



Commonwealth of Australia



ASIC

Australian Securities &
Investments Commission

Commonwealth of Australia Gazette

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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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03 / 1082

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

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

- (i) deleting "or" at the end of subsection 708(13)(a)
- (ii) deleting "." at the end of section 708(13)(b) and adding "; or"
- (iii) adding a new subsection 708(13)(c) as follows:

"an offer of fully-paid shares in a body and interests in a managed investment scheme to 1 or more existing holders of shares and interests, is made under a reinvestment plan where the shares and interests offered under the reinvestment plan can only be traded or transferred together."

And pursuant to paragraph 1020F(1)(c) of the Act, ASIC hereby declares that Part 7.9 of the Act applies to the person specified in Schedule A in the case specified in Schedule B as if section 1012D(3) were modified by:

- (i) deleting "or" at the end of subsection 1012D(3)(b)(i)
- (ii) deleting "." and adding ";" at the end of subsection 1012D(3)(b)(ii);
- (iii) adding a new subsection 1012D(3)(b)(iii) as follows:

"in a recommendation situation – the advice that constitutes the relevant conduct relates to an offer made under a reinvestment plan where the interests in a managed investment scheme and the shares in a body offered under the reinvestment plan can only be traded or transferred together; or"

- (iv) adding a new subsection 1012D(3)(b)(iv) as follows:

"in an issue situation – the offer or issue that constitutes the relevant conduct is made under a reinvestment plan where the interests in a managed investment scheme and shares in a body offered or issued under the reinvestment plan can only be traded or transferred together."

Schedule A

Australand Holdings Limited (ABN 12 008 443 696) ("Australand") and Australand Property Limited (ABN 90 105 462 137) as the responsible entity of the Australand Property Trust (ARSN 106 680 424).

Schedule B**03 / 1082**

Offers for issue under the Australand Property Group Distribution Reinvestment Plan ("Plan") of shares in Australand and interests in the Australand Property Trust where the shares and interests can only be transferred together as stapled securities, where:

- (i) each investor has agreed in writing to the terms of the Plan upon election to participate;
- (ii) the terms of the Plan require all investors to be given notices of any subsequent amendments to the Plan;
- (iii) participation in the Plan is not compulsory; and
- (iv) the terms of the Plan permit distributions and dividends to be pooled prior to the offer or issue of shares and interests under the Plan.

Interpretation

In this instrument:

"stapled security" means two or more financial products (at least one of which is a share) which, under the terms on which each is traded, must be transferred together.

Dated this 10th day of December 2003



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

03 / 1083

**Australian Securities and Investments Commission
Corporations Act 2001 – Paragraph 825(a)**

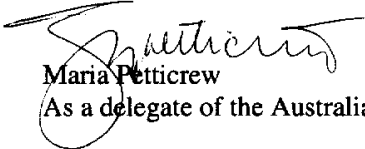
Order Revoking Licence

TO: Credit Suisse First Boston Australia Registered Traders Pty Limited
ACN 007 039 036 ("the Licensee")
Level 31 Gateway
1 Macquarie Place
SYDNEY NSW 2000

Under paragraph 825(a) of the *Corporations Act 2001* (as continued in force by subsection 1432(1) of that Act), the Australian Securities and Investments Commission revokes Licence Number 78458 held by the Licensee with effect from when this order is served on the Licensee.

Dated this 11th day of December 2003.

Signed by:



Maria Petticrew

As a delegate of the Australian Securities and Investments Commission

03 / 1084

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

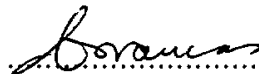
Pursuant to subsection 713(6) of the *Corporations Act 2001* ("the Act"), the Australian Securities and Investments Commission determines that the person specified in the Schedule may not rely on section 713 of the Act from the date of this instrument until 11 December 2004.

SCHEDULE

Advanced Engine Components Limited ACN 009 081 770

Dated: 11 December 2003

Signed:

.....

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

03 / 1085

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


Pursuant to subsection 713(6) of the *Corporations Act 2001* ("the Act"), the Australian Securities and Investments Commission determines that the person specified in the Schedule may not rely on section 713 of the Act from the date of this instrument until 11 December 2004.

SCHEDULE

Fashion Intimates Limited ACN 073 653 175

Dated: 11 December 2003

Signed:


.....

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

03 / 1086

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

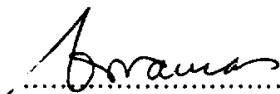
Pursuant to subsection 713(6) of the *Corporations Act 2001* ("the Act"), the Australian Securities and Investments Commission determines that the person specified in the Schedule may not rely on section 713 of the Act from the date of this instrument until 11 March 2004.

SCHEDULE

Computronics Holdings Limited ACN 082 573 108

Dated: 11 December 2003

Signed:


.....

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

03 / 1087

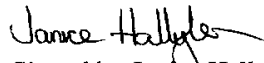
**Australian Securities and Investments Commission
Corporations Act 2001 – Paragraph 825(a)**

Order revoking licence

TO: Horticulture Management Limited ACN 078 135 976 (“the Licensee”)
463 Scarborough Beach Road
OSBORNE PARK WA 6017

Under paragraph 825(a) of the *Corporations Act 2001* (as continued in force by subsection 1432(1) of that Act), the Australian Securities and Investments Commission revokes Licence Number 169160 held by the Licensee with effect from when this order is served on the Licensee.

Dated this 15 day of December 2003



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

03 / 1088

**Australian Securities and Investments Commission
Corporations Act 2001 – Paragraph 825(a)**

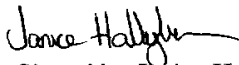
Order revoking licence

TO: HSBC Investment Funds (Australia) Limited ACN 006 288 375 (“the Licensee”)

Level 32 HSBC Centre
580 George Street
SYDNEY NSW 2000

Under paragraph 825(a) of the *Corporations Act 2001* (as continued in force by subsection 1432(1) of that Act), the Australian Securities and Investments Commission revokes Licence Number 12292 held by the Licensee with effect from when this order is served on the Licensee.

Dated this 15 day of December 2003



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

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**Australian Securities and Investments Commission
Corporations Act 2001 – Paragraph 825A**

Order revoking licence

TO: Oceania Agriculture Limited, ACN 076 400 872 (“the Licensee”)
7 Sancrox Rd
SANCROX NSW 2446

Under paragraph 825A of the *Corporations Act 2001* (as continued in force by subsection 1432(1) of that Act), the Australian Securities and Investments Commission revokes Licence Number 167862 held by the Licensee with effect from when this order is served on the Licensee.

Dated this 16th day of December 2003



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


ASIC

Australian Securities & Investments Commission

03 / 1091

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

Pursuant to paragraphs 655A(1)(b) and 673(1)(b) of the Corporations Act 2001 (the "Act") the Australian Securities and Investments Commission ("ASIC") declares that Chapters 6 and 6C of the Act apply to the person 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 (10):

“(11) A company does not have a relevant interest in securities merely because it applies 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 671B:

“671BA 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(11)”.

SCHEDULE A

Deakin Financial Services Group Ltd ACN 008 112 150 ("Deakin").

SCHEDULE B

An acquisition of a relevant interest in securities of Deakin arising as the result of the entry into an escrow agreement between Deakin and AustSelect Pty Ltd ACN 009 543 800 ("AustSelect"), in relation to shares newly issued by Deakin to AustSelect in connection with Deakin's off market takeover bid for the acquisition of securities in AustChoice Financial Services Limited ACN 078 950 651 announced on 14 November 2003, that:

- (a) restricts disposal of, but not voting in the securities of Deakin;
- (b) terminates no later than two years after Deakin and AustSelect enter into the escrow agreement;

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- (c) allows the security holder to accept into a takeover bid where:
 - (i) holders of at least half of the bid class shares that are not subject to the escrow agreements to which the offer under the bid relates have accepted; and
 - (ii) the escrow agreement requires that the shares be returned to escrow if the bid does not become unconditional;
- (d) allows the securities the subject of the escrow agreement to be transferred or cancelled as part of a merger by scheme of arrangement; and
- (e) is substantially in the form provided to ASIC on 8 December 2003.

Dated this 16th day of December 2003



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

03 / 1104

**Australian Securities and Investments Commission
Corporations Act 2001 – Paragraph 825(a)**

Order revoking licence

TO: TA Ausfinance Limited (“the Licensee”)
27 O’Connell Street
SYDNEY NSW 2000

Under paragraph 825(a) of the *Corporations Act 2001* (as continued in force by subsection 1432(1) of that Act), the Australian Securities and Investments Commission revokes Licence Number 84314 held by the Licensee with effect from when this order is served on the Licensee.

Dated this 16 day of December 2003



Sharon Rodgers
As a delegate of the
Australian Securities and Investments Commission

03 / 1105

**Australian Securities and Investments Commission
Corporations Act 2001 – Paragraph 825(a)**

Order revoking licence

TO: Quinn Resorts Limited (“the Licensee”)
Unit 1
689 Burke Road
CAMBERWELL VIC 3124

Under paragraph 825(a) of the *Corporations Act 2001* (as continued in force by subsection 1432(1) of that Act), the Australian Securities and Investments Commission revokes Licence Number 10955 held by the Licensee with effect from when this order is served on the Licensee.

Dated this 16th day of December 2003



Sharon Rodgers
As a delegate of the
Australian Securities and Investments Commission

03 / 1106

**Australian Securities and Investments Commission
Corporations Act 2001 – Section 655A – Declaration**

Pursuant to paragraph 655A(1)(b) of the Corporations Act 2001 ("Act"), the Australian Securities and Investments Commission hereby declares that Chapters 6, 6A and 6C of the Act applies to the persons described in Schedule A, in the case referred to in Schedule B, as if section 12 were modified or varied by inserting after subsection 12(2):

- (2A) For the purposes of paragraphs 12(2)(b) and (c), the second person is not an associate of the primary person merely because they have entered into a relevant agreement under which one of them has the right, whether enforceable presently or in the future and whether or not on the fulfilment of a condition, to acquire securities from or dispose of securities to the other.

Schedule A

Boral Limited ACN 008 421 761 ("the Purchaser")
RMC Group plc and/or its subsidiary Rugby Holdings Limited ("the Seller")

Schedule B

An agreement or agreements ("the Agreement") under which the Seller agrees to sell to the Purchaser up to 20% of the issued ordinary shares in Adelaide Brighton Limited ACN 007 506 018 ("the Target") where:

- (a) the Purchaser and Seller do not have a common purpose of controlling or influencing the composition of the Target board or the outcome of decisions about the Target's financial or operating policies;
- (b) the Agreement does not give the Purchaser or Seller the power to exercise, or control the exercise of, a right to vote attached to securities in the Target, apart from the sale of the 20% holding to the Purchaser; and
- (c) the Agreement does not limit in any way the Seller's rights to dispose of the shares in the Target which the Seller holds in excess of the 20% holding agreed to be sold to the Purchaser to any person.

Dated this 16th day of December 2003



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

03 / 1 1 0 7

**Australian Securities and Investments Commission
Corporations Act 2001 — Paragraphs 741(1)(a) and 911A(2)(l) — Exemption**

Disclosure relief for offers of shares

1. Under paragraph 741(1)(a) of the Corporations Act 2001 (the “Act”) the Australian Securities and Investments Commission (“ASIC”) exempts the person referred to in Schedule A from Parts 6D.2 and 6D.3 (except section 736) where the person:
 - (a) makes an eligible offer;
 - (b) offers to arrange for the issue of financial products under an eligible offer; and
 - (c) issues a financial product under an eligible offer,

that does not involve a contribution plan, on the conditions set out in Schedule B and for so long as the conditions are met

Licensing and hawking relief

2. Under paragraph 911A(2)(l) ASIC exempts the person referred to in Schedule A from Part 6D.2 because of the exemption set out in paragraph 1 (other than because the person made a recommendation to acquire financial products) from the requirement to hold an Australian financial services licence for the provision of a financial service consisting of general advice reasonably given in connection with an offer referred to in the exemption set out in paragraph 1 (including any general advice given in the offer document) where the offer document for the offer includes a statement to the effect that any advice given by the person in connection with the offer is general advice only, and that employees should consider obtaining their own financial product advice from an independent person who is licensed by ASIC to give such advice.
3. Under paragraph 911A(2)(l) ASIC exempts:
 - (a) the person referred to in Schedule A; and
 - (b) any associate of the person referred to in Schedule A,from the requirement to hold an Australian financial services licence for the provision of the following financial services:
 - (c) the provision of a custodial or depositary service in connection with an eligible offer covered by the exemption set out in paragraph 1 where the provider of the service performs their duties in good faith and has sufficient resources to perform those duties; and
 - (d) dealing in a financial product in the course of providing a custodial or depositary service covered by paragraph (c); and
 - (e) dealing in a financial product in connection with an eligible offer covered by the exemption set out in paragraph 1 where any acquisition by purchase or disposal of the product (by the issuer or an associate) occurs either:

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- (i) through a person who holds an Australian financial services licence authorising the holder to deal in financial products or a dealers licence issued under the old Corporations Act authorising the holder to deal in securities; or
 - (ii) outside this jurisdiction and through a person who is licensed or otherwise authorised to deal in financial products in the relevant place.
4. Under paragraph 741(1)(a) ASIC exempts the person referred to in Schedule A from section 736, in relation to offers made in the course of, or because of, unsolicited meetings or telephone calls reasonably held or made in connection with the offer.

Schedule A

Challenger Financial Services Group Limited ACN (106 842 371) ("**Challenger**")

Schedule B

The following conditions apply:

1. the person making the eligible offer must:
 - (a) include that offer in an offer document; and
 - (b) take reasonable steps to ensure that any eligible employee to whom the offer is made is given a copy of the offer document; and
 - (c) provide to ASIC a copy of the offer document (which need not contain details of the offer particular to the employee such as the identity or entitlement of the employee) and of each accompanying document not later than 7 days after the first provision of that material to an employee; and
2. the issuer must comply (or, in the case of an issuer which does not have a registered office in this jurisdiction, cause an associated body corporate which does so have a registered office to comply) with any undertaking required to be made in the offer document by reason of this instrument; and
3. in the case where the employee share scheme may involve the issue of shares (including as a result of the exercise of an option or as a component of stapled securities) — the issuer must take reasonable steps to ensure that the number of shares the subject of the offer or to be received on exercise of an option when aggregated with:
 - (a) the number of shares in the same class which would be issued were each outstanding offer with respect to shares, units of shares and options to acquire unissued shares, under an employee share scheme to be accepted or exercised; and

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- (b) the number of shares in the same class issued during the previous 5 years pursuant to the employee share scheme or any other employee share scheme extended only to eligible employees of the issuer;
- but disregarding any offer made, or option acquired or share issued by way of or as a result of:
- (c) an offer to a person situated at the time of receipt of the offer outside this jurisdiction; or
- (d) an offer that was an excluded offer or invitation within the meaning of the Corporations Law as in force before the commencement of Schedule 1 to the Corporate Law Economic Reform Program Act 1999; or
- (e) an offer that did not need disclosure to investors because of section 708; or
- (f) an offer that did not require the giving of a Product Disclosure Statement because of section 1012D; or
- (g) an offer made under a disclosure document or Product Disclosure Statement,
- must not exceed 5% of the total number of issued shares in that class of the issuer as at the time of the offer.

Note: where a document must be provided in writing it may be provided by electronic means. See s5C of the Act and s25 of the Acts Interpretation Act 1901.

Interpretation

In this instrument:

1. except where otherwise stated, references to provisions are to provisions of the Act;
2. an employee share scheme shall not be regarded as extended to a person other than an eligible employee only because such an employee may renounce an offer of financial products made to them under the scheme in favour of their nominee;
3. "associated body corporate" of an issuer means:
 - (a) a body corporate that is a related body corporate of the issuer; or
 - (b) a body corporate that has voting power in the issuer of not less than 20%; or
 - (c) a body corporate in which the issuer has voting power of not less than 20%;
4. "Australian dollar equivalent" in relation to a price, means a price calculated by reference to the relevant exchange rate published by an Australian bank no earlier than the business day before the day to which price relates;

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5. “contribution plan” means a plan under which a participating eligible employee may save money by regular deductions from wages or salary (including through salary sacrifice arrangements) towards paying for shares offered for issue or sale under an employee share scheme where the terms and conditions of the contribution plan include terms and conditions to the effect that:
- (a) all deductions from wages or salary made in connection with participation in the contribution plan must be authorised by the employee on the same form of application which is used in respect of the offer, or on a form which is included in or accompanies the offer document;
 - (b) before transferring contributions to acquire shares, any contributions made by an employee as part of the contribution plan must be held by the issuer in trust for the employee in an account of an Australian ADI which is established and kept by the issuer only for the purpose of depositing contribution moneys and other money paid by employees for the shares on offer under the employee share scheme; and
 - (c) the employee may elect to discontinue their participation in the contribution plan at any time and as soon as practicable after that election is made all money deposited with the Australian ADI in relation to that employee, including any accumulated interest, must be repaid to that employee;
6. “current market price” means in relation to a share, the price published by the operator of the principal financial market on which the share is quoted as the final price for the previous day on which the share was traded on that financial market;
7. “eligible employee” means, in relation to an issuer, a person who is at the time of an offer under an employee share scheme, a full or part-time employee or director of the issuer or of an associated body corporate of the issuer;
8. “eligible offer” means an offer for issue or sale of fully-paid shares in an issuer in the same class as shares which have been quoted on the financial market operated by Australian Stock Exchange Limited throughout the 3 month period immediately before the offer without suspension for more than a total of 2 trading days during that period;
9. “financial product advice” has the meaning given by section 766B;
10. “general advice” has the meaning given by section 766B;
11. “issuer” means Challenger;
12. “offer” has a meaning affected by sections 700, 702 and 1010C;
13. “offer document” means a document setting out an offer under an employee share scheme that:

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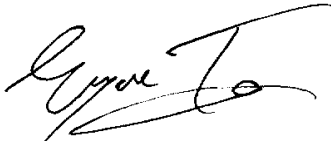
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- (a) includes or is accompanied by a copy, or a summary, of the rules of the scheme under which the offer is made; and
 - (b) if a summary (rather than a copy) of the rules of the scheme is given — includes an undertaking that during the period (the “offer period”) during which an eligible employee may acquire the financial products offered or exercise options acquired under the scheme, the issuer (or, in the case of an issuer which does not have a registered office in this jurisdiction, an associated body corporate of the issuer which does so have a registered office) will, within a reasonable period of the employee so requesting, provide the employee without charge with a copy of the rules of the scheme; and
 - (c) specifies in respect of the shares, shares subject to the options, units of shares or stapled securities:
 - (i) the acquisition price in Australian dollars;
 - (ii) where the acquisition price is specified in a foreign currency, the Australian dollar equivalent of that price at the date of the offer; or
 - (iii) where the acquisition price is to be worked out in the future under a formula, the Australian dollar or Australian dollar equivalent of that price were that formula applied at the date of the offer; and
 - (d) includes an undertaking, and an explanation of the way in which, the issuer (or in the case of an issuer which does not have a registered office in this jurisdiction, an associated body corporate of the issuer which does so have a registered office) will, during the offer period, within a reasonable period of the employee requesting, make available to the employee:
 - (i) the current market price (or, where that price is denominated in a foreign currency, the Australian dollar equivalent of that price) of:
 - (A) where the document relates to an offer of shares, options or units — shares in the same class as those offered, subject to the options or to which the units relate; or
 - (B) where the document relates to an offer of stapled securities — stapled securities of the same class as those offered; and
 - (ii) where subparagraph (c)(ii) or (iii) applies, the information referred to in that paragraph as updated to that date; and
14. “old Corporations Act” has the meaning given by subsection 1410(1);
15. “stapled security” means two or more financial products (at least one of which is a share) which, under the terms on which each is traded, must be transferred together.

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03 / 1 1 0 7

Dated this 17th December 2003

A handwritten signature in black ink, appearing to read 'Eugene Tan', with a stylized flourish at the end.

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

**ASIC**

Australian Securities & Investments Commission

03 / 1 1 08

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

1. Under paragraphs 911A(2)(l), 992B(1)(a) and 1020F(1)(a) of the *Corporations Act 2001* (the "Act"), the Australian Securities and Investments Commission ("ASIC") hereby revokes ASIC Instrument [03/348].
2. Under paragraphs 911A(2)(l) and 1020F(1)(a) of the Act, ASIC hereby exempts, until 31 December 2004, Vodafone Network Pty Limited ACN 081 918 461 ("Vodafone") from:
 - (a) the requirement to hold an Australian financial services licence ("AFS licence") for dealing and giving general advice in relation to, and
 - (b) Part 7.9 of the Act in relation to the offer or issue of, or making a recommendation to acquire, or making an offer to arrange the issue of, the financial product referred to in Schedule A on the conditions referred to in Schedule C.
3. Under paragraph 911A(2)(l) of the Act, ASIC hereby exempts, until 31 December 2004, each person referred to in Schedule B from the requirement to hold an AFS licence for giving general advice in relation to the financial product referred to in Schedule A.
4. Under paragraph 992B(1)(a) of the Act, ASIC hereby exempts Vodafone, until 31 December 2004, from section 992A of the Act but only to the extent necessary for Vodafone to comply with paragraph 3 of Schedule C.

Schedule A

The facility for making non-cash payments (the "Service") provided by Vodafone to a Customer under which Vodafone makes payments, or causes payments to be made, to a third party in respect of the purchase by the Customer of any of the following:

1. goods and services from vending machines;
2. parking meters;

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3. contributions to a Charitable Body;
4. cinema tickets;
5. tickets to sporting, cultural and entertainment events;
6. Charge to Bill;
7. Mobile Marketing;
8. Digital content; and
9. entry into competitions run by third party promoters.

where such payments are authorised by the Customer by text, voice or other data sent from the Customer's Device and in respect of which Vodafone will deduct an amount from the Customer's Pre-Paid Account in payment for the Service.

Schedule B

Each person that is a distributor of components which are used in connection with, or to access, the financial product described in Schedule C, including, without limitation, components which are SIM Cards and Recharge Cards.

Schedule C

Vodafone must:

1. disclose to the Customer or prospective Customer all of the following information in the terms and conditions on which the Service and the Pre-Paid Account are made available to a Customer:
 - (a) a statement setting out the name and contact details of Vodafone;
 - (b) information about any significant risks associated with the Service;
 - (c) information about:
 - (i) the cost of using the Service; and
 - (ii) any other amounts that will or may be payable by the Customer in respect of the Service, and the times at which those amounts will or may be payable;
 - (d) information about the dispute resolution system that covers complaints by Customers who use the Service and about how that system may be accessed;

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- (e) if other information relating to the Service is available to a Customer or prospective Customer of the Service, or to people more generally – a statement of how that information may be accessed; and
 - (f) information about any other significant characteristics or features of the Service or of the rights, terms, conditions and obligations attaching to the Service;
2. ensure that Recharge Cards and any advertisements or other material promoting the Service refer the Customer or prospective Customer to the terms and conditions on which the Service is made available to the Customer and where a copy of those terms and conditions can be freely and readily obtained;
 3. take reasonable steps to inform existing Customers, at Vodafone's expense, about any material change in relation to the Service at least 30 days before the change takes effect;
 4. where the Service has been made available to a Pre-Paid Account, Vodafone must prescribe an amount of \$800 as the maximum that can stand to the credit of that Pre-Paid Account at any time, and take reasonable measures to ensure that no greater sum stands to the credit of any such Pre-Paid Account; and
 5. for each 6 month period beginning on the date of this instrument, furnish to ASIC the following information within 14 days after the end of that 6 month period:

Complaints

- (a) the number of complaints received about the Service;
- (b) the nature of those complaints;
- (c) how the complaints were resolved, including whether or not they were resolved to the satisfaction of the complainant; and

Transactions

in respect of each of the items referred to in paragraphs 1, 2, 3, 4, 5, 6, 7, 8 and 9 of Schedule A:

- (d) the quantity of payments facilitated by the Service;
- (e) the average amount of the payments facilitated by the Service;
- (f) the percentage of the total amount of credits in Pre-Paid Accounts provided by Vodafone over that period that were used in connection with the Service;

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- (g) an estimate of the number of Customers with Pre-Paid Accounts that have made use of the Service; and
- (h) the number of Customers that have sought a refund as a result of using the Service.

Interpretation

In this instrument:

Charge to Bill means a service that enables a Customer to charge a transaction to the Customer's Pre-Paid Account in circumstances where the transaction is conducted using the Customer's Device.

Charitable Body means a person who is, or a body or fund which is:

- (a) exempt from income tax by virtue of sections 50–5 or 50–30 of the *Income Tax Assessment Act 1997* or provisions which correspond to them; or
- (b) a person, body or fund to whom a gift is an allowable deduction for the purposes of calculating the taxable income of a person making the gift by virtue of section 30–15 Item 1 or 2 of the *Income Tax Assessment Act 1997* or provisions which correspond to them; or
- (c) otherwise recognised in law as being constituted for religious, educational, community or other charitable purposes.

Customer means a person to whom Vodafone provides mobile telecommunications services in respect of which the person purchases and activates Recharge Cards from time to time to pre-pay for the mobile telecommunications services.

Device means a device which is connected via a SIM Card to a telecommunications network that supplies mobile telecommunications services (as defined in the *Telecommunications Act 1997*) in Australia and is operated by Vodafone or by third parties pursuant to arrangements with Vodafone.

general advice has the meaning given by subsection 766B(4) of the Act.

making non-cash payments has the meaning given by section 763D of the Act.

Mobile Marketing means the interaction using the Customer's Device between a third party and the Customer whereby digital content delivered to the Device may be redeemed for goods or services.


Pre-Paid Account means an account which Vodafone provides in respect of a Customer to record the credits available to the Customer for use in connection with the Service and the mobile telecommunications service provided to the Customer by Vodafone.

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Recharge Card means a voucher which, when activated by a Customer, credits the Customer's Pre-Paid Account by an amount equal to the face value of the voucher.

SIM Card means a subscriber identity module card.

Dated the 17th day of December 2003.



Signed by Sandra Zivcic
as delegate of the Australian Securities and Investments Commission

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**Australian Securities and Investments Commission
Corporations Act 2001 — Paragraph 992B(1)(a) — Exemption**

Under paragraph 992B(1)(a) of the *Corporations Act 2001* (the “Act”), the Australian Securities and Investments Commission exempts each person who is an Australian ADI (the “prime broker”) from paragraph 984B(1)(a) of the Act to the extent that that paragraph requires the prime broker to hold property to which Division 3 of Part 7.8 of the Act applies on trust for the benefit of a person (the “client”) who is entitled to it where:

- (a) the property consists of securities; and
- (b) the client is a wholesale client; and
- (c) the prime broker holds the property under the terms of a prime brokerage agreement between the prime broker and the client; and
- (d) the prime broker and the client have agreed in writing that the prime broker does not hold the property on trust for the client.

Interpretation

In this instrument:

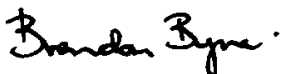
“prime brokerage agreement” means a written agreement under which the prime broker makes all of the following services available to the client:

- (a) taking money on deposit and making advances of money in the ordinary course of its banking business as an Australian ADI; and
- (b) disposing of securities to the client subject to an arrangement to reacquire the same or similar securities from the client at a later time; and
- (c) custodial or depository services;

“securities” has the meaning given by subsection 92(1) of the Act; and

“wholesale client” has the meaning given by subsection 761G(4) of the Act.

Dated this 16th day of December 2003



Signed by Brendan Byrne
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) and 601QA(1)(b) —
Exemption and Declaration**

1. Under paragraph 601QA(1)(a) of the *Corporations Act 2001* (the “Act”) the Australian Securities and Investments Commission (“ASIC”) exempts each responsible entity of a registered scheme (the “responsible entity”) from subparagraph 601FC(1)(i)(ii) of the Act in the case referred to in the Schedule.
2. Under paragraph 601QA(1)(b) of the Act ASIC declares that Chapter 5C of the Act applies to the responsible entity in the case referred to in the Schedule as if section 601FC of the Act were modified or varied as follows:
 - (a) in subsection (2), omit “The” and substitute “Subject to subsection (2A), the”; and
 - (b) after subsection (2), insert the following:

“(2A) Subsection (2) does not prevent the responsible entity appointing an Australian ADI (the *ADI*) as agent to hold scheme property on its behalf where:

 - (a) the scheme property is money; and
 - (b) the ADI deposits the money into an account with itself; and
 - (c) the ADI uses money so deposited in the ordinary course of its banking business.”.

Schedule

Where:

- (a) the scheme property consists of money; and
- (b) the scheme property is held by a person (the “prime broker”) who is an Australian ADI under the terms of a prime brokerage agreement between the prime broker and the responsible entity; and
- (c) the responsible entity takes reasonable steps to ensure the prime broker has in place adequate arrangements for the management of conflicts of interest that may arise wholly, or partially, in connection with its holding the scheme property on behalf of the responsible entity.

Interpretation

In this instrument:

“prime brokerage agreement” means a written agreement under which the prime broker makes all of the following services available to the responsible entity:

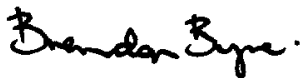
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- (a) taking money on deposit and making advances of money in the ordinary course of its banking business as an Australian ADI; and
- (b) disposing of securities to the responsible entity subject to an arrangement to reacquire the same or similar securities from the responsible entity at a later time; and
- (c) holding scheme property on behalf of the responsible entity; and

“securities” has the meaning given by subsection 92(1) of the Act.

Dated this 16th day of December 2003



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

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**Australian Securities and Investments Commission
Corporations Act 2001 — Paragraphs 992B(1)(a) and 992B(1)(c) — Exemption
and Declaration**

1. Under paragraph 992B(1)(a) of the *Corporations Act 2001* (the “Act”) the Australian Securities and Investments Commission (“ASIC”) exempts each person (the “licensee”) who is an Australian ADI from paragraph 981B(1)(c) of the Act in the case referred to in the Schedule to the extent that that paragraph requires the licensee to hold money to which Subdivision A of Division 2 of Part 7.8 of the Act applies on trust for the benefit of the person who is entitled to the money.
2. Under paragraph 992B(1)(c) of the Act ASIC declares that Part 7.8 of the Act applies in relation to the licensee in the case referred to in the Schedule as if section 981H of the Act were omitted.

Schedule

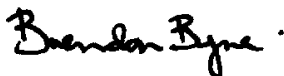
Where:

- (a) money to which Subdivision A of Division 2 of Part 7.8 of the Act applies is paid to the licensee in connection with:
 - (i) a financial service that has been provided, or that will or may be provided, to a person (the “client”) as a wholesale client; or
 - (ii) a financial product acquired by a person (the “client”) as a wholesale client; and
- (b) the licensee and the client have agreed in writing that the licensee does not hold the money on trust for the benefit of the client.

Interpretation

In this instrument “wholesale client” has the meaning given by subsection 761G(4) of the Act.

Dated this 16th day of December 2003



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

**Australian Securities and Investments Commission
Corporations Law - Subsection 741(1) - Declaration****0 3 / 1 1 1 3**

Pursuant to paragraph 741(1)(b) of the Corporations Act 2001 ("Act"), the Australian Securities and Investments Commission ("ASIC") hereby declares that Chapter 6D of the Law (as modified by [CO 00/173]) applies to the person mentioned in Schedule A in the case mentioned in Schedule B as if:

1. a new section 712A was inserted as follows:

"712A Interest rate, subscription price and term information for certain debenture issues

- (1) This section applies to an offer by a body for issue of its debentures in the ordinary course of its business.
- (2) Instead of setting out information about the interest rate, subscription price and term relevant to the offer, the prospectus used for the offer may simply refer to an application form which is used for the offer containing that information and which has been lodged with ASIC under this section from time to time. The reference must:
 - (a) make it clear that information about the interest rate, subscription price and/or term of the debentures the subject of the offer is subject to change from time to time;
 - (b) state that information about the current interest rate, subscription price and term for the debentures at any time will be as set out in the application form most recently lodged with ASIC; and
 - (c) explain that the applicant may have rights to a refund if the application is made on an out-of-date application form (see section 725A).
- (2B) For the purposes of subsection (2), the "subscription price" means the amount required to be paid on application for the debentures under the terms of the offer, where that amount is calculated on the basis of interest rates applicable from time to time to debentures having a prescribed term.
- (3) The application form most recently lodged with ASIC under this section is taken to be included in the prospectus.
- (4) The body must not distribute the prospectus unless it is accompanied by a copy of the application form most recently lodged with ASIC under this section."; and

2. a new section 725A was inserted as follows:

"725A Out-of-date applications for debentures

- (1) This section applies to a body which has taken advantage of section 712A in relation to a prospectus for an issue of debentures.

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- (2) If the body receives an application on an out-of-date application form the body must deal with the application under subsection (3) unless subsection (4) says otherwise.
- (3) The body must either:
- (a) if the subscription amount is insufficient to purchase the number of debentures sought by the applicant based on the current subscription price, repay the money received by it from the applicant and at the same time give the applicant:
 - (i) a notice that informs them that their application was made on an out-of-date application form; and
 - (ii) a copy of the application form most recently lodged with ASIC under section 712A; or
 - (b) if the amount is in excess of what is required to purchase the number of debentures sought by the applicant at the current subscription price, the body must:
 - (i) repay the money received by it from the applicant; or
 - (ii) give the applicant:
 - (A) a notice that informs them that their application was made on an out-of-date application form;
 - (B) a copy of the application form most recently lodged with ASIC under section 712A; and
 - (C) 1 month to withdraw their application and be repaid and, if the applicant does not withdraw the application, the body must issue the debentures and repay the balance of the subscription amount; or
 - (iii) issue the debentures to the applicant at the current subscription price and give them:
 - (A) the notice referred to in subparagraph (b)(ii)(A);. and
 - (B) 1 month to withdraw their application and be repaid.
- If the applicant does not withdraw their application, the body must repay the balance of the subscription amount.
- (4) Subsection (3) does not apply if:
- (a) the subscription price or the interest rate appearing in the out-of-date application form is more favourable to the applicant than the current subscription price or interest rate for debentures of the term and having the return specified in the application; and

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- (b) the body elects to issue the debentures the subject of the application to the applicant on the more favourable terms.
- (5) For the purposes of this section:
- (a) “current subscription price” means the amount required to be paid on application for the debentures under the terms of the offer calculated on the basis of the interest rate applicable from time to time to debentures having a prescribed term; and
 - (b) an application form will be an out-of-date application form unless the body has reasonable grounds to believe that it is a copy of the application form most recently lodged by the body with ASIC.”

Schedule A

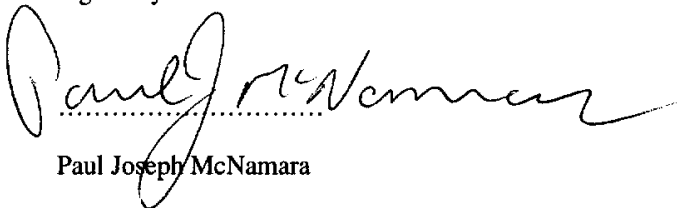
Mariner Credit Corporation Limited (ACN 106 719 699) (“Mariner”).

Schedule B

Offers of series of debentures by Mariner to investors under Chapter 2L and Chapter 6D of the Act where the subscription price for a debenture in issue from time to time is determined with reference to the interest rate payable in respect of a debentures having a specified term of issue.

Dated this 16th day of December 2003.

Signed by:



Paul Joseph McNamara

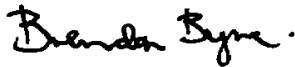
As delegate of Australian Securities and Investments Commission

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

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Under paragraph 601QA(1)(a) of the *Corporations Act 2001* the Australian Securities and Investments Commission varies Class Order [CO 98/55] by, in paragraph 1 of Schedule B, omitting “1 January 2004” (twice occurring) and substituting “31 March 2004”.

Dated this 21st day of December 2003



Signed by Brendan Byrne
as delegate of the Australian Securities and Investments Commission

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**Australian Securities and Investments Commission
Corporations Act 2001 – Subsections 655A(1) and 673(1) – Declaration**

Pursuant to subsections 655A(1) and 673(1) of the Corporations Act 2001 ("Act") the Australian Securities and Investments Commission ("ASIC") declares that for the period set out in Schedule C Chapters 6 and 6C of the Act apply in relation to the persons specified in Schedule A in the case specified in Schedule B as if section 608 of the Act were modified or varied by inserting a new subsection 608(10) as follows:

" **608(10) Employee share plan.** Despite anything else in this section, a person does not have a relevant interest in securities merely because of the operation of an employee share plan.

For the purposes of this subsection, "employee share plan" means the Plan as defined and governed by the trust deed dated 24 May 1985 (as amended) made between Wesfarmers Limited ACN 008 984 049 and Share Nominees Limited (formerly Orrmand Limited) ACN 008 906 689."

Schedule A

Wesfarmers Limited ACN 008 984 049 ("Wesfarmers") and its associates.
Share Nominees Limited ACN 008 906 689 ("Share Nominees")

Schedule B

The power to dispose of, or control the exercise of a power to dispose of Existing Voting Shares and Future Bonus Shares resulting from the operation of the Plan ("Employee Share Plan") as defined and governed by the trust deed (other than clause 20) ("Trust Deed") dated 24 May 1985 (as amended), made between Wesfarmers and Share Nominees (formerly Orrmand Limited).

Schedule C

This instrument ceases to operate in each of the following circumstances:

- (a) If the Employee Share Plan or the Trust Deed (including any of the loan agreements set out in the Trust Deed) are amended, modified or varied in any way which affects or will affect the:
- (i) power to exercise, or to control the exercise of a right to vote attached to; or
 - (ii) power to dispose of, or to control the exercise of a power to dispose of,

any Existing Voting Shares or any Future Bonus Shares. For the purposes of this instrument, the relevant amendment, modification or variation relates to the Employee Share Plan and Trust Deed (including any of the loan agreements set out in the Trust Deed) in the form provided to ASIC on 20 May 2003. This paragraph (a) does not apply to the amendments, modifications or variations made to clauses 6.2,

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6.3, 6.5, 6.6, 6.7 and 6.8 of the Trust Deed (including any associated changes to the definitions in clause 1.1 of the Trust Deed) on 3 November 2003 in the form provided to ASIC on 4 December 2003.

- (b) If Wesfarmers or Share Nominees does not administer clause 8.2(e) of any of the above loan agreements as if it applied to Bonus Securities (as defined in the relevant loan agreement) on issue as at the date of this instrument and Future Bonus Shares.
- (c) If a disclosure document (lodged after the execution of this instrument) in relation to the Employee Share Plan does not disclose in relation to Existing Voting Shares and Future Bonus Shares to the effect that the Borrower's (as defined in the relevant loan agreement) power to direct the sale, realisation and transfer of any of the Securities (as defined in the relevant loan agreement) pursuant to clause 8.2(e) of the relevant loan agreement extends to:
- (i) Bonus Securities (as defined in the relevant loan agreement); and
 - (ii) any scheme of arrangement or takeover bid (whether or not the consideration includes or is comprised of a cash sum).

Interpretation

For the purposes of this instrument:

(a) "Existing Voting Shares" means voting shares in Wesfarmers on issue as at the date of this instrument, which for the purposes of clarification does not include voting shares issued or to be issued pursuant to the prospectus lodged by Wesfarmers with ASIC on 12 November 2003; and

(b) "Future Bonus Shares" means:

- (i) Bonus Securities (as defined in the relevant loan agreement) in the form of ordinary fully paid shares issued after the date of execution of this instrument in relation to Existing Voting Shares; and
- (ii) Bonus Securities (as defined in the relevant loan agreement) in the form of ordinary fully paid shares issued after the date of execution of this instrument in relation to Bonus Securities referred to in sub paragraph (i) of this definition.

Dated the 18th day of December 2003.



Salvatore Pillera

As a delegate of the Australian Securities and Investments Commission

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Australian Securities and Investments Commission
Corporations Act 2001 - Subsection 601QA(1) and Paragraph 1020F(1)(a) -
Exemption

For the avoidance of doubt, under subsection 601QA(1) of the *Corporations Act 2001* (the "Act") the Australian Securities and Investments Commission ("ASIC") hereby exempts, until 30 June 2004, the persons specified in Schedule A in relation to the operation of the managed investment scheme specified in Schedule B from compliance with Chapter 5C in the case specified in Schedule C.

And pursuant to paragraph 1020F(1)(a) of the Act ASIC exempts, until 30 June 2004, the persons specified in Schedule A in relation to any offers to issue, offers to arrange for the issue or issue of interests in the managed investment scheme specified in Schedule B from Part 7.9 of the Act in the case specified in Schedule C.

Schedule A

HHG PLC (ARBN 30 106 988 836)
UBS Securities Australia Limited (ABN 62 008 586 481)
Computershare Investor Services Pty Limited (ABN 48 078 279 277)

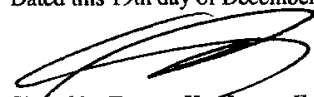
Schedule B

The HHG PLC Share Sale Facility

Schedule C

The HHG PLC Share Sale Facility is made available only to persons who hold 1000 or less HHG PLC shares.

Dated this 19th day of December 2003



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

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

Pursuant to subsection 655A(1) of the Corporations Act 2001 ("Act") the Australian Securities and Investments Commission declares that Chapter 6 of the Act applies to the person specified in Schedule A in the case referred to in Schedule B as if subsection 629(1) was modified or varied by adding the following paragraph at the end of subsection 629(1):

"This subsection (1) does not apply to a condition relating to the approval by the shareholders of a holding company of the bidder in a general meeting for the acquisition by the bidder of all the ordinary shares in the target, where:

- (i) the general meeting seeking such approval is convened and held before the date determined under subsection 630(1) or (2) (whichever is later) in relation to the bid; and
- (ii) if an associate of the bidder has more than 50% of the voting power in the holding company:
 - (A) if the bidder's statement is not lodged with ASIC within 2 business days after a public proposal to make the bid is made by the bidder or a holding company of the bidder, that associate makes a public statement undertaking to vote in favour of the resolution to be put to the general meeting; and
 - (B) the takeover offer document or the bidder's statement includes a statement by that associate undertaking to vote in favour of the resolution to be put to the general meeting."

SCHEDULE A

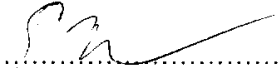
Medco Energi (Australia) Pty Ltd (ACN 105 457 690) ("Bidder")

SCHEDULE B

A takeover bid by the Bidder for all of the issued fully paid ordinary shares in Novus Petroleum Limited (ABN 17 067 777 440) ("Target").

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Dated this 22nd day of December 2003

Signed: 
.....
Gadi Bloch, as a delegate of the
Australian Securities and Investments Commission

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Australian Securities and Investments Commission
Corporations Act 2001 — Paragraph 1442(2)(a) — Exemption

Under paragraph 1442(2)(a) of the *Corporations Act 2001* (the "Act") the Australian Securities and Investments Commission ("ASIC") exempts the person specified in Schedule A in the case described in Schedule B and in relation to the supplementary prospectus described in Schedule C (the "Supplementary Prospectus") from compliance with:

- (a) subsection 719(2) of the old *Corporations Act* (the "Old Act") to the extent necessary to permit each copy of the Supplementary Prospectus to differ from the original of the Supplementary Prospectus that was lodged by not including either or both of the following:
 - (i) copies of the signatures required by section 720 of the Old Act;
 - (ii) the statements required by subsection 719(2) of the Old Act; and
- (b) subsection 711(7) of the Old Act.

SCHEDULE A

UBS Global Asset Management (Australia) Limited (ABN 31 003 146 290) as responsible entity for the UBS Cash Management Trust (ARSN 090 430 587).

SCHEDULE B

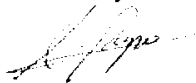
Where the copy of the Supplementary Prospectus:

- (a) is bound with the replacement prospectus or is in the form of a sticker affixed to the replacement prospectus in a prominent and otherwise blank space;
- (b) is identified as a supplementary prospectus in a clear and prominent way; and
- (c) does not in any way relate to information contained in any supplementary prospectus previously issued in relation to the same replacement prospectus.

SCHEDULE C

The Supplementary Prospectus dated 23 December 2003 which relates to a replacement prospectus issued by UBS Global Asset Management (Australia) Limited (ABN 31 003 146 290) and dated 10 June 2003 that offers units in the UBS Cash Management Trust (ARSN 090 430 587).

Dated the 23rd day of December 2003



Signed by Chris Papas

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) - Exemption**

Pursuant to subsection 741(1) of the *Corporations Act 2001* ("the Act") the Australian Securities and Investments Commission ("ASIC") exempts the person specified in Schedule A ("MGEE") from subsection 711(2) of the Act in the case referred to in Schedule B on the conditions specified in Schedule C, insofar as that provision would require disclosure of directors' holdings of shares in MGEE acquired through the employee share scheme referred to in Schedule B ("the Scheme") and loans made to directors to acquire such shares pursuant to the Scheme.

SCHEDULE A

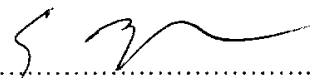
MG Employees Equity Limited ACN 061 622 786

SCHEDULE B

The prospectus lodged with ASIC by MGEE on or about the date of this instrument offering for subscription shares in MGEE pursuant to an employee share scheme operated by MGEE and extended only to employees of Murray Goulburn Co-operative Co. Limited ACN 004 277 089 ("Murray Goulburn") or associated bodies corporate of Murray Goulburn.

SCHEDULE C

1. The directors of MGEE are not directors of Murray Goulburn and are prohibited from contemporaneously being directors of Murray Goulburn.
2. The directors' only interests in MGEE are the five (5) shares held by them as subscribers to the MGEE memorandum of association and the interests held through their participation in the Scheme.
3. The prospectus discloses that the directors of MGEE are or will be shareholders on the same terms and conditions as other employees and temporary and casual workers of Murray Goulburn or associated bodies corporate of Murray Goulburn save that the directors may source their loans from Murray Goulburn.

Dated the 23rd day of December 2003

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

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

1. Under paragraph 601QA(1)(a) of the Corporations Act 2001 (“the Act”), the Australian Securities and Investments Commission (“ASIC”) hereby exempts the persons referred to in Schedule A from section 601ED of the Act in the case referred to in Schedule B on the conditions set out in Schedule C.
2. Under paragraphs 911A(2)(l), 992B(1)(a) and 1020F(1)(a) of the Act ASIC hereby exempts the persons referred to in Schedule A in the case referred to in Schedule B on the conditions set out in Schedule C from:
 - (a) sections 992A, 992AA and 1017F of the Act; and
 - (b) 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.
3. Under paragraphs 992B(1)(a) of the Act ASIC hereby exempts a person (other than a person referred to in Schedule A) in the case of an offer to sell an interest in a managed investment scheme referred to in Schedule B and offered on a basis that appears to comply with Schedule C, from sections 992A and 992AA of the Act.

SCHEDULE A - WHO IS EXEMPT

Any person who operates the scheme specified in Schedule B (scheme) including any letting agent retained by such person and the following persons (promoters):

- (a) Balgownie Estates Pty Ltd (ACN 086 716 976); and
- (b) any other person offering an interest in such a scheme for issue,

other than a person who is aware that any disclosure statement required to be given to a person under this instrument or any Product Disclosure Statement required to be given to a person under the Act in relation to the scheme, was not given or was given but did not comply with this instrument or the Act as the case may be.

SCHEDULE B - SCHEMES EXEMPTED

Operating a managed investment scheme which involves an owner (investor) of real property (strata unit), in the investor's discretion, making their strata unit available for use by a person (operator) as part of a serviced apartment, hotel, motel or resort complex located at 1309 Melba Highway, Yarra Glen, Victoria 3775 developed in accordance with an approval of a local government organisation that was given to ASIC on 5 November 2003 and 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:

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- (a) the sale of the strata unit is not and was not conditional on participation in the serviced strata scheme;
- (b) each investor and the 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 an Australian financial services licensee;
- (e) 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; and
 - (ii) one 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 each such payment:
 - (A) relates to a period of no more than 3 months; and
 - (B) 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 that period;
- (f) there is no obligation on any person to ensure that other owners of strata units agree to participate in the scheme; and
- (g) the serviced apartment, hotel, motel or resort complex is operated in accordance with a written agreement entered into or to be entered into between the operator and each investor which agreement includes provisions as specified in Schedule E.

SCHEDULE C - CONDITIONS ON OPERATORS AND PROMOTERS

1. The operator must ensure that any part of the scheme property held in cash or on deposit with an Australian ADI or a financial institution must be 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;

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2. Each promoter that is involved in making an offer of interests in the scheme for issue must:
 - (a) not engage in any misleading or deceptive conduct or conduct that is likely to mislead or deceive in connection with those offers;
 - (b) during the transition period (within the meaning of subsection 1438(3) of the Act) ensure that a disclosure statement complying with Schedule D is given to each person to whom an offer is made at or before the making of the offer; and
 - (c) during the transition period (within the meaning of subsection 1438(3) of the Act) ensure that the disclosure statement is signed and dated by the operator or, if the operator is not knowingly concerned in the offer or invitation, by a promoter; and
3. The operator must comply with the provisions specified in Schedule E which are included in the agreement referred to in paragraph (g) of Schedule B.

SCHEDULE D - THE DISCLOSURE STATEMENT

1. The disclosure statement must:
 - (a) describe the main features of the interests in the scheme;
 - (b) set out the main terms and conditions of the offer; and
 - (c) provide answers to the questions set out in paragraph 2 of this Schedule (the questions need not be set out, and the answers can be provided in any order or format),

sufficiently to enable a typical investor in those interests to make an informed decision whether to become a member of the scheme, having regard to every matter which is material to such a decision that is known to any person who authorised or caused the issue of the disclosure statement.

2. The questions are:
 - (a) What is being offered?
 - (i) How are the investor's property rights affected by holding an interest in the scheme?
 - (ii) What key rights will investors have in relation to the use of their strata unit by the operator?
 - (iii) What sort of serviced apartment, hotel, motel or resort complex is being operated under the scheme? How will it be operated?
 - (iv) What are the key terms of any lease, licence or rights that investors are to confer on the operator in relation to the operation of the scheme?

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- (v) Does the operator own or have rights in relation to any property that may adversely affect:
- (A) how the scheme would operate if the operator were changed; or
 - (B) the amount investors are likely to receive for use of their strata unit if the property ceases to be available (for whatever reason),

and, if so, what are those rights? How could the adverse effect happen?

- (b) What are the risks and returns of the investment?
- (i) How, in general terms, will the operation of the serviced apartment, hotel, motel or resort complex generate returns for investors?
 - (ii) When and how are these returns to be calculated and made available to investors?
 - (iii) Are investors in the scheme guaranteed or promised that they will receive a particular rate of return from the scheme? If so:
 - (A) what are the conditions for receiving the benefits of this guarantee or promise;
 - (B) what (if any) are the circumstances in which the person providing the guarantee or promise may be unable to honour it;
 - (C) what is the financial position of the person giving the guarantee or promise; and
 - (D) on what basis do investors receive returns once the guarantee or promise expires?
 - (iv) If no particular rate of return is guaranteed or promised:
 - (A) is the operator aiming to achieve a particular return;
 - (B) can investors expect any particular return; or
 - (C) are returns from the scheme uncertain?
 - (v) If returns from the scheme may vary from what is aimed for or expected, or are otherwise uncertain, what are the main factors which will affect the level of return? If occupancy rates will affect the returns what are the main factors that will affect occupancy rates?
 - (vi) Do investors have potential liability to pay moneys in relation to the scheme or their ownership of a strata unit in any circumstances? If so,

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what are these liabilities and what main factors will affect the amount of these liabilities? For example, how will any repairs, refurbishment or replacement of any part of the serviced apartment, hotel, motel or resort complex and its furniture and fittings be paid for?

- (vii) Is there a suggested minimum period of time that an investor's investment should remain in the scheme? If so, why is that period of time suggested? What, if any, are the kinds of qualifications on that suggestion?
- (c) What are the fees, charges, expenses and taxes associated with the scheme?
 - (i) What fees, charges, expenses or taxes, if any, may be payable by an investor if they join the scheme?
 - (ii) What fees, charges, expenses or taxes, if any, may be payable by an investor if they withdraw from the scheme?
 - (iii) What other fees, charges, expenses or taxes may be deducted from the assets or income of the scheme or otherwise borne by investors?
 - (iv) What general kinds of tax are likely to be payable on an investor's returns on investment in the scheme?
- (d) Who is the operator?
 - (i) If the operator signs the disclosure statement, who is it and what are its credentials in operating hotels, motels, resorts or serviced apartment complexes (including details of its principal activities and relevant experience)?
 - (ii) If the operator does not sign the disclosure statement, how, and on what basis, will the operator be selected to undertake the operation of the scheme?
 - (iii) If the operator signs the disclosure statement and the operator is to engage a person to operate the complex on its behalf, what credentials will that person have to operate the hotel, motel, resort or serviced apartment complex?
 - (iv) What are the custodial arrangements for holding the money of the scheme including money held for distribution to members and to meet expenses of the scheme?
- (e) When can investments be withdrawn and transferred?
 - (i) When and how can an investor withdraw from the scheme?
 - (ii) Can the interest in the scheme be transferred and, if so, in what circumstances? What legal requirements apply?

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- (f) What information can be obtained?
 - (i) How can the entity signing the disclosure statement be contacted?
 - (ii) Is there any particular information available to a prospective or existing investor on request made to that entity? If so, how can that information be obtained?
 - (iii) When and how is the operator to report to an investor in the scheme on the operations of the scheme (including the scheme's performance)?
- 3. The disclosure statement must also include a prominent statement to the effect that a person should consider whether to consult:
 - (a) an investment adviser who is either an Australian financial services licensee or an authorised representative of an Australian financial services licensee;
 - (b) a taxation adviser; and
 - (c) a lawyer,

before making a decision to become a member of the scheme and if the disclosure statement is given to a person that does not own and has not agreed to buy a strata unit to which the scheme relates, also before signing any contract to buy a strata unit on the basis that the person will become a member.

SCHEDULE E - 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.
 - (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.

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2. *Consent of body Corporate to new caring-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 one of the following:

- (a) the average of two 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
- (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.

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- (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 one 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 the 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;

“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:

1. “financial services licensee” means:
 - (a) a financial services licensee within the meaning of the Act; and

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- (b) a person who, on 11 March 2002, was the holder of a dealers licence within the meaning of the old Corporations Act (as defined in subsection 1410(1) of the Act), until the earlier of:
- (i) if ASIC revokes the person's dealers licence — the date of that revocation; or
 - (ii) 11 March 2004; and
2. “offer” is to be interpreted in accordance with subsection 1010C(2) of the Act.

Dated this 24th day of December 2003.



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

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Australian Securities and Investments Commission**Corporations Act 2001 — Paragraphs 1442(2)(a) and 1442(2)(b) — Variation and Revocation**

Under paragraphs 1442(2)(a) and 1442(2)(b) of the Corporations Act 2001 (the "Act"), the Australian Securities and Investments Commission ("ASIC") hereby varies ASIC Instrument [03/1011] (the "Instrument"), executed on 17 November 2003, by:

- (a) replacing the expression "14 months" in the first paragraph of the Instrument with the expression "16 months"; and
- (b) replacing the expression "supplementary prospectus dated 18 November 2003" in Schedule C of the Instrument with the expression "supplementary prospectus dated 18 December 2003".

Under paragraphs 1442(2)(a) and 1442(2)(b) of the Act, ASIC hereby revokes ASIC Instrument [03/1010], executed on 17 November 2003.

Under paragraphs 1442(2)(a) and 1442(2)(b) of the Act, ASIC hereby revokes ASIC Instrument [03/1009], executed on 17 November 2003.

Dated this 17th day of December 2003



Signed by Eugene Kee Loong Foo

as a delegate of the Australian Securities and Investments Commission

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

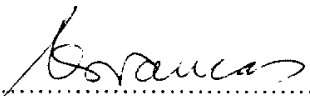
Pursuant to subsection 713(6) of the *Corporations Act 2001* ("the Act"), the Australian Securities and Investments Commission determines that the person specified in the Schedule may not rely on section 713 of the Act from the date of this instrument until 17 March 2004.

SCHEDULE

Advantage Telecommunications Limited ACN 009 212 293

Dated: 17 December 2003

Signed:


.....

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

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

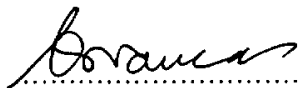
Pursuant to subsection 713(6) of the *Corporations Act 2001* ("the Act"), the Australian Securities and Investments Commission determines that the person specified in the Schedule may not rely on section 713 of the Act from the date of this instrument until 22 December 2004.

SCHEDULE

Powerise Technology Limited ACN 060 319 119

Dated: 22 December 2003

Signed:



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

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

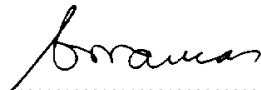
Pursuant to subsection 713(6) of the *Corporations Act 2001* ("the Act"), the Australian Securities and Investments Commission determines that the person specified in the Schedule may not rely on section 713 of the Act from the date of this instrument until 22 December 2004.

SCHEDULE

Etick Limited ACN 091 126 082

Dated: 22 December 2003

Signed:



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

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**Australian Securities and Investments Commission
Corporations Act 2001 – Paragraph 825A**

Order revoking licence

TO: M.M. & R. Mortgage Nominees Pty Ltd ACN 005 537 726 (“the Licensee”)
526 Whitehorse Road
MITCHAM VIC 3132

Under paragraph 825A of the *Corporations Act 2001* (as continued in force by subsection 1432(1) of that Act), the Australian Securities and Investments Commission revokes Licence Number 199152 held by the Licensee with effect from when this order is served on the Licensee.

Dated this 23day of December 2003

Signed by



Janice Hallyburton

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**

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

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

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

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

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

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

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

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

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

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satisfied, a person who has agreed to take securities as underwriter is taken to have applied for those securities."

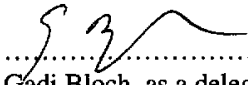
SCHEDULE A

State Development Fund Limited ACN 093 639 064 ("Issuer") and any person acting on its behalf.

SCHEDULE B

An offer or issue of securities of the Issuer under a disclosure document lodged with ASIC on 3 October 2003.

Dated this 23rd day of December 2003.

Signed: 
.....
Gadi Bloch, as a delegate of the
Australian Securities and Investments Commission

03 / 1146Australian Securities and Investments Commission
Corporations Act 2001 – Subsection 784(2C) – Revocation of Approval

Pursuant to subsection 784(2C) of the Corporations Act 2001 (the "Act") (as continued in force by subsection 1432(1) of the Act), the Australian Securities and Investments Commission hereby revokes the approval granted on 6 April 2000 of the guarantee specified in Schedule 1 for the purposes of:

- (a) calculating the net tangible assets ("NTA") of the person specified in Schedule 2; and
- (b) the definition of NTA in schedule A to the dealers licence granted to the person specified in Schedule 2.

SCHEDULE 1

The guarantee entered into by Deed Poll by Australian Gas Light Company ARBN 052 167 405 in favour of Australian Pipeline Ltd ACN 091 344 704 dated 17 March 2000.

SCHEDULE 2

Australian Pipeline Ltd ACN 091 344 704.

Dated 24 November 2003

Signed by 
Allan Melville
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.

AHA! A CHINATOWN PRODUCTION LIMITED

ACN 102 442 179 will change to a proprietary company limited by shares. The new name will be GODISMYCEO PTY LTD ACN 102 442 179.

CREATABLE MEDIA PTY LTD

ACN 099 247 408 will change to a public company limited by shares. The new name will be CREATABLE MEDIA LIMITED ACN 099 247 408.

DULY & HANSFORD LTD ACN 000 030 400 will change to a proprietary company limited by shares. The new name will be DULY & HANSFORD PTY LTD ACN 000 030 400.

HARTLEY PHILLIPS SECURITIES LIMITED ACN 095 875 675 will change to a proprietary company limited by shares. The new name will be HARTLEY PHILLIPS SECURITIES PTY LIMITED ACN 095 875 675.

I-LERT LIMITED ACN 106 754 563 will change to a proprietary company limited by shares. The new name will be I-LERT PTY LTD ACN 106 754 563.

INTERNATIONAL INTELLECTUAL CAPITAL LIMITED ACN 000 680 455 will change to a proprietary company limited by shares. The new name will be INTERNATIONAL INTELLECTUAL CAPITAL PTY LTD ACN 000 680 455.

ITALO AUSTRALIAN CLUB, TRICOLORE INCORPORATED LIMITED ACN 005 027 814 will change to a public company limited by shares. The new name will be ITALO-AUSTRALIAN CLUB DANDENONG LTD ACN 005 027 814.

MANAGESOFT CORPORATION LIMITED ACN 052 412 156 will change to a proprietary company limited by shares. The new name will be MANAGESOFT CORPORATION PTY LIMITED ACN 052 412 156.

MERIDIAN HOLDINGS LIMITED ACN 006 708 694 will change to a proprietary company limited by shares. The new name will be MERIDIAN HOLDINGS PTY LTD ACN 006 708 694.

NICK SCALI & CO PTY LTD ACN 000 403 896 will change to a public company limited by shares. The new name will be NICK SCALI LIMITED ACN 000 403 896.

AUTOMOTIVE CHIPS AWAY (AUSTRALIA)

LIMITED ACN 088 078 764 will change to a proprietary company limited by shares. The new name will be AUTOMOTIVE CHIPS AWAY (AUSTRALIA) PTY LTD ACN 088 078 764.

DOMINION V + TV PTY LTD ACN 089 922 074 will change to a public company limited by shares. The new name will be DOMINION V + TV LIMITED ACN 089 922 074.

FINANCIAL & INTELLECTUAL CAPITAL LIMITED

ACN 006 267 901 will change to a proprietary company limited by shares. The new name will be FINANCIAL & INTELLECTUAL CAPITAL PTY LTD ACN 006 267 901.

HAZEL HILL LIMITED ACN 077 946 073 will change to a proprietary company limited by shares. The new name will be HAZEL HILL PTY LTD ACN 077 946 073.

INFINITY AUTO PROTECTION PTY. LIMITED ACN 101 232 704 will change to a public company limited by shares. The new name will be INFINITY AUTO PROTECTION LIMITED ACN 101 232 704.

IPG HOLDINGS PTY LIMITED

ACN 103 397 691 will change to a public company limited by shares. The new name will be IPG HOLDINGS LIMITED ACN 103 397 691.

LUMITEX PTY LTD ACN 075 108 566 will change to a public company limited by shares. The new name will be LUMITEX LTD ACN 075 108 566.

MATILDA MINERALS PTY LIMITED ACN 103 651 538 will change to a public company limited by shares. The new name will be MATILDA MINERALS LIMITED ACN 103 651 538.

MOBILARM PTY LTD ACN 106 513 580 will change to a public company limited by shares. The new name will be MOBILARM LIMITED ACN 106 513 580.

OUTLOOK PROJECTS PTY. LTD.

ACN 085 381 200 will change to a public company limited by shares. The new name will be OUTLOOK PROJECTS LIMITED ACN 085 381 200.

PREFSURE HOLDINGS PTY LIMITED

ACN 084 511 035 will change to a public company limited by shares. The new name will be PREFSURE HOLDINGS LIMITED
ACN 084 511 035.

RURAL OUTLOOK PTY LTD

ACN 107 103 873 will change to a public company limited by shares. The new name will be RURAL OUTLOOK LIMITED ACN 107 103 873.

SIPA RESOURCES INTERNATIONAL NL ACN 009

448 980 will change to a public company limited by shares. The new name will be SIPA RESOURCES LIMITED ACN 009 448 980.

UNITED PROPERTY COMPANY LIMITED ACN

092 574 626 will change to a proprietary company limited by shares. The new name will be UNITED PROPERTY COMPANY PTY LTD
ACN 092 574 626.

VET BIOTECHNOLOGY PTY LTD

ACN 105 577 017 will change to a public company limited by shares. The new name will be VET BIOTECHNOLOGY LIMITED ACN 105 577 017.

SANEMPERO GROUP INTERNATIONAL LIMITED

ACN 107 179 868 will change to a proprietary company limited by shares. The new name will be SANEMPERO GROUP INTERNATIONAL PTY LTD
ACN 107 179 868.

TISSUE THERAPIES PTY LIMITED

ACN 101 955 088 will change to a public company limited by shares. The new name will be TISSUE THERAPIES LIMITED ACN 101 955 088.