



Commonwealth of Australia



ASIC

Australian Securities &
Investments Commission

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RIGHTS OF REVIEW

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

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Australian Securities and Investments Commission
Corporations Law
Subsection 601QA(1)(b) Declaration

00 / 2058

Pursuant to paragraph 601QA(1)(b) of the Corporations Law (the "Law") the Australian Securities and Investments Commission (the "Commission") hereby declares that Chapter 5C of the Law applies to the responsible entity referred to in Schedule A (the "responsible entity"), in relation to the registered scheme referred to in Schedule B, until the date referred to in Schedule C as if paragraph 601FC(1)(d) of the Law were modified or varied by inserting the following words immediately after the word "fairly":

"except to the extent that the responsible entity may agree to different deposit and administration fees (the "Fee Arrangement") applying to officers and employees of Sealcorp Holdings Ltd ACN 009 143 597, in respect of investments they may make into the Scheme referred to in Schedule B, in a case where:

1. The disclosure document for the Scheme dated 6 October 2000 discloses full particulars of the Fee Arrangement, including a statement of the basis upon which no consideration is payable under the Fee Arrangement;
2. The Fee Arrangement does not adversely affect the fees that any other members of the Scheme will incur and the net amount of the consideration to acquire the remaining Scheme property after payment of any fees to the responsible entity is unaffected by the Fee Arrangement;
3. The Fee Arrangement, including a statement of the basis upon which consideration is payable under the Fee Arrangement, is disclosed to existing members of the Scheme by the date of the first communication the responsible entity makes to all members of the Scheme after 16 October 2000; and
4. The responsible entity ensures that the number of participants in the Fee Arrangement as a proportion of the total number of members of the Scheme does not exceed 2%.

Schedule A

Asgard Capital Management Limited ACN 009 279 592 (the "responsible entity").

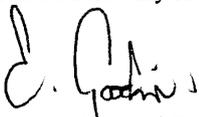
Schedule B

Asgard Investment Funds Account ARSN 088 579 622 (the "Scheme").

Schedule C

The expiry date of the disclosure document for the Scheme dated 6 October 2000.

Dated this 16th day of October 2000



Signed by Edward Goodwin
a delegate of the Australian Securities and Investments Commission

0 4 / 0 9 1 8

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

Under paragraph 601QA(1)(b) the Australian Securities and Investments Commission declares that Chapter 5C of the *Corporations Act 2001* applies to the person referred to in the Schedule until 31 December 2004 as if section 601GA of that Act were modified or varied by:

1. in subsection (1), omitting "The" and substituting "Subject to subsections (5) and (7), the";
2. in subsection (4), omitting "If" and substituting "Subject to subsections (5) and (7), if"; and
3. adding after subsection (4):

- "(5) The constitution does not have to make adequate provision for the transaction costs associated with the acquisition of an interest in the scheme or a withdrawal from the scheme where the responsible entity discloses the basis on which those costs are calculated in each Product Disclosure Statement for interests in the scheme that is given to a person as a retail client while the constitution does not make such provision.
- (6) In this section, *transaction costs* means, in relation to the acquisition of an interest in the scheme or a withdrawal request, the amount that is included in the price at which the interest is acquired or has been deducted from the amount that would otherwise be paid in meeting the request that is reasonably attributable to the expenses associated with the acquisition or disposal of scheme assets because the interest has been acquired or the withdrawal request is met.
- (7) The constitution does not have to make adequate provision for a valuation method where the responsible entity discloses the valuation method in each Product Disclosure Statement for interests in the scheme that is given to a person as a retail client while the constitution does not make such provision.
- (8) In this section, *valuation method* means a method used to value scheme property for the purpose of determining the price to acquire an interest in the scheme or the amount that is payable in meeting a withdrawal request.

Schedule

Portfolio Partners Limited (ACN 066 081 114) as responsible entity of Portfolio Partners Institutional Long/Short Trust (ARSN 109 996 116)

Dated this 22nd day of July 2004



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

04 / 09 19

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

Pursuant to paragraph 655A(1)(b) of the Corporations Act 2001 ("Act"), the Australian Securities and Investments Commission ("ASIC") hereby declares Chapter 6 of the Act applies to the person specified in Schedule A in the case referred to in Schedule B as if:

1. subsection 620(2) of the Act were modified or varied by inserting the following words at the conclusion of that subsection:

"This subsection is subject to subsection (2A).";

2. section 620 of the Act were modified or varied by inserting the following subsection after subsection 620(2):

"(2A) If the offer provides that a person will be entitled to be paid or provided further consideration (*additional consideration*), in addition to the consideration referred to in subsection 620(2), if a condition relating to the percentage of bid class securities in which the bidder obtains a relevant interest under the off-market bid is satisfied or waived (the *condition*):

- (a) the bidder is to pay or provide the consideration referred to in subsection 620(2) within the period referred to in subsection 620(2); and
- (b) if the condition has been waived or satisfied at the time when the person becomes entitled to be paid or provided the consideration referred to in subsection 620(2), the person is entitled to be paid or provided the additional consideration at that time; or
- (c) if the condition is waived or satisfied after the time when the person becomes entitled to be paid or provided the consideration referred to in subsection 620(2), the person is entitled to be paid or provided the additional consideration by the end of whichever of the following periods ends earlier:
 - (i) 1 month after the condition has been satisfied or waived; or
 - (ii) 21 days after the end of the offer period.

The condition referred to in this subsection is not a defeating condition. The last time for satisfaction of the condition must be no earlier than the end of the offer period.";

3. section 650B(1)(a) of the Act were modified or varied by inserting the following words after the words "cash sum offered":

“, including where an increase in the cash sum is offered on a conditional basis as contemplated by subsection 620(2A)”;

04 / 09 19

4. section 650B of the Act were modified or varied by inserting the following subsection after subsection 650B(1):

“(1A) Where a bidder varies the offers made under the bid to improve the consideration offered on a conditional basis as referred to in paragraph 650B(1)(a), the bidder may also vary the offers made under the bid to provide that the additional consideration is to be paid or provided in accordance with the requirements of subsection 620(2A).”; and

5. section 650B(2A) of the Act were modified or varied by inserting the following words at the conclusion of that subsection:

“This subsection does not apply to the offer of any additional consideration that is subject to the operation of subsection 620(2A).”.

SCHEDULE A

Primary Health Care Limited ACN 064 530 516 ("Primary")

SCHEDULE B

The takeover bid by Primary for all of the issued ordinary shares in Independent Practitioner Network Limited ACN 083 519 377, the terms of which are contained in a bidder's statement lodged with ASIC on 21 June 2004.

Dated: 22 July 2004



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

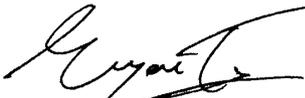
04 / 09 20

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

Pursuant to subsection 655A(1) of the Corporations Act 2001 the Australian Securities and Investments Commission varies paragraph 3 of Schedule C of the declaration dated 21 May 2004 being instrument number 04/0568 by deleting the full stop at the end of that paragraph and inserting the following:

", other than a novation deed in relation to the novation of the Guarantee Facility whereby, SingTel Optus Pty Ltd (ABN 90 052 833 208) ("**SingTel Optus**"), the holder of 100% of the shares in Optus as at the date of this instrument, is taken to be a party to the Guarantee Facility as if SingTel Optus was an original party to the Guarantee Facility instead of Alinta, and there is no benefit (whether under the novation deed or otherwise) to Alinta other than the consideration offered under the Optus Bid, the novation of the Debt Facilities referred to in subparagraph (2)(b) of Schedule C of this instrument, the termination of Alinta's obligations under the Guarantee Facility, the release and discharge of any claims against Alinta arising directly or indirectly in relation to the Guarantee Facility or any other arrangement entered into in the ordinary course of business, on arms length and unrelated to the Optus Bid."

Dated this 16th day of July 2004



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

04 / 09 22

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

Under paragraphs 655A(1) and 673(1) 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 person does not have a relevant interest in securities in a body corporate merely because of an escrow agreement relating to those securities of that body corporate; 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

Goldman Sachs JBWere Pty Ltd ACN 006 797 897
Wilson HTM Corporate Finance Ltd ACN 057 547 323 (together the "Underwriters")

Schedule B

An acquisition of a relevant interest in securities in Acrux Limited ACN 082 001 152 ("Acrux") arising as a result of the entry into an escrow agreement ("Escrow Deeds"), by the Underwriters and each of the following security holders:

Tim Morgan
William Charman
Third Evenell Pty Ltd ACN 006 792 721
Blue Dot Capital Pte Ltd (Singapore company)
Frijlink Pty Ltd ACN 006 321 151
Stratbrook Proprietary Limited ACN 071 960 775
Solaia Holdings Pty Limited ACN 079 118 648
Westblock Services Pty Ltd ACN 009 027 865
Jeanette Christian
William Jephcott

Richard Oliver
Ken Windle
James Foght
Peter Gillooly
Gatty Pty Ltd ACN 078 984 595

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that:

- (a) restricts disposal of, but not the exercise of voting rights attaching to, the securities of Acrux;
- (b) terminates no later than 12 months after the parties enter into the escrow agreement;
- (c) allows the security holder to accept into a takeover bid where:
 - (i) holders of at least half of the bid class securities that are not subject to the escrow agreement to which the offer under the bid relates have accepted; and
 - (ii) the escrow agreements require 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 or by share buyback; and
- (e) is substantially in the form of the draft Escrow Deeds provided to ASIC on or about 23 July 2004 and the effect of which is to be disclosed in the prospectus to be lodged with ASIC on or about 16 August 2004.

Dated this 26th day of July 2004



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

04 / 09 23

**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") hereby declares that Chapter 6D of the Act applies to the person specified in Schedule A in the case specified in Schedule B as if:

1. subsection 722(1) of the Act was modified or varied by inserting after the words "the person" the words "or a holding company of the person as at the date the offer was made (the *Parent*)"; and
2. subsection 722(2) of the Act was modified or varied by inserting after the words "the person" the words "or the Parent".

Schedule A

Pasminco Holdings Limited ACN 102 193 395 ("PHL").

Schedule B

An offer for sale of ordinary shares in Zinifex Limited ACN 101 657 309 by PHL under a prospectus lodged with ASIC on 11 March 2004.

Dated this 26th day of July 2004



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

0 4 / 0 9 2 4

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

Pursuant to paragraph 655A(1)(b) of the Corporations Act 2001 (the “Act”), the Australian Securities and Investments Commission (“ASIC”) declares that Chapter 6 of the Act applies in relation to the person named in Schedule A in the case referred to in Schedule B as if item 7 of section 611 were modified or varied by deleting paragraph (a) and replacing it with the following paragraph:

- “(a) no votes are cast in favour of the resolution by the person proposing to make the acquisition and their associates; and”.

Schedule A

CPT Manager Limited ACN 054 494 307, as responsible entity of the Prime Retail Property Trust ARSN 091 043 793 (“CPT Manager”).

Schedule B

An acquisition by CPT Manager of a relevant interest in 100% of the fully paid ordinary units in the Centro Property Trust ARSN 090 031 123 (“CPT”) pursuant to a resolution passed at a general meeting of CPT held in or around September 2004.

Dated this 27th day of July 2004



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

04 / 09 25

**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 27 July 2005.

SCHEDULE

AUSTRALIAN VISUAL COMMUNICATIONS LIMITED ACN 057 121 749

Dated: 27 July 2004

Signed:


.....

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

04 / 09 26

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

Under paragraph 601QA(1)(b) the Australian Securities and Investments Commission declares that Chapter 5C of the *Corporations Act 2001* applies to the person referred to in the Schedule until 30 June 2004 as if section 601GA of that Act were modified or varied by:

1. in subsection (1), omitting "The" and substituting "Subject to subsection (5), the";
2. in subsection (4), omitting "If" and substituting "Subject to subsection (5), if"; and
3. adding after subsection (4):
 - "(5) The constitution does not have to make adequate provision for transaction costs associated with the acquisition of an interest in the scheme or a withdrawal from the scheme where the responsible entity discloses the basis on which those costs are calculated in each Product Disclosure Statement for interests in the scheme that is given to a person as a retail client while the constitution does not make such provision.
 - (6) In this section, *transaction costs* means, in relation to the acquisition of an interest in the scheme or a withdrawal request, the amount that is included in the price at which the interest is acquired or has been deducted from the amount that would otherwise be paid in meeting the request that is reasonably attributable to the expenses associated with the acquisition or disposal of scheme assets merely because the interest has been acquired or the withdrawal request is met."

Schedule

CPT Manager Limited (ACN 054 494 307) in its capacity as the responsible entity of Centro MCS 33 (New Zealand) (ARSN 10 904 367).

Dated this 31st day of May 2004



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

04 / 09 27

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) 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 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 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 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 section 992AA of the Act.

SCHEDULE A — WHO IS EXEMPT

4. Any person who operates the scheme specified in Schedule B (scheme) including the following persons (promoters):
 - (a) Manvue Holdings Pty Ltd ACN 106 918 610; and
 - (b) any other person offering an interest in the scheme for issue,

other than a person who is aware that 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 the Act.

SCHEDULE B — SCHEMES EXEMPTED

5. 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 63-64 The Strand, Townsville Queensland developed in accordance with an approval of a local government organisation that was given to ASIC on 12 July 2004 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 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;
 - (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 in any 3 month period the total of such payments relates to a period of no more than 3 months and where:
 - (A) that total is reasonably commensurate with the work done or to be done, or the expenses incurred or likely to be incurred (as the case may be), by the operator during the period to which the payments relate; and
 - (B) where a FFE Fund has been established for the investor — no payment or part thereof is used for the replacement, repair or refurbishment of furniture, fittings and equipment of the strata unit in relation to the period to which the payment relates unless all money in the Fund has first been expended; and
 - (iii) where the FFE Fund has been established for the investor – one or more payments into the Fund where:
 - (A) each payment is by way of a deduction from rental income of the scheme that would otherwise be paid to the investor in relation to a period and does not exceed 3% of the gross rent attributable to the investor for the period; and

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- (B) the balance of the Fund at all times does not exceed \$5,000 for each strata unit made available by the investor for use as part of the scheme;
- (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 D.

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 another 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.
2. Where a FFE Fund has been established for an investor, the operator must ensure that:
 - (a) the money comprising the Fund is held on trust for the investor in a trust account and subject to audit as to whether the money has been dealt with in accordance with the terms of the trust by a registered company auditor at least annually; and
 - (b) the balance of the Fund is promptly returned to the investor at the termination of the scheme or upon the investor's withdrawal from the scheme, whichever occurs first.
3. Each promoter that is involved in making an offer of interests in the scheme for issue must not engage in any misleading or deceptive conduct or conduct that is likely to mislead or deceive in connection with those offers.
4. The operator must comply with the provisions specified in Schedule D which are included in the agreement referred to in paragraph (g) of Schedule B.

SCHEDULE D — PROCEDURES FOR TRANSFERRING MANAGEMENT RIGHTS

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

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

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

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

3. *Price payable on transfer*

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

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

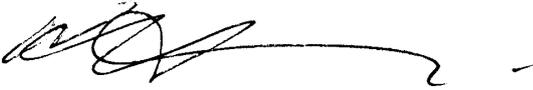
In this instrument:

04 / 09 27

FFE Fund means a fund established for an investor consisting of money paid by the investor and any interest accrued on that money, to be used from time to time in accordance with the written agreement referred to in paragraph (g) of Schedule B for the replacement, repair or refurbishment of furniture, fittings and equipment of the strata unit made available by the investor for use as part of the scheme; and offer is to be interpreted in accordance with subsection 1010C(2) of the Act.

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

Dated this 21 July 2004



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

04 / 09 28

Australian Securities and Investment Commission

Corporations Act 2001 – Paragraph 601QA(1)(b) -
Corporations Law - Subsections 1084(6) and 1454(2) – Revocation

Pursuant to paragraph 601QA(1)(b) of the Corporations Act 2001 and subsections 1084(6) and 1454(2) of the Corporations Law (as continued in force by section 1408 of that Act) the Australian Securities and Investments Commission ("ASIC") hereby revokes ASIC Instrument [04/674].

Dated this 26th day of July 2004

A handwritten signature in black ink, appearing to be 'M. Wall', written over a circular stamp or seal.

Signed by Michael Wall
as a delegate of the Australian Securities and Investment Commission

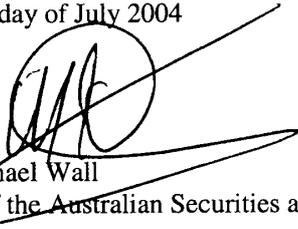
Australian Securities and Investment Commission

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Corporations Act 2001 – Paragraph 601QA(1)(b) -
Corporations Law - Subsections 1084(6) and 1454(2) – Revocation

Pursuant to paragraph 601QA(1)(b) of the Corporations Act 2001 and subsections 1084(6) and 1454(2) of the Corporations Law (as continued in force by section 1408 of that Act) the Australian Securities and Investments Commission ("ASIC") hereby revokes ASIC Instrument [04/675].

Dated this 26th day of July 2004

A handwritten signature in black ink, consisting of a circular loop followed by several vertical strokes, is written over a horizontal line. The signature is positioned above the text identifying the signatory.

Signed by Michael Wall
as a delegate of the Australian Securities and Investment Commission

04 / 09 30

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

Pursuant to paragraph 601QA(1)(b) the Australian Securities and Investments Commission declares that Chapter 5C of the *Corporations Act 2001* applies to the person referred to in the Schedule until 31 December 2004 as if section 601GA was modified or varied by:

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

" (5) The constitution does not have to make adequate provision for transaction costs associated with the acquisition of an interest in the scheme or a withdrawal from the scheme where the responsible entity discloses the basis on which those costs are calculated:

 - (a) in each Product Disclosure Statement for interests in the scheme that is given to a person as a retail client while the constitution does not make such provision; or
 - (b) where a Product Disclosure Statement is not required to be given, in each information memorandum for interests in the scheme that is given to a person while the constitution does not make such provision.

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

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

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(7) In this section:

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

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

Schedule

Credit Suisse Asset Management (Australia) Limited ACN 007 305 384 in its capacity as responsible entity of:

- (a) Credit Suisse Asset Management Select Investment Asian Share Fund ARSN 109 990 892;
- (b) Credit Suisse Asset Management Select Investment Global Hybrid Income Fund ARSN 109 991 095; and
- (c) Credit Suisse Asset Management Select Investment Australian Small Companies Fund ARSN 109 990 758

Dated this 26th day of July 2004



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

04 / 09 38

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

Under paragraph 601QA(1)(b) of the *Corporations Act 2001* the Australian Securities and Investments Commission varies ASIC Instrument [04/0779] dated 25 June 2004 by deleting "31 July 2004" and substituting "31 December 2004".

Dated this ^{29th} day of July 2004



Signed by Philippa M. Flook
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*) 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 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 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 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 section 992AA of the Act.

SCHEDULE A — WHO IS EXEMPT

Any person who operates the scheme specified in Schedule B (*scheme*) and the following persons (*promoters*):

- (a) Mission Prosperity Pty Ltd ACN 103 618 220 and MN Whitsunday Investments Pty Ltd ACN 103 610 993; and
- (b) any other person offering an interest in the scheme for issue,

other than a person who is aware that 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 the Act.

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 known as "Whitsunday Waters Resort" located at Beach Road, Dolphin Heads, Mackay in the State of Queensland and comprising all or any of Lots 1 to 86 on Building Units

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Plan 106981 developed in accordance with an approval of a local government organisation that was given to ASIC on 5 March 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:

- (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 a 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;
 - (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 in any 3 month period the total of such payments relates to a period of no more than 3 months and where:
 - (A) that total is reasonably commensurate with the work done or to be done, or the expenses incurred or likely to be incurred (as the case may be), by the operator during the period to which the payments relate; and
 - (B) where a FFE Fund has been established for the investor — no payment or part thereof is used for the replacement, repair or refurbishment of furniture, fittings and equipment of the strata unit in relation to the period to which the payment relates unless all money in the Fund has first been expended; and
 - (iii) where a FFE Fund has been established for the investor — one or more payments into the Fund where:
 - (A) each payment is by way of a deduction from rental income of the scheme that would otherwise be paid to the investor in relation to a period and does not exceed 3% of the gross rent attributable to the investor for the period; and

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- (B) the balance of the Fund at all times does not exceed \$5,000 for each strata unit made available by the investor for use as part of the scheme;
- (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 D.

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 another 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.
2. Where a FFE Fund has been established for an investor, the operator must ensure that:
 - (a) the money comprising the Fund is held on trust for the investor in a trust account and subject to audit as to whether the money has been dealt with in accordance with the terms of the trust by a registered company auditor at least annually; and
 - (b) the balance of the Fund is promptly returned to the investor at the termination of the scheme or upon the investor's withdrawal from the scheme, whichever occurs first.
3. Each promoter that is involved in making an offer of interests in the scheme for issue must not engage in any misleading or deceptive conduct or conduct that is likely to mislead or deceive in connection with those offers.
4. The operator must comply with the provisions specified in Schedule D which are included in the agreement referred to in paragraph (g) of Schedule B.

SCHEDULE D — 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

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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.

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

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

3. Price payable on transfer

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

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

4. Voting

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

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

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

Interpretation

In this instrument:

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

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

Dated this 30th of July 2004



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

**ASIC**

Australian Securities & Investments Commission

0 4 / 0 9 4 2

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

Pursuant to paragraph 601QA(1)(b) of the *Corporations Act 2001* (the "Act") the Australian Securities and Investments Commission declares that Chapter 5C of the Act applies to the person referred to in the Schedule until 31 December 2004 as if section 601GA of the Act was modified or varied by:

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

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- (i) in each Product Disclosure Statement for interests in the scheme that is given to a person as a retail client while the constitution does not make such provision; or
- (ii) where a Product Disclosure Statement is not required to be given, in each information memorandum for interests in the scheme that is given to a person while the constitution does not make such provision.

(7) In this section:

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

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

Schedule

Credit Suisse Asset Management (Australia) Limited ACN 007 305 384 as responsible entity of Credit Suisse Asset Management – US Syndicated Loan Fund ARSN 110 077 159.

Dated this 28th day of July 2004



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

**ASIC**

Australian Securities & Investments Commission

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

Pursuant to paragraph 601QA(1)(b) of the *Corporations Act 2001* (the "Act") the Australian Securities and Investments Commission declares that Chapter 5C of the Act applies to the person referred to in the Schedule until 31 December 2004 as if section 601GA of the Act was modified or varied by:

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

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- (i) in each Product Disclosure Statement for interests in the scheme that is given to a person as a retail client while the constitution does not make such provision; or
 - (ii) where a Product Disclosure Statement is not required to be given, in each information memorandum for interests in the scheme that is given to a person while the constitution does not make such provision.
- (7) In this section:

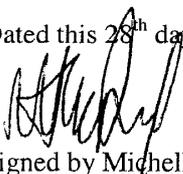
information memorandum means a document provided to wholesale clients, as defined in section 761G of the Act, in connection with the offer to issue, offer to arrange for the issue or the issue of interests in a scheme; and

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

Schedule

Credit Suisse Asset Management (Australia) Limited ACN 007 305 384 as responsible entity of Credit Suisse Asset Management Australian Share – Core Fund ARSN 110 077 382.

Dated this 28th day of July 2004



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



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Australian Market Licence (Reuters Transaction Services Limited) 2004

I, ROSS CAMERON, Parliamentary Secretary to the Treasurer, grant this Licence under subsection 795B (2) of the *Corporations Act 2001*.

Dated 28 July 2004

Parliamentary Secretary to the Treasurer

1 Name of Licence

This Licence is the *Australian Market Licence (Reuters Transaction Services Limited) 2004*.

2 Commencement

This Licence commences when it is granted.

3 Definitions

In this Licence:

Act means the *Corporations Act 2001*.

Australian participant means a person in this jurisdiction who is a participant in the market.

foreign bank means a body corporate that:

- (a) is a foreign corporation within the meaning of paragraph 51 (xx) of the Constitution; and
- (b) is authorised to carry on banking business (within the meaning of subsection 5 (1) of the *Banking Act 1959*) in a foreign country.

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Section 4

foreign exchange contract means a financial product specified in paragraph 764A (1) (k) of the Act.

market means the financial market that Reuters Transaction Services Limited is authorised to operate in this jurisdiction under this Licence.

Note 1 A number of expressions used in this Licence are defined in section 9 of the Act, including *ASIC*, *Australian ADI*, *related body corporate* and *this jurisdiction*.

Note 2 Expressions used in this Licence and in Chapter 7 of the Act, including *derivative*, *financial market*, *financial product* and *participant*, have the same meaning as in Chapter 7 of the Act. For the definitions of these expressions, see section 761A of the Act.

4 Grant of licence

This Licence is granted to Reuters Transaction Services Limited to operate the financial market currently known as Reuters Treasury Broking Services.

5 Classes of financial products

The classes of financial products that can be dealt with on the market are:

- (a) foreign exchange contracts; and
- (b) derivatives that:
 - (i) are foreign exchange or interest rate derivatives; and
 - (ii) are entered into under the current International Swaps and Derivatives Association, Inc. Master Agreement or another commonly used master agreement for foreign exchange or interest rate derivatives.

Note The International Swaps and Derivatives Association, Inc. Master Agreement as at the date of this Licence is known as the 2002 ISDA Master Agreement.

6 Clearing and settlement arrangements

- (1) Reuters Transaction Services Limited must, following the execution of, or during the negotiation of, a transaction on the market, notify each party to the transaction of the identity of the other party to the transaction.
- (2) Reuters Transaction Services Limited must have operating rules for the market that provide for transactions effected through the market to be settled by the parties to the transaction.

7 Australian participants

- (1) Reuters Transaction Services Limited must ensure that only the following are to be Australian participants:
 - (a) the Reserve Bank of Australia;
 - (b) an Australian ADI;
 - (c) a subsidiary of a foreign bank.

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- (2) An Australian participant must trade:
- (a) on its own behalf; or
 - (b) on behalf of a related body corporate.

8 Disclosure to Australian participants

Reuters Transaction Services Limited must disclose to an Australian participant, before access to the market is provided to the participant, that:

- (a) the principal place of business of Reuters Transaction Services Limited is located in the United Kingdom; and
- (b) the market is regulated primarily under the regulatory regime of the United Kingdom.

9 Reporting

- (1) Reuters Transaction Services Limited must give the following information to ASIC within 30 days after the end of each reporting period:
- (a) for each kind of contract that can be traded on the market — the total trade volume originating from Australian participants for the reporting period;
 - (b) the proportion of worldwide trading volume on the market that was conducted by Australian participants for the reporting period;
 - (c) the current name and business address in this jurisdiction of each Australian participant.
- (2) In this section:
- reporting period* means a period of 6 months ending on 31 March or 30 September in each year, during which the market is operated in this jurisdiction.

10 Submission to jurisdiction

Reuters Transaction Services Limited must submit to the non-exclusive jurisdiction of the Australian courts in actions brought by ASIC in relation to the market.

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.

AUSTRALIAN TRANSPORT NETWORK LIMITED
ACN 079 371 305 will change to a proprietary company limited by shares. The new name will be PACIFIC NATIONAL (TASMANIA) PTY LIMITED
ACN 079 371 305.

DEVELOPMENT AUSTRALIA NOMINEES LIMITED
ACN 004 005 967 will change to a proprietary company limited by shares. The new name will be DEVELOPMENT AUSTRALIA NOMINEES PTY LTD
ACN 004 005 967.

FLAG CHOICE HOTELS LIMITED ACN 081 959 891 will change to a proprietary company limited by shares. The new name will be FLAG CHOICE HOTELS PTY LTD ACN 081 959 891.

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

PRIMAC LIMITED ACN 010 023 284 will change to a proprietary company limited by shares. The new name will be PRIMAC PTY LTD ACN 010 023 284.

TOTAL HEALTHCARE ENTERPRISES LIMITED ACN 092 596 819 will change to a proprietary company limited by shares. The new name will be TOTAL HEALTHCARE ENTERPRISES PTY LIMITED
ACN 092 596 819.

BLUESTONE AUSTRALIA PTY LTD ACN 108 490 820 will change to a public company limited by shares. The new name will be BLUESTONE AUSTRALIA LIMITED ACN 108 490 820.

DIAL TIME PTY LTD ACN 090 059 564 will change to a public company limited by shares. The new name will be BILL EXPRESS LIMITED ACN 090 059 564.

HUNTING AND CONSERVATION (NSW) PTY LIMITED ACN 099 922 273 will change to a public company limited by shares. The new name will be HUNTING AND CONSERVATION (NSW) LTD
ACN 099 922 273.

PRIMAC ELDERS LIMITED ACN 076 142 053 will change to a proprietary company limited by shares. The new name will be PRIMAC ELDERS PTY LTD
ACN 076 142 053.

THE PERFUME CONNECTION PTY LIMITED ACN 074 385 854 will change to a public company limited by shares. The new name will be THE PERFUME CONNECTION LIMITED ACN 074 385 854.

TRICORN LIMITED ACN 074 166 233 will change to a proprietary company limited by shares. The new name will be TRICORN PTY LTD ACN 074 166 233.