	105 569 702
HENGTHANH PTY LIMITED	089 844 619
HI-Q TELEVISION SERVICES (N.S.W.) PTY LTD	000 276 835
HIGH-TECH BLASTING PTY. LTD.	082 088 953
HK PROPERTY DEVELOPMENT PTY LTD	084 454 624
HOCKING STUART (IVANHOE) PROPERTY MANAGEMENT PTY LTD	104 816 659
HOGANVILLE PTY LIMITED	083 204 942
HOLITAUPE PTY. LIMITED	081 361 935
HOMEMAKER KITCHEN CENTRE PTY. LTD.	008 128 425
HOMEQUEST 2000 EXHIBITION VILLAGE PTY. LIMITED	067 193 917
HONESTY MUSIC GROUP PTY LTD	102 982 105
HOODRICK PTY. LTD.	010 736 580
HORIZON HOSPITAL HEALTHCARE PTY LTD	097 507 750
HUNTECH ENTERPRISES PTY LTD	078 844 532
HUNTER PROPERTY HOLDINGS PTY. LTD.	072 906 506
I.P.S. CORPORATION PTY. LTD.	065 207 150
ICARA INVESTMENTS PTY LTD	075 278 072
ICUS PTY LIMITED	099 627 228
IFLOTEC PTY LTD	093 973 285
IHC PTY LTD	092 593 667
IMLAY BARN PTY. LTD.	099 737 390
IMPRESSIONS CLOTHING COMPANY PTY. LIMITED	003 833 823
INDEPENDENT NURSING PRACTICE PTY. LTD.	080 344 958
INDUSTRIAL ELECTRONIC SERVICES PTY. LTD.	007 854 739
INDUSTRIAL PRODUCTS MARKETING AUSTRALIA PTY LTD	080 125 702
INHOUSE.ORG PTY LTD	101 929 551
INS MANUFACTURING PTY. LTD.	076 559 585
INSURANCE RISK SURVEYS PTY. LTD.	090 050 285
INTEGRITY DOCUMENT SERVICE PTY LTD	003 783 524
INTERACTIVE MEDIA CORPORATION PTY LTD	081 847 798
INTERNATIONAL MIGRATION SERVICES PTY. LTD.	095 842 863

Name of Company	ACN
ISLEFORD PTY. LTD.	055 530 437
IT MONITORING SERVICES PTY LTD	106 230 406
J. & B. ENTERPRISES PTY. LTD.	009 906 530
J.G. FAIRLEY PTY LTD	000 013 632
J.T. IMAGING PTY. LIMITED	053 807 140
J-MAR PTY. LTD.	006 831 830
JADYZA PTY LTD	074 290 734
JAM INVESTMENTS VIC. PTY. LTD.	067 731 417
JANOLA AMBER PTY. LTD.	065 776 034
JARLOU PTY LIMITED	087 487 045
JEATAC PTY LTD	057 349 229
JEMNAT PTY. LTD.	075 093 453
JENKINS-NETTLETON PTY LTD	065 334 492
J H DUNLOP EXCAVATIONS PTY LTD	002 630 873
JIRZEN PTY. LTD.	006 067 269
JLF PTY LIMITED	100 966 121
JOCO (QUEENSLAND) PTY LTD	078 334 415
JOEMEL PTY. LTD.	005 559 295
JOHN R. GIRLE LAND MANAGEMENT CONSULTING PTY. LIMITED	071 832 481
JOLSON AND MARIOLI PTY. LTD.	096 878 241
JUDGE INDUSTRIAL GROUP PTY LIMITED	000 150 176
K.I.S. CONSULTING PTY. LIMITED	087 603 361
K.P.F. NOMINEES PTY. LTD.	005 224 724
K & E BUXTON PTY. LTD.	069 344 510
KALLEMEAH PTY. LTD.	073 607 548
KAMPUS PTY LTD	003 101 577
KANRYA HOLDINGS PTY. LTD.	005 435 398
KARF PTY. LTD.	009 612 462
KCS OVERSEAS TRADE PTY. LTD.	071 489 391
KENNETH JAMES CAR SALES PTY LTD	006 059 365
KENZIE GROUP PTY LTD	082 878 966
KERSTAR PTY. LIMITED	095 901 349
KEY BUILDERS PTY LTD	106 822 968
KGC ELECTRICS PTY. LIMITED	056 695 133
KING CONSULTING GROUP PTY LTD	091 419 000
KIRK MCCARTHY RACING PTY. LTD.	072 748 157
KIRKSUPER PTY LIMITED	071 145 974
K J ROBERTSON PTY LTD	001 512 367

Name of Company	ACN
KLF SERVICES PTY LTD	097 348 886
KNOYDART INVESTMENTS PTY. LTD.	007 295 016
KOOLEN PTY LTD	097 600 649
KRIHA CONSULTANTS PTY. LTD.	006 192 954
KST HOLDINGS PTY LTD	102 245 072
KUGENE PTY. LTD.	098 810 434
KWILALI BUSINESS SOLUTIONS PTY. LTD.	070 785 901
KYALA PTY. LTD.	083 199 339
KYJARIK PTY. LTD.	065 020 662
KYM RICH INTERNATIONAL PTY LTD	102 621 330
L.A. FIRTH PTY. LTD.	072 790 080
LABRADOR DEVELOPMENTS PTY. LTD.	065 403 527
LAIRD ENTERPRISES PTY. LTD.	053 114 113
LAKE CARMODY CONTRACTORS PTY LTD	083 544 601
LAMBERT APARTMENTS PTY LTD	092 456 909
LAM MANAGEMENT SERVICES PTY LTD	083 021 907
LAPRYA PTY. LTD.	006 897 070
LARKINS FIDDYMENT & PATERSON PTY LTD	084 993 564
LAROSA & JOHNS PTY. LIMITED	003 170 063
LAU INVESTMENTS PTY. LTD.	003 718 616
LAWNHALL PTY. LIMITED	052 311 485
LEAD ENTERPRISES PTY LTD	076 138 004
LEANGUR PTY. LIMITED	088 860 799
LEESON INVESTMENTS PTY LTD	000 174 845
LEIGH ASTBURY FINE ART PTY. LTD.	005 054 160
LEONDRA & ASSOCIATES PTY LTD	104 288 682
LESCO HOLDINGS PTY LTD	089 717 902
LETANDRA PARTNERS PTY. LTD.	086 094 484
LEVASSEUR PTY LTD	066 151 077
LITHGOW SPARES PTY. LIMITED	053 676 547
LI YONG PTY LTD	099 411 248
LOCKETT ENTERPRISES PTY. LTD.	005 329 724
LOMALINDA PTY. LTD.	008 286 575
LONG BROS PTY LTD	059 746 039
LORRAINE LOVETT KUMON STUDY CENTRE PTY. LTD.	061 553 508
LOVATO NOMINEES PTY. LTD.	009 604 513
LOXLEY CONSTRUCTIONS PTY. LTD.	006 564 272
LP EVENT MANAGEMENT PTY LTD	088 805 314

Name of Company	ACN
LUCKY REPHEL PTY LTD	103 694 462
LUMIERE IMPORT & EXPORT PTY LTD	101 527 137
LYNBRAE INVESTMENTS PTY. LTD.	084 413 623
M. & S.L. JOHNSON PTY. LIMITED	055 585 610
M.J. WILLIAMS CUSTOMS AGENCY PTY. LTD.	010 961 154
M & K ELECTRICAL PTY LTD	100 628 966
MACMARTINS PTY LTD	001 418 711
MACRO AUTOMATION PTY LTD	080 220 677
MAGENTA HOLDINGS PTY LTD	096 960 502
MAGNETIC BEACH INVESTMENTS PTY. LTD.	010 686 969
MAHOGANY SOLUTIONS PTY. LTD.	084 071 732
MAL BLAKEBOROUGH MANAGEMENT & HIRE PTY. LTD.	007 067 503
MALLEE ENTERPRISES PTY LTD	082 020 755
MANSOUR INVESTMENTS PTY LIMITED	101 624 195
MARASCO CONSTRUCTIONS PTY LTD	101 860 182
MARFRA PTY LTD	001 886 175
MARICARL PTY. LTD.	105 883 878
MARINE & INDUSTRIAL SURVEYS PTY. LTD.	007 904 994
MARLINA HOLDINGS PTY LTD	009 418 955
MATRUDAR INVESTMENTS PTY. LTD.	086 238 119
MAVENLINK PTY LTD	107 486 322
MAXWELL PRINTING CO PTY LTD	000 157 684
MECCAR ELECTRONIC DESIGN PTY LTD	079 487 504
MECHENG DRAFTING PTY LTD	086 607 383
MELBOURNE FISH CO. PTY. LTD.	091 824 832
MELITA PAINTING SERVICES (1986) PTY LTD	009 176 041
METAFAB ENGINEERING & CONSTRUCTIONS PTY LTD	001 752 432
METAL RESOURCES AUSTRALIA PTY LTD	086 200 795
METRO MANAGEMENT PTY. LTD.	010 216 092
MFI AUSTRALIA PTY. LTD.	063 109 277
M F T INVESTMENTS PTY LTD	001 607 969
MICHAEL MUNRO PTY. LIMITED	003 639 432
MICHELL SHEEPSKINS PTY LTD	002 038 208
MICROCHANNEL INVESTMENTS PTY. LIMITED	085 549 819
MIDVALE FALLS PTY. LTD.	050 023 740
MILAN ADVANCED TECHNOLOGY PTY LTD	091 283 724
MILES CAPITAL PTY LTD	095 993 178
MILPERRA PTY LTD	065 860 077

Name of Company	ACN
MISTEAK PTY. LTD.	006 426 320
MITCHELL BUSINESS STRATEGIES PTY. LTD.	102 210 346
MITCHELL GEM MINING PTY. LTD.	097 011 311
MIXSHAZ PTY. LTD.	093 525 878
MJ BUILDING CONSTRUCTIONS PTY LIMITED	081 776 641
MOBIUS CONSULTANCY PTY. LTD.	058 379 365
MONABERRY PTY. LTD.	092 863 440
MONA VALE INDIAN TAKEAWAY PTY. LIMITED	071 009 142
MONTEREY KEYS VILLAGE PTY LTD	071 985 825
MONTER PTY LTD	076 920 726
MORAN HOLDINGS PTY LTD	001 218 300
MURRAY KNIGHT & ASSOCIATES PTY LTD	069 821 718
MYALL RIVER CARAVAN PARK PTY. LIMITED	000 713 173
N.A.P. INVESTMENTS PTY. LTD.	007 812 320
N.E. CORPORATION PTY. LTD.	100 767 011
N. I. INTERNATIONAL PTY LTD	099 816 396
N & D REED PTY. LTD.	095 664 216
NADCOL INVESTMENTS PTY LTD	009 401 272
NARVITO PTY LTD	002 810 040
NATIONAL BROKERAGE SERVICES PTY. LTD.	007 369 968
NATIONAL CENTRE FOR ADVANCED CELL ENGINEERING LIMITED	101 685 401
NAT LO-GIUDICE PTY LTD	098 367 447
NATURAL RESOURCE ECONOMICS PTY. LTD.	062 683 578
NATURAL 2000 PTY LTD	080 775 051
NEAR EAST RESTAURANT (AUST) PTY LTD	071 970 879
NEUCOM MOTORS SALES PTY. LTD.	009 935 960
NEXGEN LOGISTICS PTY LTD	088 445 194
NIELSEN NOMINEES PTY. LTD.	009 931 542
NINE DRAGONS ENTERPRISE PTY LTD	101 303 137
NINETY FOURTH VILMAR PTY. LTD.	007 175 028
NLT SOFTWARE TECHNOLOGY PTY. LTD.	097 887 673
NOMARON PTY. LTD.	010 857 388
NORSKA (SALES) PTY LTD	003 270 442
NORTHWEST ROGERS LIMITED	102 534 289
NOTRAB PTY. LTD.	009 817 270
NSW COASTAL SURVEYS PTY LTD	074 203 357
OCEAN PRAWNS AUSTRALIA PTY. LTD.	076 738 951
OCHRE CONSULTANTS PTY LTD	007 933 315

Name of Company	ACN
ODEN HOLDINGS PTY LTD	066 367 342
OFUNA HOLDINGS PTY LTD	003 264 300
OILFIELD CONSULTING SERVICES PTY LTD	082 747 733
ONE PLUS ONE ENTERPRISES PTY LTD	080 028 075
ONE SPORT PTY LIMITED	089 160 798
ONE STOP FLOOR SHOP PTY LTD	074 236 623
OPTI-MART PTY LTD	105 480 028
ORACLE COMMUNICATIONS PTY LTD	100 419 029
ORDELL INVESTMENTS PTY LTD	067 958 534
ORION MORTGAGE CORP. PTY LTD	084 481 238
ORION PROPERTY HOLDINGS PTY LTD	095 896 441
ORTHOPAEDIC ACCESSORIES AUSTRALIA PTY LTD	091 033 484
OSMANLI PTY. LTD.	010 255 259
OUTBACK AUSTRALIAN WATER LTD	100 368 741
OWBREW PTY. LIMITED	010 383 427
OXYGEN ADVERTISING PTY LIMITED	078 228 841
OZWEB GRAPHICS PTY LTD	071 461 759
O3 CLEAN PTY LTD	103 305 764
P.D.G. FOX PTY. LTD.	006 948 232
P.L.S. INVESTMENTS PTY. LIMITED	004 742 250
PACIFIC PRIME EXPORTS PTY. LTD.	064 619 834
PALA VICTORIA PTY LTD	001 610 411
PAL GEOTECHNICAL SERVICES PTY. LTD.	010 946 853
PAMONICA PTY. LIMITED	079 521 725
PAMPERS PTY LTD	098 683 697
PAMTOPA PTY LTD	002 507 379
PARK SERVICES & SUPPLIES PTY LTD	102 112 274
PASSIVE ELECTRONICS PTY LTD	056 140 231
PD MECHANICAL SERVICES PTY. LTD.	066 900 883
PEARS INFORMATION TRANSFER PTY LIMITED	003 793 664
PEMDALE PTY. LIMITED	010 407 726
PEOPLE WITHOUT LIMITS PTY LTD	105 260 106
PERAMUNA INVESTMENTS PTY LTD	099 740 897
PERONMONT PTY LTD	089 408 686
PERSONAL FINANCIAL SERVICES PTY LTD	098 359 105
PETER MCLOUGHLIN PTY LTD	101 768 398
PHILFRAN PTY. LTD.	093 457 553



Name of Company	ACN
PHOENIX CARPORTS, AWNINGS & SCREEN ENCLOSURES PTY. LTD.	083 849 941
PINNACLE COFFEE DISTRIBUTORS PTY LTD	105 310 647
PIPECRAFT PTY LTD	008 898 888
PIRTEK (ELIZABETH) PTY LIMITED	081 043 281
PK STEELFIXING PTY. LTD.	057 614 301
PLATINUM PRINTING PTY LIMITED	064 593 899
P N R PROJECT MANAGEMENT (AUST.) PTY LTD	051 348 997
POGUE COMPUTING PTY. LTD.	006 990 049
POMADE PTY. LTD.	009 464 715
PREMIER INDUSTRIAL NO.1 PTY LTD	082 956 545
PREMIER INDUSTRIAL NO.2 PTY LTD	082 956 527
PREMIER INDUSTRIAL NO.3 PTY LTD	082 956 509
PREMIER INDUSTRIAL NO.4 PTY LTD	082 956 492
PRESENTATION SELLS PTY LTD	101 216 942
PRESKOT PTY LTD	003 239 978
PRESTIGE L.P. GAS PTY. LTD.	056 514 802
PRIMARY MANAGEMENT PTY. LTD.	077 138 035
PRITCHARD CUMMING PTY. LTD.	100 185 528
PTR AUSTRALIA PTY LTD	104 279 736
PUNCH AEROSOL SELF PROTECTION DEVICES PTY. LIMITED	071 238 661
PURPLE GULLY PTY LIMITED	080 402 526
PUTELO PTY LTD	002 387 500
QUALITY BUILDING CONTROL PTY. LTD.	080 933 900
QUALITY TIME INVESTMENTS PTY. LTD.	069 488 366
QUEENSLAND CENTRE MANAGEMENT SERVICES PTY. LTD.	063 346 912
QUEENSLAND DRILLING & MINING PTY LTD	055 411 606
QUEENSLAND PHARMACY SERVICES (QPS) PTY LTD	097 376 639
QUEROM LTD	076 225 548
QUINTEX HOLDINGS PTY LTD	096 968 277
R.W.C. INVESTMENTS PTY. LTD.	006 648 237
RAHMAN ENTERPRISES PTY. LTD.	071 635 802
RAIL & MAT INSTALLATIONS PTY LTD	090 944 013
RAMPEL PTY LTD	002 190 123
RAYLAW NETWORK LIMITED	096 872 990
R B K INVESTMENTS PTY LTD	001 404 691
RDI TECHNOLOGY PTY LTD	104 754 494
REGENCY PTY LTD	080 024 817

Name of Company	ACN
REID REALTY PTY. LTD.	007 323 659
RELIABLE MAILING SERVICES PTY. LTD.	003 926 145
RESEARCH OF UNUSUAL HUMAN EXPERIENCES PTY LTD	080 068 588
RETAINAGROUP PTY. LTD.	077 242 481
RHEINBERGER INSURANCE CONSULTANTS PTY LTD	001 894 435
RICHELEN PTY LIMITED	099 866 341
RICHTER ELECTRONICS PTY. LTD.	006 272 224
RICHTEX PTY. LTD.	010 964 253
RIDDELL PARK PTY. LTD.	007 019 598
RIDGEDOWN PTY. LIMITED	011 055 128
RIM (NQ) PTY LTD	061 577 204
RINDANI NOMINEES PTY LTD	001 479 410
RIVERSIDE CHINESE RESTAURANT (WA) PTY LTD	009 312 556
RJ & KD REDFEARN PTY. LTD.	067 380 045
RL & BM ENGINEERING SERVICES PTY LTD	077 098 590
R LABOYRIE PTY LTD	002 372 830
R MOORE BODY REPAIRS PTY LTD	072 212 401
ROARING FORK PTY LTD	075 504 639
ROBERT H COLES & ASSOCIATES PTY LTD	099 490 892
ROBERTS MECHANICAL SERVICES PTY LTD	099 032 934
ROCKHARD DRILLING PTY. LTD.	078 714 879
ROEBUCK PLAINS HOLDINGS PTY LTD	008 739 580
ROEBUCK PTY. LTD.	060 557 280
ROGERS VINYL & PLASTIC WELDING PTY LTD	005 443 425
ROLY NOMINEES PTY LTD	098 532 168
ROSANNA DRAFTING AND DESIGN SERVICES PTY. LTD.	005 997 777
ROSTRUM PTY LTD	084 287 865
ROUND TOWN TRANSPORT COMPANY PTY. LTD.	003 078 966
ROXMERE PTY. LTD.	063 247 852
RSL RIVERSIDE NEW FARM LIMITED	079 973 603
RYAL WELDING PTY LTD	088 379 622
RYDER SAYERS PTY. LTD.	103 623 310
R2S WORKS PTY. LTD.	090 583 672
SABA ENTERPRISES PTY LTD	063 966 067
SABLETTES PTY. LTD.	062 850 757
SALISBURY FALLS PTY. LTD.	006 776 101
SAMSON'S INVESTMENTS PTY. LIMITED	003 823 569

Name of Company	ACN
SAMSUNG FACSIMILE INDEPENDENT SERVICE COMPANY PTY LTD	077 196 484
SANATTI PTY LIMITED	097 386 779
SANTASNOW PTY. LTD.	102 878 713
SARIONG PTY. LTD.	065 258 451
SAS VICTORIA PTY LTD	078 769 490
SAVIC INVESTIGATIONS PTY. LTD.	007 939 862
SCARAMOUCHE NOMINEES PTY LTD	074 185 989
SCHUMACHER NOMINEES PTY LTD	001 479 438
SCORN BOULD PTY LTD	075 117 083
SCOTDEC PTY LTD	002 969 744
SD INTERNATIONAL MARKETING PTY LTD	107 242 802
SEA-CHANCE PTY LTD	104 998 870
SEACALM PTY. LIMITED	052 883 306
SEAGULL INTERNATIONAL PTY. LTD.	068 951 235
SEATH HOLDINGS PTY LTD	079 618 992
SEIKEN PTY LTD	065 579 839
SELBORNE IMPORT EXPORT PTY. LIMITED	007 615 787
SENON AUSTRALIA PTY LTD	094 281 642
SERIAL PINES PTY. LTD.	007 147 435
SHANTUNG PTY. LIMITED	006 300 867
SHAW INTERNATIONAL PTY LTD	009 323 068
SHIMTON SERVICES PTY LTD	103 318 127
SILKWOOD HOLDINGS PTY LTD	002 455 843
SILVERTHRONE PTY LIMITED	083 204 835
SIMAS PTY LTD	074 714 033
SIMPARTS PTY. LTD.	009 899 110
SK CLEANING SERVICE PTY LTD	085 684 322
SKIPPER'S MATE PTY LTD	081 081 558
SLS NETWORK CONSULTING PTY LTD	095 238 725
SOLARITE AIR CONDITIONING PTY LTD	001 593 004
SOUTH COAST RURAL PROPERTIES PTY LTD	095 172 482
SPENSER STREET PTY LIMITED	097 631 162
SPLANE PTY LTD	101 701 740
SPOILER CITY PTY LTD	076 544 735
STACLEAN CO. PTY. LTD.	005 326 358
STANPAT PTY. LTD.	067 721 813
STAPLETON NOMINEES PTY LTD	008 828 117

Name of Company	ACN
STARSEARCH PRODUCTIONS PTY LIMITED	103 862 504
STAR 73 PTY LTD	108 072 948
STEER BROS PTY LTD	000 563 753
STEP FORWARD & STAND OUT PTY LTD	094 353 670
STEVEN LINES CONTRACTING PTY LIMITED	086 672 031
STI COMMUNICATIONS PTY LIMITED	098 688 763
SUDS 'N' STUFF PTY LTD	105 428 957
SUJATHA PTY LTD	087 227 021
SUMATRA TRADING COMPANY PTY. LTD.	009 599 884
SUMPART NO 2 PTY LTD	065 338 025
SUNDALE DEVELOPMENT PTY LTD	079 959 416
SUPERB SERVICES AUSTRALIA PTY. LTD.	085 136 554
SUPERCAR SYSTEMS PTY LTD	070 113 674
SUPERSTOCK AUSTRALIA PTY LIMITED	084 345 433
SUPER SWIM PTY LTD	091 783 309
SUPREME-TECH (AUST) PTY LTD	103 351 257
SVEN'S WRECKERS PTY LTD	090 053 455
SWAIN'S BUSHROCK PTY LTD	070 425 759
SYNTAL PTY LTD	010 776 459
T & N VEHICLE SPRAY PAINTING PTY LTD	091 775 736
TABGUNN PTY LIMITED	010 297 364
TA CHUNG HO FOOD PRODUCT ENTERPRISE PTY LTD	100 270 433
TACTPINE (AUSTRALIA) PTY LIMITED	108 815 952
TAILONE AUSTRALIA PTY. LTD.	089 226 157
TALFEST PTY. LTD.	010 842 163
TAMINGA HOLDINGS PTY LTD	069 365 091
TAMWORTH & DISTRICT BUSINESS ENTERPRISE CENTRE LIMITED	059 080 465
TARLETON PASTORAL PTY. LTD.	005 099 829
TASMANIAN BUS SALES PTY. LTD.	063 723 062
TAYAND PTY LTD	066 349 362
TEARMORE PTY. LTD.	010 971 972
TELACON PTY. LIMITED	061 675 787
TELEGLOBAL AUSTRALIA PTY LIMITED	097 906 708
TEMPEST DARKON PTY LTD	096 329 583
TEMPORARY WAREHOUSE RENTALS AND SALES PTY. LTD.	080 777 260
TEXMAC PTY LIMITED	102 735 400
THE CAREFUL TREEFELLER PTY. LTD.	064 784 149

Name of Company	ACN
THE FIT CLUB PTY LTD	090 112 182
THE GREAT DIVIDING COMPANY PTY LIMITED	095 624 052
THE OAKGROVE LOGGING COMPANY PROPRIETARY LIMITED	004 370 629
THE SMART SEAT PTY. LTD.	101 696 968
THYM PTY LTD	093 513 154
THYSSEN QUEENSLAND PTY LIMITED	050 050 596
TIMECITY INVESTMENTS PTY LTD	104 766 743
TIMERAC INVESTMENTS PTY LIMITED	088 190 265
TINTAX PTY. LTD.	074 651 282
TLE CAPITAL PTY LTD	089 558 047
TOBOR PTY. LTD.	006 308 096
TOM HENSHAW BUILDING SERVICES PTY LTD	094 760 004
TOP PHOENIX INVESTMENTS PTY LTD	071 060 154
TOPTALE PTY LTD	003 378 667
TOSIN PARTNERS PTY LTD	006 804 020
TOTAL CRANE MANAGEMENT PTY. LTD.	080 390 389
TOUCAN PHYSIOTHERAPY PTY LIMITED	003 443 178
TOVEPATEN PTY. LIMITED	003 745 104
TRACDEN PTY. LTD.	056 421 642
TREVOR QUINN MOTORS PTY. LTD.	007 949 831
TREVOR STANLEY MOTORS HOLDINGS PTY. LTD.	005 141 382
TRIPLE R TRANSPORT PTY LTD	082 117 655
TRU - QUALITY HOME IMPROVEMENTS PTY. LTD.	076 791 083
TRUNG-HUNG PTY. LIMITED	003 674 413
TRUNKS UP TRADING PTY LTD	101 315 600
TRY PTY. LTD.	079 172 071
TSAMIS PTY. LTD.	081 560 812
TULIP CONSTRUCTIONS PTY LIMITED	059 235 684
TUMBIN PTY LTD	002 177 184
TVM EDUCATION PTY LIMITED	057 665 415
UBUTE SALES & MARKETING PTY LTD	104 441 723
UNIVERSAL FOOD MANUFACTURER PTY. LTD.	067 284 968
V.R.Z PTY LTD	069 025 958
VALUEINDIA AUSTRALIA PTY LIMITED	092 611 142
VANDAV PTY LTD	080 158 470
VELVET TECHNOLOGY PTY LTD	093 315 916
VIGILANT PRODUCTS AUSTRALIA PTY. LTD.	076 592 857
VILLAGE RECYCLERS PTY. LTD.	102 648 591

Name of Company	ACN
VIP TECHNOLOGIES PTY LIMITED	084 830 599
VITAL FINANCE CORPORATION PTY. LTD.	004 457 630
VIVI PC SUPPLIES & IT CONSULTANTS PTY LTD	083 820 160
VL PROJECTS PTY LIMITED	092 991 707
VYNDON PTY. LIMITED	010 737 041
W.T.F. HOLDINGS PTY LIMITED	099 685 775
WA & TA GUNTHER PTY LTD	100 772 218
WALLGROVE INDUSTRIES PTY LTD	080 097 945
WALTESEA PTY LTD	003 168 554
WANDOO LIMITED	008 660 268
WANGARAH PTY. LTD.	010 292 618
WASNIDGE HOLDINGS PTY. LTD.	010 935 752
WA STEEL ROOF TRUSSES PTY LTD	081 789 102
WAYWELL PTY. LTD.	062 934 516
WESTERFIELD INVESTMENTS PTY. LTD.	086 353 942
W F W PTY LTD	088 812 613
WILLOUGHBY ROOFING PTY LTD	002 100 325
WOLFRAM SURGICAL INSTRUMENTS PTY LIMITED	088 409 894
WOLLOMBI RURAL PTY. LIMITED	003 189 928
WOODHOUSE VENDING PTY LTD	106 948 430
WOODLANDS SMASH REPAIRS PTY LTD	070 130 022
WORKFORCE TECHNOLOGIES PTY LIMITED	075 413 580
WRDI PTY LTD	010 243 044
X.L. AUSTRALIA PTY LTD	074 091 811
XXL CONSULTING PTY. LTD.	078 097 588
YAHEGURU PTY LTD	106 304 358
YAN LONG INTERIORS PTY LTD	107 146 681
YARTAP PTY. LIMITED	008 584 870
ZANA MANAGEMENT PTY LTD	002 070 920
ZANTANG PTY. LIMITED	078 570 288
ZHONG HUAN (AUSTRALIA) PTY LTD	079 938 346