



Commonwealth of Australia



ASIC

Australian Securities &
Investments Commission

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Notices under Corporations Act 2001

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Change of company status

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 or from the Administrative Law Co-ordinator in the ASIC office with which you have been dealing.

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06/1008

ASIC

Australian Securities & Investments Commission

Australian Securities & Investments Commission
Corporations Act 2001 Section 915B

Notice of Cancellation of an Australian Financial Services Licence

TO: Allco Capital Markets Limited & Austad Corporate Services Pty Limited
& The Trustee for Marenfall Unit Trust, A.B.N. 57 324 634 133,
("the Licensee") L24 Gateway, 1 Macquarie Place, SYDNEY NSW
2000

Pursuant to section 915B(3)(d) of the **Corporations Act 2001**, the Australian Securities and Investments Commission hereby cancels Licence Number 245653 held by the Licensee with effect from the date on which this notice is given to the Licensee.

Dated this 21 November 2006

Signed

A handwritten signature in black ink, appearing to read 'George Podaras', written over a dotted line.

George Podaras, a delegate of the Australian Securities and Investments
Commission



06/1009

ASIC

Australian Securities & Investments Commission

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

1. Under paragraphs 911A(2)(l) and 992B(1)(b) of the *Corporations Act 2001 (the Act)*, the Australian Securities and Investments Commission (*ASIC*) hereby revokes ASIC instrument [05/1224] dated 30th November 2005.
2. Under paragraph 601QA(1)(a) of the Act, ASIC exempts the person referred to in Schedule A from section 601ED of the Act in the case referred to in Schedule B.
3. Under paragraph 911A(2)(l) of the Act, ASIC exempts the person referred to in Schedule A from the requirement to hold an Australian financial services licence for the provision of financial services by that person in relation to dealing in interests in a managed investment scheme of the kind and offered on the basis referred to in Schedule B.
4. Under paragraph 992B(1)(b) of the Act, ASIC exempts an interest in the managed investment scheme referred to in Schedule B from section 992A of the Act:
 - (a) where the interest is being offered by a person referred to in Schedule A – in the case referred to in Schedule B; and
 - (b) where the interest is being offered for sale (other than by a person referred to in Schedule A) – in the case where paragraphs (e), (f) and (i) of Schedule B appear to be complied with.

SCHEDULE A - WHO IS EXEMPT

Norel Nominees Pty Ltd ACN 004 951 080 (*promoter*).

SCHEDULE B – SCHEME EXEMPTED

Operating the managed investment scheme (*scheme*) described in the letter of Herman Partners dated 19 September 2005 to ASIC in relation to Southern Rose Pty. Limited ACN

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005 884 453 and the development of the resort complex known as "Torquay Heights Retreat" located at 220 Great Ocean Road (Lot 3, L/P 99114), Torquay, Victoria developed in accordance with an approval of the Surf Coast Shire dated 20 October 2005, which involves an owner (*investor*) of real property (*strata unit*), in relation to which on 1 March 2000 there was no person who had bought or agreed to buy a strata unit and who, before agreeing to buy, had been offered an interest in the scheme, where all of the following apply:

- (a) the sale of the strata unit is not and was not conditional on participation in the serviced strata scheme;
- (b) each investor and any person operating the managed investment scheme (*operator*) may withdraw from participation in the scheme on no more than 90 days notice and an investor that withdraws will not be bound after that notice expires to allow use of their strata unit except for occupation of the strata unit:
 - (i) by a person other than the operator or an associate of the operator; and
 - (ii) under an agreement that the operator made with that person before the notice of withdrawal was given;
- (c) each investor may, if the investor withdraws from participation in the scheme, appoint another person to manage their strata unit;
- (d) the operator is licensed in relation to the conduct of the letting services under the law of a State or Territory or is a financial services licensee;
- (e) the operator takes reasonable steps to ensure that any part of the scheme property held in cash or on deposit with an Australian ADI or another financial institution is held on trust for the members in a trust account and subject to audit as to whether the moneys have been dealt with in accordance with the terms of the trust by a registered company auditor at least annually;
- (f) if an FFE Fund has been established for an investor, the operator takes reasonable steps to ensure that:
 - (i) the money comprising the FFE Fund is held on trust for the investor in a trust account and subject to audit as to whether the money has been dealt with in accordance with the terms of the trust by a registered company auditor at least annually; and
 - (ii) the balance of the FFE Fund is promptly returned to the investor at the termination of the scheme or upon the investor's withdrawal from the scheme, whichever occurs first;
- (g) no payment is liable to be made by an investor to participate in the scheme other than:
 - (i) payment of money to buy the strata unit;

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- (ii) 1 or more payments of the investor's reasonable proportion of the operator's fees and expenses with respect to the management of the scheme where in any 3 month period the total of such payments relates to a period of no more than 3 months and where:
 - (A) that total is reasonably commensurate with the work done or to be done, or the expenses incurred or likely to be incurred (as the case may be), by the operator during the period to which the payments relate; and
 - (B) where an FFE Fund has been established for the investor — no payment or part thereof is used for the replacement, repair or refurbishment of furniture, fittings and equipment of the strata unit in relation to the period to which the payment relates unless all money in the FFE Fund has first been expended; and
- (iii) where an FFE Fund has been established for the investor — 1 or more payments into the FFE Fund where:
 - (A) each payment is by way of a deduction from rental income of the scheme that would otherwise be paid to the investor in relation to a period and does not exceed 3% of the gross rent attributable to the investor for the period; and
 - (B) the balance of the FFE Fund at all times does not exceed \$5,000 for each strata unit made available by the investor for use as part of the scheme;
- (h) there is no obligation on any person to ensure that other owners of strata units agree to participate in the scheme;
- (i) the resort complex is operated in accordance with a written agreement entered into or to be entered into between an operator and each investor which agreement includes provisions as specified in Schedule C.

SCHEDULE C – PROCEDURES FOR TRANSFERRING MANAGEMENT RIGHTS

1. Transfer of management rights

- (a) If a majority of scheme members advise the operator in writing that they wish to terminate the operator's engagement, the operator must within 9 months transfer the management rights to a person that is chosen by the operator that has not been involved in the operation (including promotion) of the scheme and is not controlled by a person that has been involved in the operation (including promotion) of the scheme.

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- (b) If an operator fails to complete that transfer within the 9 month period, the operator must cause the transfer of the management rights to a replacement operator named in a written notice given by a majority of scheme members, at a price specified in the notice.
- (c) A transfer referred to in paragraphs (a) or (b) must be done as soon as practicable, but if there is a body corporate for the real property to which the scheme relates, there must be a reasonable time for members of the body corporate to consider whether to make a decision referred to in paragraph 2(b) unless the body corporate has consented to the transfer.

2. *Consent of body corporate to new care-taking arrangements*

- (a) If an operator receives a notice under paragraph 1(b) of this Schedule, the operator must advise all body corporate members of the name of the person to whom the transfer is to be made.
- (b) Unless the body corporate has consented to the transfer, an operator does not have to transfer the management rights to the person named in the notice described in paragraph 1(b) of this Schedule if a majority of body corporate members state in writing to the operator that the person should not be engaged by the body corporate to perform care-taking functions.
- (c) If a majority of body corporate members make a decision referred to in paragraph 2(b) of this Schedule, a majority of scheme members may then at any time name a replacement operator by a written notice, to whom the operator must transfer the management rights at a price specified in the notice and the notice will be taken to be given in accordance with paragraph 1(b) of this Schedule.
- (d) This paragraph 2 does not apply if the body corporate or a majority of body corporate members agree in writing to the transfer to the person named in a notice under paragraph 1(b) or 2(c) of this Schedule before that notice is given to the operator.

3. *Price payable on transfer*

The price scheme members specify in a notice under paragraph 1(b) of this Schedule must be 1 of the following:

- (a) the average of 2 valuations of the management rights by independent qualified valuers nominated by the Australian Property Institute (or another relevant independent professional body approved by ASIC); or
 - (b) the highest bona fide bid for the management rights (excluding a bid by the operator or its associates) at an auction of which at least 60 days' notice had been given; or
-

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- (c) the highest bona fide amount tendered (excluding any tender by the operator or its associates) for the management rights following reasonable efforts to market the property for at least 60 days.

4. *Voting*

- (a) In determining if there is a majority of scheme members or body corporate members, the operator and its associates and any person nominated as a replacement operator and associates of that person must not be counted.
- (b) For scheme members, a majority is based on their entitlement to vote at body corporate meetings if there is a body corporate for the property to which the scheme relates, and otherwise each member shall have 1 vote.
- (c) For body corporate members, a majority is based on their entitlement to vote at body corporate meetings.
- (d) A scheme member or a body corporate member makes a decision by signing a document that sets out the decision.

5. *Costs*

- (a) Any member may arrange a valuation or auction of, or may market, the management rights before or after the expiration of the 9 month period referred to in paragraph 1(a) of this Schedule for the purposes of determining a price to be specified in a notice under paragraph 1(b) of this Schedule.
- (b) If a member incurs any reasonable valuation, auction or marketing costs under paragraph 5(a) of this Schedule that member is entitled to be reimbursed out of the price payable by any person nominated by the members as transferee of the management rights when the price is paid to the operator.

6. *Assistance*

The operator must give reasonable assistance to enable the transferee to operate the resort, hotel, motel or serviced apartment complex including making available information concerning any prospective bookings.

7. *Definitions*

In this Schedule:

scheme members means investors in the scheme excluding the operator and its associates;

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management rights means all real or personal property (including contractual rights) held by the operator or any of its associates that facilitates the operation of the scheme; and

transfer in relation to management rights means to assign or transfer the management rights or to cause another person to become the holder of those rights or rights substantially the same as those rights.

Interpretation

In this instrument:

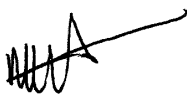
FFE Fund means a fund established for an investor consisting of money paid by the investor and any interest accrued on that money, to be used from time to time in accordance with the written agreement referred to in paragraph (i) of Schedule B for the replacement, repair or refurbishment of furniture, fittings and equipment of the strata unit made available by the investor for use as part of the scheme; and

offer is to be interpreted in accordance with subsection 1010C(2) of the Act.

Commencement

This instrument commences on gazettal.

Dated this 27th day of November 2006.



Signed by Matthew Karakoulakis
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 paragraph 741(1)(b) 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:

- "(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; and
 - (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 or 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

A shareholder or option holder of Golden China (including a holder of CHESSESS depositary interests over such securities) who makes an offer for sale of a kind referred to in Schedule B.

Schedule B

An offer of securities in Golden China (including CHESSESS depositary interests over such securities) for sale where:

- (a) those securities were issued by Golden China on or after 27 October 2006:
 - (i) following the exercise of options:
 - (A) issued under the Option Scheme; and
 - (B) issued without disclosure to investors under Part 6D.2 of the Act because subsection 708(17) applied to the issue; or

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- (ii) following the exercise of options:
 - (A) issued under the Option Cancellation Deeds in connection with and disclosed in the explanatory statement in relation to the Schemes; and
 - (B) issued without disclosure to investors under Part 6D.2 of the Act because subsections 708(1), 708(10) or 708(11) applied to the issue; and
- (b) the explanatory statement in relation to the Schemes contains a clear description of the relief provided by this declaration.

Interpretation

In this instrument:

Golden China means Golden China Resources Corporation, a corporation incorporated under the laws of Canada.

Michelago means Michelago Limited ACN 057 816 609

offer for sale includes an invitation to purchase

Option Cancellation Deeds means the deeds entered into prior to the Schemes becoming effective under subsection 411(10) of the Act between Michelago, Golden China and the holders of unlisted options over Michelago shares, as described in the explanatory statement in relation to the Schemes

Option Scheme means the proposal by Michelago under which listed options in Michelago are to be cancelled in consideration for the issue of listed options (or CHESSE depository interests over such options) in Golden China pursuant to a scheme of arrangement under Part 5.1 of the Act, the draft explanatory statement in respect of which was provided to ASIC on or about 27 October 2006

Schemes means the Share Scheme and the Option Scheme

Share Scheme means the proposal by Michelago under which listed shares in Michelago are to be cancelled in consideration for the issue of listed shares (or CHESSE depository interests over such shares) in Golden China pursuant to a scheme of arrangement under Part 5.1 of the Act, the draft explanatory statement in respect of which was provided to ASIC on or about 27 October 2006

Dated this 24 November 2006



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



06/1011

ASIC

Australian Securities & Investments Commission

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

Notice of Cancellation of an Australian Financial Services Licence

TO: Registered Mortgages Limited, ACN 089 498 822 ("the Licensee")
40-42 Scott Street, Dandenong Vic. 3175

Pursuant to section 915B(3)(d) of the **Corporations Act 2001**, the Australian Securities and Investments Commission hereby cancels Licence Number 223026 held by the Licensee with effect from the date on which this notice is given to the Licensee.

Dated this 23 November 2006

Signed

A handwritten signature in black ink, appearing to be 'George Podaras', written over a dotted line.

George Podaras, a delegate of the Australian Securities and Investments
Commission

NOTICE UNDER SECTION 920E OF THE CORPORATIONS ACT 2001

06/1013

Notice is hereby given under section 920E of the Corporations Act 2001 that the Australian Securities and Investments Commission has made an order, a copy of which is set out below, which order took effect on the date of service of the order on the person to whom it relates, being 27 October 2006.

AUSTRALIAN SECURITIES AND INVESTMENTS COMMISSION

IN THE MATTER OF KAREN MICHELLE HOLZHEIMER

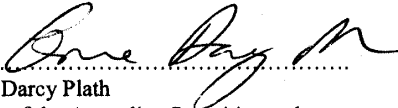
SECTIONS 920A AND 920B OF THE CORPORATIONS ACT 2001

To: Ms Karen Michelle Holzheimer
13 Rosemoor Court
Glenella Queensland 4740

ORDER UNDER SECTIONS 920A AND 920B OF THE
CORPORATIONS ACT 2001

TAKE NOTICE that under paragraph 920A(1)(f) and section 920B of the Corporations Act 2001 the Australian Securities and Investments Commission prohibits Karen Michelle Holzheimer from providing any financial services for a period of three years.

Dated this 23rd day of October 2006.

Signed: 
Graeme Darcy Plath
Delegate of the Australian Securities and
Investments Commission

Your attention is drawn to sections 920C and 1311 of the Corporations Act 2001 that provide that a person commits an offence if they engage in conduct that breaches a banning order that has been made against them (Penalty \$2,750 or imprisonment for 6 months or both).

06/1014

NOTICE UNDER SECTION 920E OF THE CORPORATIONS ACT 2001

Notice is given under section 920E of the Corporations Act 2001 that the Australian Securities and Investments Commission has made an order in the terms set out below, which order took effect on the date on which it was served on the person to whom it relates, being 12 October 2006.

AUSTRALIAN SECURITIES & INVESTMENTS COMMISSION


IN THE MATTER OF MATTHEW DAVID LEECH

**BANNING ORDER UNDER SECTIONS 920A AND 920B
OF THE CORPORATIONS ACT 2001**

To: Matthew David Leech
418 Olympic Parade
Maiden Gully Vic 3551

TAKE NOTICE that under sections 920A(1)(f) and s920B(2) of the Corporations Act 2001 the Australian Securities & Investments Commission prohibits Matthew David Leech from providing any financial services permanently.

Dated this 24th day of October 2006

Signed: 
Casandra Francas
Delegate of the Australian Securities &
Investments Commission

Your attention is drawn to subsection 920C(2) of the Corporations Act 2001 which provides that a person must not engage in conduct which breaches a banning order that has been made against the person. Contravention of subsection 920C(2) is an offence.

06/1015

NOTICE UNDER SECTION 920E OF THE CORPORATIONS ACT 2001

Notice is hereby given under section 920E of the Corporations Act 2001 that the Australian Securities and Investments Commission has made an order, a copy of which is set out below, which order took effect on the date of service of it on the person to whom it relates, being 31 October 2006.

**AUSTRALIAN SECURITIES AND
INVESTMENTS COMMISSION
IN THE MATTER OF
GRAHAM MICHAEL BRECKER
AND PART 7.6 OF THE CORPORATIONS ACT 2001**

**To: GRAHAM MICHAEL BRECKER
15a Greenslade Street
Hamilton Hill WA 6163**

**BANNING ORDER UNDER SECTION 920A
OF THE CORPORATIONS ACT 2001**

TAKE NOTICE that **UNDER SECTION 920A** of the Corporations Act 2001 the Australian Securities and Investments Commission **PROHIBITS GRAHAM MICHAEL BRECKER PERMANENTLY** from providing any financial services.

Dated this 24th day of October 2006

Signed: 

Valdemar Malinaric
Delegate of the
Australian Securities and Investments Commission.

Your attention is drawn to subsection 920C(2) of the Corporations Act 2001 which provides that a person must not engage in conduct that breaches a banning order that has been made against the person. Contravention of subsection 920C(2) is an offence.

06/1016

NOTICE UNDER SECTION 920E OF THE CORPORATIONS ACT 2001

Notice is hereby given under section 920E of the Corporations Act 2001 that the Australian Securities and Investments Commission has made an order, a copy of which is set out below, which order took effect on the date of service of it on the entity to whom it relates, being 7 November 2006.

**AUSTRALIAN SECURITIES AND
INVESTMENTS COMMISSION
IN THE MATTER OF
AUSTRALIAN BUSINESS INSURANCE ADVISERS
(ABIA) PTY LTD ACN 081 402 379
AND
PART 7.6 OF THE CORPORATIONS ACT 2001**

**To: AUSTRALIAN BUSINESS
INSURANCE ADVISERS (ABIA)
PTY LTD ACN 081 402 379
Unit 2
6 Hume Street
Adelaide SA 5000**

**BANNING ORDER UNDER SECTION 920A
OF THE CORPORATIONS ACT 2001**

TAKE NOTICE that UNDER SECTION 920A of the Corporations Act 2001 the Australian Securities and Investments Commission PROHIBITS AUSTRALIAN BUSINESS INSURANCE ADVISERS (ABIA) PTY LTD ACN 081 402 379 from providing any financial services for a period of TWO (2) YEARS.

Dated this 6th day of November 2006.

Signed:..........

**Valdemar Malinaric
Delegate of the
Australian Securities and Investments Commission.**

Your attention is drawn to subsection 920C(2) of the Corporations Act 2001 which provides that a person must not engage in conduct that breaches a banning order that has been made against the person. Contravention of subsection 920C(2) is an offence.

06/1017

NOTICE UNDER SECTION 920E OF THE CORPORATIONS ACT 2001

Notice is hereby given under section 920E of the Corporations Act 2001 that the Australian Securities and Investments Commission has made an order, a copy of which is set out below, which order took effect on the date of service of it on the person to whom it relates, being 7 November 2006.

**AUSTRALIAN SECURITIES AND
INVESTMENTS COMMISSION
IN THE MATTER OF
WENDY FRANKE
AND
PART 7.6 OF THE CORPORATIONS ACT 2001**

**To: WENDY FRANKE
Unit 2
6 Hume Street
Adelaide SA 5000**

**BANNING ORDER UNDER SECTION 920A
OF THE CORPORATIONS ACT 2001**

TAKE NOTICE that **UNDER SECTION 920A** of the Corporations Act 2001 the Australian Securities and Investments Commission **PROHIBITS WENDY FRANKE** from providing any financial services for a period of **ONE (1) YEAR**.

Dated this 6th day of November 2006.

Signed:.....

Valdemar Malinaric
Delegate of the
Australian Securities and Investments Commission.

Your attention is drawn to subsection 920C(2) of the Corporations Act 2001 which provides that a person must not engage in conduct that breaches a banning order that has been made against the person. Contravention of subsection 920C(2) is an offence.

06/1018

NOTICE UNDER SECTION 920E OF THE CORPORATIONS ACT 2001

Notice is hereby given under section 920E of the Corporations Act 2001 that the Australian Securities and Investments Commission has made an order, a copy of which is set out below, which order took effect on the date of service of it on the person to whom it relates, being 7 November 2006.

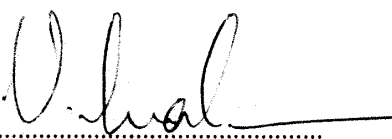
**AUSTRALIAN SECURITIES AND
INVESTMENTS COMMISSION
IN THE MATTER OF
TERENCE MALCOLM FRANKE
AND
PART 7.6 OF THE CORPORATIONS ACT 2001**

To: **TERENCE MALCOLM FRANKE**
Unit 2
6 Hume Street
Adelaide SA 5000

**BANNING ORDER UNDER SECTION 920A
OF THE CORPORATIONS ACT 2001**

TAKE NOTICE that **UNDER SECTION 920A** of the Corporations Act 2001 the Australian Securities and Investments Commission **PROHIBITS TERENCE MALCOLM FRANKE** from providing any financial services for a period of **TWO (2) YEARS**.

Dated this 6th day of November 2006.

Signed:.....

Valdemar Malinaric
Delegate of the
Australian Securities and Investments Commission.

Your attention is drawn to subsection 920C(2) of the Corporations Act 2001 which provides that a person must not engage in conduct that breaches a banning order that has been made against the person. Contravention of subsection 920C(2) is an offence.

06/1019

NOTICE UNDER SECTION 920E OF THE CORPORATIONS ACT 2001

Notice is hereby given under section 920E of the Corporations Act 2001 that the Australian Securities and Investments Commission has made an order, a copy of which is set out below, which order took effect on the date of service of it on the person to whom it relates, being 7 November 2006.

**AUSTRALIAN SECURITIES AND
INVESTMENTS COMMISSION
IN THE MATTER OF
CRAIG MAURICE FRANKE
AND
PART 7.6 OF THE CORPORATIONS ACT 2001**

**To: CRAIG MAURICE FRANKE
Unit 3
6 Hume Street
Adelaide SA 5000**

**BANNING ORDER UNDER SECTION 920A
OF THE CORPORATIONS ACT 2001**

TAKE NOTICE that **UNDER SECTION 920A** of the Corporations Act 2001 the Australian Securities and Investments Commission **PROHIBITS CRAIG MAURICE FRANKE** from providing any financial services for a period of **TWO (2) YEARS**.

Dated this 6th day of November 2006.

Signed: 

Valdemar Malinaric
Delegate of the
Australian Securities and Investments Commission.

Your attention is drawn to subsection 920C(2) of the Corporations Act 2001 which provides that a person must not engage in conduct that breaches a banning order that has been made against the person. Contravention of subsection 920C(2) is an offence.

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**Australian Securities And Investments Commission
Corporations Act 2001 – Paragraphs 655A(1)(b) and 673(1)(b) - Declaration**

Pursuant to subsections 655A(1) and 673(1) of the Corporations Act 2001 ("Act") the Australian Securities and Investments Commission ("ASIC") declares that Chapters 6 and 6C of the Act apply to the persons named in Schedule A in the case referred to in Schedule B as if:

1. section 609 of the Act were modified or varied by adding after subsection (13):

“(14) A person does not have a relevant interest in securities merely because they apply restrictions on the disposal of the securities by the holder”; and
2. Part 6C.1 of the Act were modified or varied by adding after section 671BA:

“671BB For the purposes of section 671B and the definition of *substantial holding* in section 9, a person has a relevant interest in securities if the person would have a relevant interest in the securities but for subsection 609(14)”.

SCHEDULE A

Byte Power Group Ltd ACN 009 268 571 ("Company").

SCHEDULE B

An acquisition of a relevant interest in securities of the Company ("Escrowed Securities") arising as the result of the entry into escrow agreements ("Escrow Agreements") between the Company and each of the persons named in Schedule C ("Security Holders") that:

- (a) are in connection with the acquisition by the Company of Banko Intelligence Equipment Pte Limited;
- (b) restrict disposal of, but not the exercise of voting rights attaching to, the Escrowed Securities;
- (c) terminate no later than 2 years after the date of execution of the relevant Escrow Agreement;
- (c) allow the Security Holders to accept into a takeover bid where:
 - (i) holders of at least half of the bid class securities that are not subject to the Escrow Agreements to which the offer under the bid relates have accepted; and

- (ii) the Escrow Agreements require that the Escrowed Securities be returned to escrow if the bid does not become unconditional;
- (f) allow the Escrowed Securities to be transferred or cancelled as part of a merger by scheme of arrangement; and
- (g) are substantially in the form provided to ASIC on 14 November 2006.

SCHEDULE C

BIE Bridge Linker Holding Limited (incorporated in the British Virgin Islands with registration number UF43792Z)
Portchester Asset Management Limited (incorporated in the British Virgin Islands with registration number UF43637D)
Tech Pacific Australia Pty Ltd ACN 000 628 400

Dated 28 November 2006



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



06/1021

ASIC

Australian Securities & Investments Commission

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

Pursuant to paragraph 601QA(1)(b) of the *Corporations Act 2001 (Act)* the Australian Securities and Investments Commission (ASIC) declares that Chapter 5C of the Act applies to each person referred in Schedule A in the case set out in Schedule B as if Chapter 5C were modified or varied as follows:

1. after paragraph 601GAA(9) as notionally inserted into the Act by ASIC Class Order [CO 05/26], insert:

“(9A) The responsible entity may set the issue price of an interest in the scheme that is a component of a stapled security where all of the following apply:

- (a) the stapled security is quoted on:
 - (i) the financial market of ASX; or
 - (ii) an approved foreign exchange;and the quotation of the stapled security is not suspended;
- (b) the stapled security is issued at the current market price, as defined in the scheme's constitution;
- (c) the scheme's constitution provides that the responsible entity may allocate a proportion of the issue price of the stapled security to an interest in the scheme;
- (d) the responsible entity allocates a proportion of the issue price of the stapled security to an interest in the scheme in accordance with the scheme's constitution;
- (e) any acquisition of interests in the scheme by the responsible entity or an associate of the responsible entity is subject to terms and conditions that:
 - (i) would not disadvantage members of the scheme; and
 - (ii) treat members who hold interests of the same class equally and members who hold interests of different classes fairly.”;

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2. omit paragraph 601FC(1)(c) and substitute:
 - “(c) act in the best interests of members (including having regard to interest holders in the scheme may have as holders of other financial products, where their interest in the scheme and the other financial products are components of a stapled security) and, if there is a conflict between the interests of the members in the scheme and the interests of the responsible entity, give priority to the interests of such members; and”;
3. omit paragraph 601FD(1)(c) and substitute:
 - “(c) act in the best interests of members (including having regard to interest holders in the scheme may have as holders of other financial products, where their interest in the scheme and the other financial products are components of a stapled security) and, if there is a conflict between the interests of the members in the scheme and the interests of the responsible entity, give priority to the interests of such members; and”;
4. insert after subsection 208(2) of the Act as notionally inserted by section 601LC:
 - “(2A) Where an interest in a scheme is a component part of a stapled security, member approval is not required for the giving of a financial benefit, and the benefit need not be given within 15 months, if:
 - (a) the benefit either:
 - (i) is given out of the scheme property of a registered scheme; or
 - (ii) could endanger the scheme property; and
 - (b) the benefit is given by:
 - (i) the responsible entity; or
 - (ii) an entity that the responsible entity controls; or
 - (iii) an agent of, or person engaged by, the responsible entity; and
 - (c) the benefit is given to any of the issuers of the stapled securities, or a wholly owned entity of any of such issuers or of the scheme, or any entity wholly owned, whether directly or indirectly, jointly by the scheme and such issuers or any of them.
 - (2B) For the purposes of this section:
 - (a) An entity is wholly owned by another entity or entities if all of the shares or interests (as applicable) in the first-mentioned entity are:
 - (i) in the case of the second mentioned entity or entities being one or more companies, beneficially owned by the second-

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mentioned entity or a wholly owned entity of any of them;
or

- (ii) in the case of the second-mentioned entity or entities being one or more registered schemes, form part of the scheme property of the second-mentioned entity or a wholly owned entity of any of them; and

- (b) A reference to the giving of a benefit to an entity which is a trust is a reference to the giving of a benefit to the trustee of the trust so as to form part of the trust property of the trust or for the benefit of the trust beneficiaries.”;

5. insert after section 601PC:

“601PD For the purposes of this Chapter:

stapled security means two or more financial products (including at least one interest in a registered scheme) where:

- (a) under the terms on which each of the financial products are to be traded, they must be transferred together; and
- (b) there are no financial products in the same class as those financial products which may be transferred separately.

Schedule A

Cromwell Property Securities Limited ACN 079 147 809 in its capacity as responsible entity of Cromwell Diversified Property Trust ARSN 102 982 598 (**Trust**).

Schedule B

Where each interest in the Trust must, under the terms upon which it is to be traded, only be transferred together with a share in Cromwell Corporation Limited ACN 001 056 980.

Interpretation

In this instrument:

ASX means the Australian Stock Exchange Limited ACN 008 624 691

Dated this 28th day of November 2006



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



06/1022

ASIC

Australian Securities & Investments Commission

**Australian Securities and Investments Commission
Corporations Act 2001 – Paragraphs 741(1)(b), 1020F(1)(a) and 1020F(1)(c) –
Exemption and Declaration**

1. Under paragraph 741(1)(b) of the *Corporations Act 2001* (Act) the Australian Securities and Investments Commission (ASIC) declares that Chapter 6D of the Act applies to the persons specified in Schedule A, in the case specified in Schedule B as if:

- (a) subsection 723(1) of the Act were omitted; and
- (b) subsection 734(6) of the Act were modified and varied by omitting the words "; and" and substituting "." and omitting paragraph (b).

2. Under paragraph 741(1)(b) of the Act ASIC declares that Chapter 6D of the Act applies to the persons specified in Schedule A, in the case specified in Schedule C as if paragraph 734(5)(a) of the Act were modified and varied by omitting paragraph (ii).

3. Under paragraph 1020F(1)(a) of the Act ASIC exempts the persons specified in Schedule A in the case specified in Schedule B from subsection 1016A(2) of the Act.

4. Under paragraph 1020F(1)(c) of the Act ASIC declares that Part 7.9 of the Act applies to the persons specified in Schedule A, in the case referred to in Schedule B, as if:

- (a) section 1013B of the Act were modified or varied by:
 - (i) omitting "The title" from subsection 1013B(1) and substituting "Subject to section 1013N, the title";
 - (ii) omitting "In any other part" from subsection 1013B(2) and substituting "Subject to section 1013N, in any other part"; and
- (b) Subdivision C of Division 2 of Part 7.9 of the Act were modified or varied by adding after section 1013M:

"1013N Combining a Product Disclosure Statement, a prospectus and an explanatory statement in a single document

- (1) Subject to this section, a Product Disclosure Statement, a prospectus and an explanatory statement, may be combined in one or more documents (*an Explanatory Memorandum (EM)*).

- (2) The title "Explanatory Memorandum" must appear on the front cover of the EM and the EM must clearly explain at or near the front of the EM that the EM comprises of a PDS, a prospectus and an explanatory statement.
 - (3) In this section, "explanatory statement" means a statement pursuant to Part 5.1 in relation to a scheme of arrangement."; and
- (c) section 1015C were modified or varied by:
- (a) in subparagraph (1)(a)(ii) omitting "and" and substituting "or";
 - (b) in paragraph (1)(a) inserting a new subparagraph (iii):
 - "(iii) sent to the person, at the person's address in the register of members maintained by a company or registered scheme under section 168; and".

Schedule A

Cromwell Corporation Limited ACN 001 056 980 (CCL)

Cromwell Property Securities Limited ACN 079 147 809 (CPSL) in its capacity as responsible entity of the Cromwell Diversified Property Trust ARSN 102 982 598 (CDPT), the Planned Investments Trusts and the Property Trusts.

Schedule B

The offer to issue, offer to arrange to issue or issue of units in CDPT and the Property Trusts and shares in CCL in connection with a proposal to restructure CCL, CDPT, the Planned Investments Trusts and the Property Trusts where:

- (a) at a shareholders' meeting relating to a proposed scheme of arrangement, shareholders in CCL are asked to vote on a proposal to issue shares in CCL to members of CDPT, and for the shares in CCL and the interests in CDPT to be quoted together on the licensed financial market operated by ASX as stapled securities; and
- (b) at members' meetings of the Planned Investments Trusts, members of the Planned Investments Trusts are asked to vote on a proposal to issue interests in the Property Trusts to members of the Planned Investments Trusts or to acquire interests in CDPT in exchange for Planned Investments Trusts interests; and
- (c) at members' meetings of the Property Trusts, members of the Property Trusts are asked to vote on a proposal to issue interests in the Property Trusts to members of the Planned Investments Trusts and to acquire interests in CDPT in exchange for Property Trusts interests; and
- (d) at a members' meeting of members of CDPT, members of CDPT are asked to vote on a proposal to amend the constitution of CDPT to issue interests in CDPT to members of the Property Trusts and to shareholders in CCL, and for the

interests in CDPT and the shares in CCL to be quoted together on licensed financial market operated by ASX as stapled securities; and

- (e) prior to the meetings referred to in subparagraphs (a) to (d), CCL give to shareholders in CCL, and CPSL give to members of CDPT, the Property Trusts and the Planned Investments an Explanatory Memorandum (**EM**) lodged with ASIC on 30 October 2006 relating to the restructure by sending the EM to the address of the shareholder shown in the register of members of CCL, or the address of the member shown in the relevant register of members of CDPT, the Property Trusts or the Planned Investments Trusts, as the case may be; and
- (f) the EM clearly explains at or near the front that it incorporates a Product Disclosure Statement, a prospectus and an explanatory statement for the purposes of Part 5.1 of the Act.

Schedule C

Any publication or notice regarding the issue of shares in CCL (including as a component of stapled securities), which occurs prior to the Explanatory Memorandum being lodged with ASIC.

Interpretation:

In this instrument:

ASX means the Australian Stock Exchange Limited ACN 008 624 691.

Explanatory Memorandum means one or more documents, given together, which meets the content requirements of a Product Disclosure Statement, a prospectus and an explanatory statement under the Act.

explanatory statement has the meaning given by section 412 of the Act.

Planned Investments Trusts means Cromwell Planned Investment – No 3 ARSN 093 304 888, Cromwell Goulburn Street Planned Investment ARSN 099 644 238, Cromwell Mary Street Planned Investment ARSN 095 353 932, Cromwell Northbourne Planned Investment ARSN 097 712 662 and Terrace Office Park Planned Investment ARSN 086 376 258.

Product Disclosure Statement has the meaning given by section 761A of the Act.

Property Trusts means Cromwell Northbourne Property Trust ARSN 097 712 644, Cromwell Mary Street Property Trust ARSN 095 353 825, Cromwell Goulburn Street Property Trust ARSN 099 644 381, Cromwell Property Trust – No 3 ARSN 093 304 815 and Terrace Office Park Property Trust ARSN 086 376 267.

scheme of arrangement means a compromise or arrangement pursuant to Part 5.1 of the Act.

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stapled security means a share in CCL and an interest in CDPT which must, on the terms on which they are traded, only be transferred together.

Dated this 28th day of November 2006



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



06/1023

ASIC

Australian Securities & Investments Commission

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

Pursuant to paragraph 601QA(1)(a) of the *Corporations Act 2001* (Act) the Australian Securities and Investments Commission (ASIC) exempts Cromwell Property Securities Limited ACN 079 147 809 (RE) in its capacity as responsible entity of the schemes listed in Schedule A (Schemes) from paragraph 601FC(1)(d) to the extent that it requires the responsible entity to treat members of the same class equally in the case specified in Schedule B.

Pursuant to paragraph 601QA(1)(a) of the Act ASIC exempts the RE in its capacity as responsible entity of the Cromwell Mary Street Planned Investment ARSN 095 353 932 (Mary Street Trust) from paragraph 601FC(1)(d) to the extent that it requires the responsible entity to treat members of the same class equally in the case specified in Schedule C.

Pursuant to paragraph 601QA(1)(a) of the Act ASIC exempts the RE in its capacity as responsible entity of the Cromwell Diversified Property Trust ARSN 102 982 598 (CDPT) from paragraph 601FC(1)(d) to the extent that it requires the responsible entity to treat members of the same class equally in the case specified in Schedule D.

Schedule A

CDPT, Cromwell Planned Investment – No 3 ARSN 093 304 888, Cromwell Goulburn Street Planned Investment ARSN 099 644 238, Mary Street Trust, Cromwell Northbourne Planned Investment ARSN 097 712 662, Terrace Office Park Planned Investment ARSN 086 376 258, Cromwell Northbourne Property Trust ARSN 097 712 644, Cromwell Mary Street Property Trust ARSN 095 353 825, Cromwell Goulburn Street Property Trust ARSN 099 644 381, Cromwell Property Trust – No 3 ARSN 093 304 815 and Terrace Office Park Property Trust ARSN 086 376 267.

Schedule B

Where:

1. the RE acts in accordance with a provision of CDPT's constitution to the effect that it may dispose of (or arrange the disposal of) interests in CDPT held by the Foreign Holders on their behalf under the Security Sale Facility;

2. the RE reasonably considers that to cause Foreign Holders to dispose of their interests in CDPT under the Security Sale Facility would:
 - (a) be in the best interests of members; and
 - (b) not be unfair to those Foreign Holders;
3. the sale or disposal of the Stapled Securities under the Security Sale Facility is made through an arrangement between the Broker and the Foreign Holders where by the Broker is under an obligation to conduct a sale process with the objective of selling the resulting Stapled Securities at the best price reasonably obtainable at the time of the relevant sale;
4. the Explanatory Memorandum describes the Security Sale Facility including:
 - (a) the relevant contact details, including telephone numbers, which would enable Foreign Holders to ascertain the number of Stapled Securities held which may be sold pursuant to the offer or invitation under the Security Sale Facility; and
 - (b) a statement that all Foreign Holders who would be eligible to receive Stapled Securities as at the Stapling Record Date will participate in the Security Sale Facility;
5. the Foreign Holders are sent their share of the proceeds received upon the disposal of the Stapled Securities sold pursuant to the Security Sale Facility within 10 business days after the sales of all Stapled Securities sold pursuant to the Security Sale Facility are settled.

Schedule C

Where, in connection with a proposal to merge the Mary Street Trust with CDPT, the RE:

1. at a meeting of members of the Mary Street Trust, members of the Mary Street Trust are asked to vote on a proposal to merge the Mary Street Trust with CDPT, and to allow the RE to do all things on behalf of Mary Street Trust members to facilitate the merger (**the Merger Proposal**); and
2. prior to the meeting referred to in paragraph 1 the RE gives to members in the Mary Street Trust, a Notice of Meeting and Explanatory Memorandum (**Scheme Documents**) lodged with ASIC on 30 October 2006 relating to the merger by sending the Scheme Documents to the address of the Mary Street Trust members shown in the register of the Mary Street Trust; and
3. the Explanatory Memorandum explains that units in the Mary Street Trust owned by the RE in its personal capacity will be excluded from the Merger Proposal, the reasons for the exclusion, and that the RE, as a member of the Mary Street Trust will be treated differently from other Mary Street Trust members; and

4. the RE reasonably considers that it would be in the best interest of members that units in the Mary Street Trust owned by the RE in its personal capacity be excluded from the Merger Proposal, and that the RE, as a member of the Mary Street Trust will be treated differently from other Mary Street Trust members.

Schedule D

Where, in connection with a proposal to staple units in CDPT to shares in Cromwell Corporation Limited ACN 001 056 980 (**CCL**):

1. at a meeting of members of CDPT, members of CDPT are asked to vote on a proposal to staple units in CDPT to shares in CCL, and to allow the RE to do all things on behalf of CDPT members to facilitate the stapling (**the Stapling Proposal**); and
2. prior to the meeting referred to in paragraph 1 the RE gives to members in CDPT, a Notice of Meeting and Explanatory Memorandum (**Scheme Documents**) lodged with ASIC on 30 October 2006 relating to the stapling by sending the Scheme Documents to the address of CDPT members shown in the register of CDPT; and
3. the Explanatory Memorandum explains that units in CDPT owned by CCL will be excluded from the Stapling Proposal, the reasons for the exclusion, and that CCL, as a member of CDPT will be treated differently from other CDPT members; and
4. the RE reasonably considers that it would be in the best interest of members that units in CDPT owned by CCL be excluded from the Stapling Proposal, and that CCL, as a member of CDPT will be treated differently from other CDPT members.

Interpretation

In this instrument:

Broker means ABN AMRO Morgans Limited ACN 010 669 726.

Explanatory Memorandum means one or more documents, given together, which meets the content requirements of a prospectus, a Product Disclosure Statement and an explanatory statement under Part 5.1 of the Act.

explanatory statement has the meaning given by section 412 of the Act.

Foreign Holders means a member of CDPT whose address in the register of members of CDPT is a place outside Australia (and its external territories) and New Zealand.

Product Disclosure Statement has the meaning given by section 761A of the Act.

Security Sale Facility means a facility for compulsory sale of units in CDPT held by Foreign Holders as described in the Explanatory Memorandum.

Stapled Securities means a share in CCL and an interest in CDPT which must, on the terms on which they are traded, only be transferred together.

Stapling Record Date means the date for the stapling of shares in CCL to units in CDPT being on or about 18 December 2006.

Dated this 28th day of November 2006



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



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ASIC

Australian Securities & Investments Commission

**Australian Securities and Investments Commission
Corporations Act 2001 – Paragraphs 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 in Schedule A from section 1019F of the Act in the case specified in Schedule B on the conditions in Schedule C for as long as they are met.

Schedule A

1. Cromwell Corporation Limited ACN 001 056 980 (CCL)
2. Cromwell Property Securities Limited ACN 079 147 809 (CPSL)
3. ABN AMRO Morgans Limited ACN 010 669 726 (Broker)

Schedule B

An invitation to an Eligible Shareholder or Eligible Unitholder to make an offer to sell or dispose of CCL Shares or CDPT Units (**the Invitation**) where:

1. The Invitation is made in writing and included in the Explanatory Memorandum dated 30 October 2006; and
2. The sale or disposal of the CCL Shares and CDPT Units under the Security Sale Facility is made through an arrangement between the Broker and the Eligible Shareholders and Eligible Unitholders or the Broker and CCL or CPSL as agent and attorney for the Eligible Shareholders and Eligible Unitholders whereby the Broker is under an obligation to sell Stapled Securities at the best price reasonably obtainable at the time of the relevant sale.

Schedule C

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

1. the relevant contact details including telephone numbers, which would enable an Eligible Shareholder or Eligible Unitholder to ascertain the number of CCL Shares or CDPT Units held by the Eligible Shareholder or Eligible Unitholder (as the case may be) which may be sold pursuant to the Invitation;

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2. a statement that an Eligible Shareholder or an Eligible Unitholder may sell some or all of their CCL Shares or CDPT Units (as the case may be) pursuant to the Invitation;
3. a statement that in relation to an Eligible Shareholder or an Eligible Unitholder who is a Foreign Securityholder, that Eligible Shareholder or an Eligible Unitholder will appoint CCL or CPSL (as the case may be) as their agent and attorney to sell all of their CCL Shares or CDPT Units (as the case may be) pursuant to the Invitation;
4. that the price of Stapled Securities will be subject to change from time to time;
5. that the total consideration to be received by Eligible Shareholders or Eligible Unitholders to accept the Invitation and who choose the Security Sale Facility for the transfer of their CCL Shares or CDPT Units to the Broker may be more or less than the total market value of their CCL Shares and CDPT Units when stapled to become a Stapled Security from commencement of trading on the licensed financial market operated by the ASX;
6. how up to date information on the price of Stapled Securities can be obtained;
7. a statement that Eligible Shareholders who do not wish to receive Stapled Securities and who do not wish to accept the Invitation may sell their CCL Shares on the licensed financial market operated by the ASX at any time up until the last day for trading in CCL Shares, which is expected to be 11 December 2006;
8. information about expenses payable by Eligible Shareholders or Eligible Unitholders relating to the service provided by the Broker to Eligible Shareholders or Eligible Unitholders to accept the Invitation;
9. information about any other significant characteristics or features of the Invitation or of the rights, terms, conditions and obligations attaching to an acceptance of the Invitation including, without limitation:
 - (a) the period during which the Invitation remain open;
 - (b) a description of the manner in which the sale of CCL Shares, CDPT Units and Stapled Securities will be conducted, how Stapled Securities will be sold and how the sale price to be received by Eligible Shareholders and Eligible Unitholders who accept the Invitation will be determined;
 - (c) if any other persons mentioned in Schedule A makes other information relating to the Invitation available to Eligible Shareholders, Eligible Unitholders or to other persons or generally – a statement of how that information may be accessed; and

- (d) if the Invitation is made up of two or more separate documents – all of the documents are given to the Eligible Shareholder or Eligible Unitholder at the same time.

Interpretation

In this instrument:

ASX means Australian Stock Exchange Limited ACN 008 624 691.

Broker means ABN AMRO Morgans Limited ACN 010 669 726.

CCL Register means the register of members maintained by CCL in accordance with section 168 of the Act.

CCL Shares means ordinary shares in CCL traded on the ASX.

CDPT means Cromwell Diversified Property Trust ARSN 102 982 598.

CDPT Register means the register of members maintained by CPSL at responsible entity of CDPT in accordance with section 168 of the Act.

CDPT Units means units in CDPT.

Eligible Shareholder means each person or persons who, according to the CCL Share Register, has a holding of CCL Shares as at the Stapling Record Date.

Eligible Unitholder means each person or persons who, according to the CDPT Register, has a holding of CDPT Units as at the Stapling Record Date.

Explanatory Memorandum means a document or documents dated on 30 October 2006 which together constitute an explanatory statement, a prospectus and a Product Disclosure Statement for the purposes of the Act.

explanatory statement has the meaning given by section 412 of the Act.

Foreign Securityholder means any Eligible Shareholder or Eligible Unitholder whose registered address in the CCL Register or CDPT Register is outside of Australia or New Zealand.

Product Disclosure Statement has the meaning given by section 761A of the Act.

Security Sale Facility means a facility where Eligible Shareholders or Eligible Unitholders (or CCL or CPSL on behalf of Foreign Securityholders) may accept the Invitation and also elect to receive cash in consideration for the sale of the Stapled Securities to which they would become entitled to on the Stapling Record Date.

Stapling Record Date means the date for the stapling of CCL Shares to CDPT Units being on or about 18 December 2006.

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Stapled Security means a CCL Share and a CDPT Unit which must, on the terms on which they were traded, only be transferred together.

Dated this 28th day of November 2006



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



06/1025

ASIC

Australian Securities & Investments Commission

**Australian Securities and Investments Commission
Corporations Act 2001 – Paragraphs 741(1)(b) and 1020F(1)(c) –
Declaration**

Under paragraph 741(1)(b) of the *Corporations Act 2001* (Act), the Australian Securities and Investments Commission (ASIC) declares that Chapter 6D.2 applies to the person referred to in Schedule A in the case specified in Schedule C as if subsection 708(13) were modified by:

1. omitting paragraph 708(13)(b) and substituting:
 - “(b) an offer of fully-paid shares in a body to one or more existing holders of shares in the body, under a plan for the reinvestment of one or both of:
 - (i) dividends in respect of shares in the body;
 - (ii) distributions in respect of interests in one or more registered managed investment schemes which, on the terms on which they may be traded, must only be transferred together with shares in the body.”.

Under paragraph 1020F(1)(c) of the Act, ASIC declares that Part 7.9 of the Act applies to the persons referred to in Schedule B in the case set out in Schedule C as if:

1. subsection 1010A(1) were modified by omitting “section 1017F” and substituting “sections 1012D and 1017F,”;
2. subsection 1012D(3) were modified by:
 - (a) omitting “either” at the beginning of paragraph 1012D(3)(b) and substituting “one or more of the following applies”;
 - (b) omitting “or” at the end of subparagraph 1012D(3)(b)(i);
 - (c) omitting “.” at the end of subparagraph 1012D(3)(b)(ii) and substituting “,”;
 - (d) after subparagraph 1012D(3)(b)(ii) inserting:
 - “(iii) in a recommendation situation – the advice that constitutes the relevant conduct relates to an offer of interests in one or more registered managed investment schemes, under a plan for the reinvestment of one or both of:

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- (A) distributions in respect of interests in the schemes;
 - (B) dividends in respect of shares in a body which, on the terms on which they may be traded, must only be transferred together with interests in the schemes;
- (iv) in an issue situation – the offer or issue that constitutes the relevant conduct is an offer or issue of interests in one or more registered managed investment schemes, under a plan for the reinvestment of one or both of:
- (A) distributions in respect of interests in the schemes;
 - (B) dividends in respect of shares in a body which, on the terms on which they may be traded, must only be transferred together with interests in the schemes.”

Schedule A

Cromwell Corporation Limited ACN 001 056 980 (CCL)

Schedule B

Cromwell Property Securities Limited ACN 079 147 809 in its capacity as responsible entity of the Cromwell Diversified Property Trust ARSN 102 982 598 (CDPT)

Schedule C

Offers or issues of, or recommendations to acquire, shares in CCL or interests in CDPT under a plan for the reinvestment of dividends in respect of shares in CCL or distributions in respect of interests in CDPT or both, where on the terms on which those shares and interests may be traded, they must only be transferred together.

Dated this 28th day of November 2006

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



06/1026

ASIC

Australian Securities & Investments Commission

**Australian Securities and Investments Commission
Corporations Act 2001 – paragraphs 741(1)(a) and 1020F(1)(a) and 1020F(1)(c) –
Exemption and Declaration**

Pursuant to paragraphs 741(1)(a) and 1020F(1)(a) of the *Corporations Act 2001* (Act) the Australian Securities and Investments Commission (ASIC) exempts the persons in Schedule A from:

- (a) subsection 707(3) of the Act;
- (b) subsection 1012C(3) of the Act insofar as it applies to an offer that takes place in circumstances covered by subsection 1012C(6) of the Act;

where they make an invitation to make an offer for the sale of takeover consideration securities in relation to a scheme implemented in or around 18 December 2006.

Pursuant to paragraph 1020F(1)(a) of the Act the ASIC exempts the persons in Schedule A from subsection 1012A(3) of the Act insofar as it applies to an acquisition by way of a transfer of the securities in circumstances covered by subsection 1012C(6) of the Act where they make a recommendation to acquire takeover consideration securities in relation to a scheme implemented in or around 18 December 2006.

Under paragraph 1020F(1)(c) ASIC declares that Part 7.9 applies to each person in the class of persons specified in Schedule B in the case specified in Schedule C as if section 1012C were modified or varied by omitting subsections 1012C(6) and (7) and substituting the following subsections:

- “(6) This subsection covers the circumstances in which:
 - (a) the offer is made within 12 months after the issue of the product;
 - (b) the product was issued without a Product Disclosure Statement for the product being prepared; and
 - (c) the issuer issued the product with the purpose of the person to whom it was issued selling or transferring the product, or granting, issuing or transferring interests in, or options or warrants over, the product.
- (7) Unless the contrary is proved, products are taken to be issued with the purpose referred to in paragraph 6(c) if any of the products are subsequently sold, or offered for sale, within 12 months after their issue.”

Schedule A

ABN AMRO Morgans Limited ACN 010 669 726
Cromwell Corporation Limited ACN 001 056 980 (CCL)
Cromwell Property Securities Limited ACN 079 147 809 (CPSL)

Schedule B

Any unit holder of Cromwell Diversified Property Trust (**Trust**) ARSN 102 982 598 who makes an offer of a body's products for sale (including as a component of stapled securities) of the kind referred to in Schedule C.

Schedule C

An offer of products for sale (including as a component of stapled securities) where the products are issued by CPSL in its capacity as responsible entity of the Trust on or after 30 September 2006 as bonus units under the terms of the Trust constitution, in connection with, and on materially the same terms as products issued pursuant to the Explanatory Memorandum lodged with ASIC on or about 30 October 2006 that is also provided to all unit holders of the Trust who are issued bonus units.

Interpretation

In this instrument:

References to a person offering products includes a reference to the person inviting applications for the products.

excluded person means a person who is not offered securities under a scheme involving an issue of securities because the person is a foreign holder of the securities.

Explanatory Memorandum means a document or documents dated on or about 30 October 2006 which together constitute an explanatory statement, a prospectus and a Product Disclosure Statement for the purposes of the Act.

explanatory statement has the meaning given by section 412 of the Act.

non-participant means in relation to a scheme:

- (a) a person who has been offered securities under the scheme and has elected not to acquire the securities; or
- (b) an excluded person.

products means managed investment products.

Product Disclosure Statement has the meaning given by section 761A of the Act.

scheme means a Part 5.1 scheme between CCL and its shareholders and a trust scheme between CPSL in its capacity as responsible entity of the Trust and members of the Trust.

security sale facility means a facility established in connection with a scheme to which both of the following apply:

- (a) under the terms of the scheme;
 - (i) securities are to be issued;
 - (ii) the securities, or the right to acquire the securities, that are not acquired by non-participants are sold and their proportion of the proceeds of the sale net of expenses is distributed to them;

- (b) the terms and conditions of the facility are disclosed in the Explanatory Memorandum for the scheme.

stapled security means a share in CCL and an interest in Trust which must, on the terms on which they are traded, only be transferred together.

takeover consideration securities means securities (as defined in subsection 92(3) of the Act) that are:

- (a) offered for sale through a security sale facility; or
- (b) issued under a right to acquire securities that has been transferred or offered in accordance with paragraph (a).

Dated this 28th day of November 2006



Signed by Janice Chandra

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), 601QA(1)(b) and 655A(1)(b) -
Variation**

Under paragraphs 601QA(1)(a), 601QA(1)(b) and 655A(1)(b) of the *Corporations Act 2001*, the Australian Securities and Investments Commission ("ASIC") varies ASIC Instrument [06/0707] executed on 24 August 2006 in relation to Macquarie Infrastructure Investment Management Limited ACN 072 609 271 as responsible entity of Macquarie Infrastructure Trust (I) ARSN 092 863 780 and Macquarie Infrastructure Trust (II) ARSN 092 863 548 as follows:

1. Omit Schedule B and substitute:

"Schedule B

Any offer ("buy-back arrangement") made by MIIML and Macquarie Infrastructure Group International Limited ARBN 112 684 885 ("MIGIL"), on or before the first anniversary of the date of this instrument, to acquire MIG stapled securities in the ordinary course of trading on the financial market of Australian Stock Exchange Limited ACN 008 624 691 ("ASX") at a price, and on other terms, determined by MIIML and MIGIL in accordance with the constitutions of each of the stapled schemes and of MIGIL, where:

- (a) the number of MIG stapled securities acquired under the buy-back arrangement does not exceed 17.5% of the smallest number, at any time during the last 12 months, of votes attaching to voting interests in MIT(I); and
- (b) MIIML and MIGIL cancel all MIG stapled securities they acquire under the buy-back arrangement as soon as practicable after they are acquired; and
- (c) at least 21 days before the buy-back arrangement commences, MIIML and MIGIL give written notice to all members of the stapled schemes and MIGIL of the following matters:
 - (i) the date and approximate time at which the buy-back arrangement will commence; and
 - (ii) the approximate number of MIG stapled securities that MIIML and MIGIL intend to acquire under the buy-back arrangement; and
 - (iii) the means by which MIIML and MIGIL will fund the acquisition of MIG stapled securities under the buy-back arrangement; and
 - (iv) the amount of money MIIML and MIGIL reasonably expect will be available to them for the purpose of acquiring MIG stapled securities under the buy-back arrangement; and
 - (v) that the buy-back arrangement will be conducted in accordance with the listing rules of ASX as at the date of this instrument and in the ordinary course of trading on ASX; and

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- (vi) that the offer under the buy-back arrangement will not necessarily remain open for a fixed period of time but may close immediately after MIIML and MIGIL have acquired the number of MIG stapled securities they offered to acquire; and
 - (vii) where, immediately before the buy-back arrangement takes place, MIIML or MIGIL hold MIG stapled securities – whether MIIML or MIGIL intend to sell any MIG stapled securities they hold under the buy-back arrangement; and
 - (viii) that associates of MIIML and MIGIL hold MIG stapled securities and may sell those MIG stapled securities to MIIML and MIGIL under the buy-back arrangement; and
 - (ix) any restrictions that constrain MIIML's or MIGIL's discretion to determine the price they pay for the MIG stapled securities they acquire on ASX under the buy-back arrangement; and
- (d) the price at which MIIML and MIGIL may acquire MIG stapled securities under the buy-back arrangement:
- (i) does not exceed the net asset backing of the economic entity comprised of the stapled schemes and MIGIL; and
 - (ii) does not exceed 105% of the average market price of MIG stapled securities, calculated over the last 5 days in which MIG stapled securities were traded on the ASX; and
- (e) MIIML and MIGIL give 14 days written notice to ASIC of the intended buy-back arrangement; and
- (f) within 1 month after the MIG stapled securities are cancelled, MIIML and MIGIL lodge with ASIC a notice that sets out:
- (i) the number of MIG stapled securities cancelled; and
 - (ii) any amount paid by MIIML or MIGIL (in cash or otherwise) under the buy-back arrangement; and
 - (iii) if the stapled schemes or MIGIL have different classes of interests or shares – the class to which each cancelled interest or share belonged; and
- (g) MIIML and MIGIL comply with all relevant listing rules of ASX as at the date of this instrument that are applicable to the buy-back arrangement; and
- (h) the buy-back arrangement does not materially prejudice MIIML's ability to pay creditors of the stapled schemes from the schemes' assets or MIGIL's ability to pay its creditors; and
-

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- (i) if the number of MIG stapled securities acquired under the buy-back arrangement equals or exceeds 10% of the smallest number, at any time during the last 12 months, of votes attaching to voting interests in MIT(I):
 - (i) before the buy-back arrangement takes place, at a meeting of members of each of the stapled schemes to be held on 27 November 2006, buy-back approval is given; and
 - (ii) before the meeting referred to in subparagraph (i) occurs, MIIML provides to members all information known to MIIML which:
 - (A) would be material to the members' decision as to how to vote on the buy-back arrangement; and
 - (B) has not previously been disclosed to all members of the stapled schemes; and
 - (iii) before MIIML notifies members of each of the stapled schemes of the meeting referred to in subparagraph (i), MIIML provides to ASIC copies of all the documents relating to the meeting (including any document relating to the buy-back arrangement)."

2. In the "**Interpretation**" section:

- (a) before the definition of "MIG stapled securities", insert:

"buy-back approval" means a vote approving the terms of the buy-back arrangement by or on behalf of persons who hold a majority of eligible voted interests in each of the stapled schemes where:

- (a) associates of MIIML who hold interests in an eligible fiduciary capacity vote only in accordance with the directions of the persons for whose benefit the interests are held; and
- (b) the vote of a member who does not attend the meeting may be cast by a person (the *voting nominee*) nominated by the member to vote on behalf of the member, including the person chairing the meeting, provided that where the member has directed the voting nominee as to how the member wishes to cast their vote, the voting nominee votes only in accordance with the member's direction.

"eligible fiduciary capacity" in relation to the holding of interests, means interests are held as:

- (a) a nominee for a person other than the responsible entity or an associate of the responsible entity; or
- (b) a custodian or trustee on behalf of a person who is not the responsible entity or an associate of the responsible entity; or
- (c) a responsible entity of another registered scheme; or

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- (d) a life insurance company, or an agent of a life insurance company, in the investment, administration and management of the assets of a statutory fund under the *Life Insurance Act 1995*; or
- (e) an approved trustee of a regulated superannuation fund under the *Superannuation Industry (Supervision) Act 1993*.

"eligible voted interest" means an interest in a stapled scheme that is held by a person who:

- (a) casts a vote for the purposes of the buy-back approval; and
- (b) either:
 - (i) is not MIIML or an associate of MIIML; or
 - (ii) is an associate of MIIML and holds the interests in an eligible fiduciary capacity."; and
- (b) in the definition of "MIG stapled securities", omit "MIBL", substitute "MIGIL".

Dated this 24th day of November 2006



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



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ASIC

Australian Securities & Investments Commission

**Australian Securities and Investments Commission
Corporations Act 2001 – Subsection 224(4) - Declaration**

Pursuant to subsection 224(4) of the *Corporations Act 2001 (Act)*, the Australian Securities and Investments Commission declares that subsection 224(1) of the Act does not apply to the proposed resolution specified in Schedule A.

Schedule A

The proposed resolution of Cromwell Corporation Limited ACN 001 056 980 to be considered at the general meeting to be held no later than one month after 5 December 2006, to the following effect:

"That Cromwell Corporation Limited and any entity it controls be authorised and approved to make the Stapling Deed and to give financial benefits under the Stapling Deed or pursuant to any transaction entered into in accordance with the Stapling Deed to any related party of Cromwell Corporation Limited including, without limitation, to the responsible entity of Cromwell Diversified Property Trust and its controlled entities and to the directors of Cromwell Corporation Limited receiving consequential indirect financial benefits from holding stapled securities (comprising shares in Cromwell Corporation Limited and units in Cromwell Diversified Property Trust), the Stapling Deed being in the form of the copy produced to the meeting and signed by the Chairman of the meeting for the purposes of identification."

Dated this 28th day of November 2006

A handwritten signature in black ink, appearing to read 'J Chandra'.

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

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Australian Market Licence (Bloomberg Tradebook Australia Pty Ltd) 2006

Corporations Act 2001

I, CHRIS PEARCE, Parliamentary Secretary to the Treasurer, make this Licence under subsection 795B (1) of the *Corporations Act 2001*.

Dated 15TH NOVEMBER 2006

Parliamentary Secretary to the Treasurer

1 Name of Licence

This Licence is the *Australian Market Licence (Bloomberg Tradebook Australia Pty Ltd) 2006*.

2 Commencement

This Licence commences when it is granted.

3 Definitions

In this Licence:

Act means the *Corporations Act 2001*.

Australian participant means a person in Australia who is a participant.

BTA means Bloomberg Tradebook Australia Pty Ltd.

debenture means:

- (a) a debenture defined in section 9 of the Act; or

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Section 4

- (b) a chose in action that includes an undertaking by a government to repay as a debt money deposited with or lent to the government; or
- (c) an undertaking to repay money deposited with or lent to a body by a person if:
- (i) the person deposits or lends the money in the ordinary course of business carried on by the person; and
 - (ii) the body receives the money in the ordinary course of carrying on a business that neither comprises nor forms part of a business of borrowing money and providing finance; or
- (d) an undertaking by an Australian ADI to repay money deposited with it, or lent to it, in the ordinary course of its banking business.

ISDA Master Agreement means a master agreement issued by the International Swaps and Derivatives Association, Inc.

market means a financial market mentioned in section 4 and operated by BTA under this Licence.

National Securities Exchange means a securities exchange registered with the United States Securities and Exchange Commission.

participant has the same meaning as in section 761A of the Act.

retail client has the same meaning as in section 761G of the Act.

spot foreign exchange means a foreign exchange contract mentioned in paragraph 764A (1) (k) of the Act.

wholesale client has the same meaning as in section 761G of the Act.

Note The following terms are defined in Chapter 1, section 9 of the Act:

- ASIC
- body
- managed investment scheme.

4 Grant of licence

This Licence is granted to BTA to operate the financial market mentioned in an item in the table, for the financial products mentioned in the item.

Item	Financial market	Financial products
1	Bloomberg Electronic Transaction System	(a) debentures and bonds, including those issued or proposed to be issued by: <ol style="list-style-type: none"> (i) a government; or (ii) any agency of a government; or (iii) any semi-government agency; or (iv) a body corporate; and

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Section 4

Item	Financial market	Financial products
2	Bloomberg BondTrader System	<ul style="list-style-type: none"> (b) derivatives in relation to the following, that are typically entered into under the ISDA Master Agreement or another master agreement commonly used by counterparties for this purpose: <ul style="list-style-type: none"> (i) foreign exchange; (ii) securities; (iii) interest rates; (iv) credit; (v) commodities; and (c) unlisted options over existing shares, the terms of which are directly negotiated between the relevant parties; and (d) spot foreign exchange. (a) debentures and bonds, including those issued or proposed to be issued by: <ul style="list-style-type: none"> (i) a government; or (ii) any agency of a government; or (iii) any semi-government agency; or (iv) a body corporate; and (b) derivatives in relation to the following, that are typically entered into under the ISDA Master Agreement or another master agreement commonly used by counterparties for this purpose: <ul style="list-style-type: none"> (i) foreign exchange; (ii) securities; (iii) interest rates; (iv) credit; (v) commodities.

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Section 4

Item	Financial market	Financial products
3	Bloomberg Executable ALLQ	<p>(a) debentures and bonds, including those issued or proposed to be issued by:</p> <ul style="list-style-type: none"> (i) a government; or (ii) any agency of a government; or (iii) any semi-government agency; or (iv) a body corporate; and <p>(b) derivatives in relation to the following, that are typically entered into under the ISDA Master Agreement or another master agreement commonly used by counterparties for this purpose:</p> <ul style="list-style-type: none"> (i) foreign exchange; (ii) securities; (iii) interest rates; (iv) credit; (v) commodities; (vi) other financial instruments.
4	Bloomberg Tradebook System	Shares and interests in managed investment schemes listed on the New York Stock Exchange, Nasdaq or a National Securities Exchange, where orders in relation to the shares and interests are 'matched' on the Bloomberg Tradebook System.
5	Bloomberg Powermatch FX System	<p>(a) derivatives in relation to the following, that are typically entered into under the ISDA Master Agreement or another master agreement commonly used by counterparties for this purpose:</p> <ul style="list-style-type: none"> (i) foreign exchange; (ii) commodities; and <p>(b) spot foreign exchange.</p>
6	Bloomberg Bond Auction System	<p>Debentures and bonds, including those issued or proposed to be issued by:</p> <ul style="list-style-type: none"> (a) a government; or (b) any agency of a government; or (c) any semi-government agency; or (d) a body corporate.

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Section 7

Item	Financial market	Financial products
7	Bloomberg FX Dealing Service	(a) derivatives in relation to the following, that are typically entered into under the ISDA Master Agreement or another master agreement commonly used by counterparties for this purpose: <ul style="list-style-type: none"> (i) foreign exchange; (ii) commodities; and (b) spot foreign exchange.

5 Clearing and settlement arrangements

- (1) For the market known as the Bloomberg Tradebook System, mentioned in item 4 of the table in section 4, BTA must have operating rules that provide for transactions effected through that market to be settled by entities with whom BTA's related corporate bodies have an agreement for this purpose.
- (2) For each of the markets mentioned in the table in section 4, other than the market known as the Bloomberg Tradebook System mentioned in item 4 of the table in section 4:
 - (a) BTA must have operating rules for each market that provide for transactions to be effected through that market to be settled by the parties to the transaction; and
 - (b) BTA must ensure that the rules for each market allow a party to become aware of the identity of the other party to the transaction.

6 Condition of licence — Bloomberg Tradebook System

- (1) It is a condition of BTA's licence that the following must continue to be registered as a broker-dealer under the *Securities Exchange Act 1934 (US)*:
 - (a) B-Trade Services LLC and BNY Brokerage Inc; or
 - (b) if BTA ceases to use the broker-dealers mentioned in paragraph (a) — the relevant executing or clearing broker selected by BTA or its affiliates.
- (2) It is a condition of BTA's licence that Bloomberg Tradebook, LLC must continue to be authorised to operate Bloomberg Tradebook System in the United States of America.

7 Participants

BTA may allow a participant to enter into a trade in a market mentioned in the table in section 4 only if the participant is a wholesale client who is trading:

- (a) on the participant's own behalf; or
- (b) on behalf of a person who is not a retail client.

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Section 8**8 Reporting**

- (1) BTA must, within 30 days after the end of each reporting period that ends after the Licence is granted, give the following information to ASIC:
- (a) for trades that involve unlisted options over existing shares, the terms of which are directly negotiated between the relevant parties, mentioned in column 3 of item 1 of the table in section 4:
 - (i) the total number of trades; and
 - (ii) the total value of the trades;made by Australian participants during the period, to the extent that BTA is aware of that information; and
 - (b) for trades that involve any other financial product mentioned in the table in section 4:
 - (i) the total number of trades; and
 - (ii) the total value of the trades;made by Australian participants during the period; and
 - (c) the number of Bloomberg terminals:
 - (i) located in Australia; and
 - (ii) worldwide; and
 - (d) the name and business address in Australia of each Australian participant.
- (2) In this section:
reporting period means the period of 6 months ending on:
(a) 30 June; or
(b) 31 December.

9 Intercompany agreements

- (1) BTA must enter into such intercompany agreements as are necessary to give effect to its obligations under this Licence.
- (2) BTA must at all times comply with its obligations under an intercompany agreement.
- (3) BTA must enforce its rights under an intercompany agreement with another party to ensure it fulfils its obligations under this Licence.
- (4) The terms of an intercompany agreement to which BTA is a party may be varied only if ASIC consents in writing.
- (5) In this section:
intercompany agreement means an agreement entered into by BTA and its related bodies corporate in order to meet its obligations under this licence.

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Section 10

10 Jurisdiction of Australian courts

It is a condition of this licence that BTA submit to the jurisdiction of an Australian Court in an action brought by ASIC.

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

1. The Australian Securities and Investments Commission grants this exemption under paragraph 1020F(1)(a) of the *Corporations Act 2001* (the Act).

Exemption

2. Medical Indemnity Protection Society Limited ACN 007 067 281 does not have to comply with paragraph 1013D(1)(m) of the Act in relation to information to be disclosed in a Product Disclosure Statement for a miscellaneous financial risk product (the Statement) in accordance with paragraph 1013D(1)(d) of the Act.

Where the exemption applies

3. The exemption in paragraph 2 only applies where:
 - (a) the Statement specifies any significant factors that will affect the cost of acquiring the miscellaneous financial risk product and includes an explanation of the impact of each of those factors on the cost of acquiring the miscellaneous financial risk product;
 - (b) the Statement includes information about any excess or deductible (however described) that applies in relation to a claim under the miscellaneous financial risk product.

Interpretation

4. In this instrument:

miscellaneous financial risk product means a mutual product through which, or through the acquisition of which, a person manages a financial risk but does not include a financial product under section 764A of the Act.

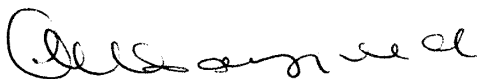
Commencement

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5. This instrument takes effect on the date of its execution.

Dated this 27th day of November 2006



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

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Australian Securities and Investments Commission
Corporations Act 2001 – Paragraphs 655A(1)(a) and 673(1)(a) – Exemptions

Under paragraph 655A(1)(a) of the *Corporations Act 2001* (Act), the Australian Securities and Investments Commission (ASIC) exempts ABN AMRO Morgans Limited ACN 010 669 726 (ABN AMRO) from section 606 of the Act in the case mentioned in Schedule A, on the following conditions:

- (a) ABN AMRO reduces its relevant interest in the Securities to less than 20% within 14 days after the Stapling Record Date;
- (b) ABN AMRO does not sell a Security to a person if it knows or believes that person would contravene section 606 of the Act by acquiring the Security;
- (c) while ABN AMRO has a relevant interest in more than 20% of all of the Securities as a result of the acquisition referred to in Schedule A, without ASIC's consent, it does not, exercise any voting rights attaching to the Securities in excess of 20%;
- (d) in respect of Securities transferred to ABN AMRO under the Security Sale Facility (*Sale Securities*), ABN AMRO uses its best endeavours to obtain as wide a placement of the Sale Securities as practicable having regard to the number of Stapled Securities available for sale and the level of demand for them; and
- (e) within 14 days after the Stapling Record Date, ABN AMRO 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.

Under paragraph 673(1)(a) of the Act, ASIC exempts the persons in Schedule B from section 671B of the Act in relation to the case mentioned in Schedule A on the condition that if at 9.30am on the fifth Business Day after the Stapling Record Date, ABN AMRO has a relevant interest in more than 5% of all of the Securities, ABN AMRO then complies with section 671B of the Act in relation to the relevant interest.

For the purposes of all of the conditions in this instrument, treat ABN AMRO as no longer having a relevant interest in a Security, if ABN AMRO has agreed to sell the 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 ACN 008 624 691 (ASX), other than a condition postponing settlement until completion of the acquisition mentioned in Schedule A.

Schedule A

The acquisition of a relevant interest in:

- (a) Cromwell Shares prior to Stapling where ABN AMRO disposes of the Stapled Securities within 14 business days of becoming the registered holder of the Cromwell Shares; or
- (b) Stapled Securities upon Stapling where ABN AMRO disposes of the Stapled Securities within 5 business days of the Stapling Record Date.

Schedule B

Cromwell Corporation Limited ACN 001 056 980 (Cromwell) and its associates.

Cromwell Property Securities Limited ACN 079 147 809 (Responsible Entity) and its associates.

ABN AMRO and its associates.

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Interpretation

Business Day means a day other than a Saturday, Sunday or public holiday, on which banks are open for business in Sydney.

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

Cromwell Share means an ordinary share in Cromwell traded on the ASX.

Diversified Trust means Cromwell Diversified Property Trust ARSN 102 982 598.

Diversified Trust Register means the register of members maintained by the Responsible Entity in accordance with paragraph 168(1)(a) of the Act.

Diversified Trust Unit means an ordinary unit in the Diversified Trust.

Eligible Shareholder means each person or persons who, according to the Cromwell Share Register, has a holding of Cromwell Shares as at the Stapling Record Date and whose address, as shown on the Cromwell Share Register, is in Australia or any other jurisdiction Cromwell nominates for the purposes of eligibility for participation in the Invitation.

Eligible Unitholder means each person or persons who, according to the Diversified Trust Register, has a holding of Diversified Trust units as at the Stapling Record Date and whose address, as shown on the Diversified Trust Register, is in Australia or any other jurisdiction the Responsible Entity nominates for the purposes of eligibility for participation in the Invitation.

Explanatory Memorandum means a document or documents dated 30 October 2006 which together constitute an explanatory statement, a prospectus and a Product Disclosure Statement for the purposes of the Act.

Invitation means an invitation to an Eligible Shareholder or an Eligible Unitholder to make an offer to sell or dispose of Cromwell Shares or Diversified Trust Units (as the case may be).

Security means a Cromwell Share or a Diversified Trust Unit.

Security Sale Facility means where Eligible Shareholders or Eligible Unitholders make (or are deemed to have made) the Invitation and also elect to receive a share of cash proceeds for the later sale by ABN AMRO of Stapled Securities, in consideration for the transfer of their Cromwell Shares or Diversified Trust Units (as the case may be) to ABN AMRO.

Stapling means the arrangements detailed in the Explanatory Memorandum, whereby the Diversified Trust Units and Cromwell Shares will be stapled to each other and under the terms on which each is traded, must be transferred together.

Stapling Record Date means the record date for the stapling of Cromwell Shares to Diversified Trust Units, being on or about 15 December 2006.

Stapled Security means a Cromwell Share and Diversified Trust Unit which must, on the terms on which they are traded, only be transferred together.

Dated 29 November 2006



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

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

For the avoidance of doubt, pursuant to paragraph 741(1)(b) of the Corporations Act (*Act*), the Australian Securities and Investments Commission (*ASIC*) declares that Part 6D.2 of the Act applies to Cromwell Corporation Limited ACN 001 056 980 (*CCL*) in the case referred to in Schedule A as if a new section 715B was inserted after section 715A of the Act as follows:

"Section 715B Prospectus may consist of 2 or more separate documents given at the same time

715B(1) Subject to this section, a disclosure document may be made up of 2 or more separate documents that are given at the same time.

715B(2) For the purposes of subsection 715B(1), each of the documents must have on the cover of the document, or at or near the front of the document, a statement that identifies the other documents that make up the disclosure document."

Schedule A

The offer to issue, offer to arrange to issue or issue of Cromwell Shares in connection with a proposal to restructure CCL and to staple Cromwell Shares to units in CDPT where:

- (a) at a meeting of members of CCL, the members of CCL are asked to vote on a scheme of arrangement to reorganise the capital of CCL to allow Cromwell Shares and units in CDPT to be quoted together on ASX as stapled securities; and
- (b) prior to the meetings referred to in subparagraph (a), CCL and RE give to securityholders in CCL and members of CDPT, a Notice of Meeting and Explanatory Memorandum (**Scheme Documents**) lodged with ASIC on 30 October 2006 relating to the restructure by sending the Scheme Documents to the address of the securityholders, or unitholders shown in the relevant register of CCL and CDPT; and
- (a) the Explanatory Memorandum clearly explains at or near the front that it incorporates a Prospectus, a Product Disclosure Statement, and an explanatory statement for the purposes of Part 5.1 of the Act; and
- (b) the Explanatory Memorandum, comprising one or more documents, meets the content requirements of a Prospectus, a Product Disclosure Statement and an explanatory statement under Part 5.1 of the Act; and
- (c) all stapled securities are issued in accordance with the terms stipulated in the Scheme Documents.

Interpretation

In this instrument:

'**ASX**' means the financial market operated by the Australian Stock Exchange Limited ACN 008 624 691 .

'**Cromwell Property Securities Limited** ACN 079 147 809' (*RE*) in its capacity as responsible entity of the Cromwell Diversified Property Trust ARSN 102 982 598 (*CDPT*).

'Cromwell Share' means an ordinary share in CCL quoted on the ASX.

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'Explanatory Memorandum' means a document or documents dated 30 October 2006 which together constitute an explanatory statement, a prospectus, a Product Disclosure Statement and notices of meeting for the purposes of the Act.

'Product Disclosure Statement' has the meaning attributed to it in Section 761A of the Act.

'stapled securities' means a Cromwell Share and an interest in CDPT, which must, on the terms which they are traded, only be transferred together.

Dated: 29 November 2006



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

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**Australian Securities and Investments Commission
Corporations Act 2001 — Paragraph 655A(1)(b) — Declaration**

Pursuant to paragraph 655A(1)(b) of the *Corporations Act 2001* ("Act"), the Australian Securities and Investments Commission ("ASIC") declares that Chapter 6 of the Act applies to MFS Limited ABN 90 107 863 436 ("Bidder") in the case specified in the Schedule as if:

1. Subsection 650A(1) was modified or varied by inserting after "650B," section "650BA".
2. Subsection 650A(2) was modified or varied by inserting after "650B," section "650BA".
3. After section 650B, the following is inserted:

"Section 650BA OFF-MARKET BIDS – VARIATION OF OFFER

650BA(1) Varying the offer. The bidder may vary the offers made under the bid such that:

- (a) the debenture is stapled to an option to form a stapled security; and
- (b) the debenture no longer provides for early redemption by the issuer; and
- (c) the exercise or lapsing of the option component of the stapled security will result in the debenture being redeemed and repaid (without interest accrued since the preceding interest payment date being payable); and
- (d) each option forming part of the stapled security must be exercised at the same time; and
- (e) money repayable on redemption of the debenture upon exercise of the option component is applied towards payment of the option exercise price; and
- (f) the dates on which interest is payable on the debenture are changed but continue to occur every six months.

650BA(2) Effect of varying the offer on offers already accepted. Varying the offer in the manner set out in subsection (1) entitles a person who has already accepted the offer when the variation is made by written notice, withdraw their acceptance of the offer.

650BA(3) Method of withdrawal. To withdraw their acceptance, the person must:

- (a) give the bidder written notice within 1 month beginning on the day after the day on which the copy of the notice of the variation was received; and
- (b) return any consideration received by the person for accepting the offer."

4. Section 654A was modified or varied by omitting "The" and inserting "Subject to returning to a person withdrawing their acceptance under subsection 650AB(2), the".

Schedule

A takeover bid made by the Bidder for all of the convertible notes in S8 Limited ABN 52 097 772 702 ("Target") in respect of which a bidder's statement was lodged with ASIC on 2

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November 2006 and amended by a supplementary bidder's statement lodged with ASIC on or about 30 November 2006.

Interpretation

"stapled security" means two or more financial products under the terms on which each of the products are to be traded, they must be transferred together.

Dated: 30 November 2006



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

Corporations Act 2001
Subsection 164(3)

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

A.A.M.I. SUPERANNUATION LIMITED ACN 005 165 757 will change to a proprietary company limited by shares. The new name will be A.A.M.I. SUPERANNUATION PTY LTD ACN 005 165 757.

AYRES CORPORATION LTD ACN 091 282 316 will change to a proprietary company limited by shares. The new name will be AYRES CORPORATION PTY LTD ACN 091 282 316.

CLA HOLDINGS LIMITED ACN 084 548 283 will change to a proprietary company limited by shares. The new name will be CLA HOLDINGS PTY LTD ACN 084 548 283.

MACLEAY REGIS PTY. LIMITED ACN 008 390 163 will change to a public company limited by shares. The new name will be MACLEAY REGIS LIMITED ACN 008 390 163.

SANCTUARY COVE COMMUNITY SERVICES PTY LTD ACN 119 669 322 will change to a public company limited by shares. The new name will be SANCTUARY COVE COMMUNITY SERVICES LIMITED ACN 119 669 322.

ST ANDREW'S FINANCIAL SERVICES LTD ACN 004 846 655 will change to a proprietary company limited by shares. The new name will be ST ANDREW'S FINANCIAL SERVICES PTY LTD ACN 004 846 655.