



Commonwealth of Australia



ASIC

Australian Securities &
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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 Act — Paragraphs 951B(1)(a) and (c) — Exemption, Declaration
and Variation**

Enabling legislation

1. The Australian Securities and Investments Commission makes this instrument under paragraphs 951B(1)(a) and (c) of the *Corporations Act 2001* (the *Act*).

Title

2. This instrument is ASIC Class Order [CO 05/1195].

Commencement

3. This instrument commences on the later of:

- (a) the date of its gazettal; and
- (b) the date it is registered under the *Legislative Instruments Act 2003*.

Note: An instrument is registered when it is recorded on the Federal Register of Legislative Instruments (**FRLI**) in electronic form: see *Legislative Instruments Act 2003*, s 4 (definition of **register**). The FRLI may be accessed at <http://www.frli.gov.au/>.

Exemption for providers of oral general advice

4. A financial services licensee (the **providing entity**) and an authorised representative (the **providing entity**) of a financial services licensee do not have to comply with subsection 949A(2) of the Act where:
 - (a) the advice is provided orally to a person (the **client**); and
 - (b) at the time the advice is provided, the providing entity orally warns the client that:
 - (i) the advice is general; and
 - (ii) the advice may not be appropriate for the client.

Declaration — operation of subsection 949A(4)

5. Part 7.7 of the Act applies in relation to a providing entity as if subsection 949A(4) in that Part were modified or varied by omitting “subsection (1)” (twice occurring) and substituting “subsection (2)”.

Variation of ASIC Class Order [CO 05/835]

6. ASIC Class Order [CO 05/835] is varied by, in paragraph 5 (introductory words) after “Act”, inserting “or a warning under subsection 949A(2) of the Act”.

Interpretation

7. In this instrument:

authorised representative has the meaning given by section 761A of the Act.

Dated this 29th day of November 2005

A handwritten signature in black ink, reading "Brendan Byrne".

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

**ASIC**

Australian Securities & Investments Commission

0 5 / 1 1 9 6**Australian Securities and Investments Commission****Corporations Act 2001 – Paragraphs 926A(2)(a) and 951B(1)(a) and 1020F(1)(a)
– Exemption**

Under paragraph 926A(2)(a) of the *Corporations Act 2001 (the Act)*, the Australian Securities and Investments Commission (*ASIC*) exempts IG Index plc ARBN 099 337 390 (*IGI*) from paragraph 912A(1)(g) of the Act to the extent that it requires IGI to have a dispute resolution system that covers complaints in connection with the financial services referred to in Schedule A. This exemption is subject to the conditions specified in Schedule B and is only available for as long as those conditions are met.

Under paragraph 951B(1)(a) of the Act, ASIC exempts IGI and IG Australia Pty Ltd ACN 096 585 410 (*IGA*) from Division 2 of Part 7.7 of the Act in the case mentioned in Schedule A. This exemption is subject to the conditions specified in Schedule C and is only available for as long as those conditions are met.

For the avoidance of doubt, under paragraph 1020F(1)(a) of the Act, ASIC exempts IGI from subparagraph 1012B(3)(a)(iii) of the Act in the case mentioned in Schedule D. This exemption is subject to the conditions specified in Schedule E and is only available for as long as those conditions are met.

Schedule A

Where IGI or IGA provide, outside UK business hours, financial services (*the night desk services*) in relation to spread bets from premises in this jurisdiction to persons (*the UK clients*) who are not in this jurisdiction and who have entered a client agreement with IGI under the relevant UK laws, where:

1. the Financial Ombudsman Service has jurisdiction over complaints from the UK clients about the night desk services; and
2. IGI and IGA take reasonable steps to comply with the relevant UK laws in relation to the provision of the night desk services as if those services were provided from premises in the United Kingdom.

Schedule B

Before the provision of the night desk services to the UK clients, IGI must give to the UK clients a statement in writing that:

1. IGI takes responsibility, and is liable, for all conduct of IGA and employees of IGA in relation to the night desk services, whether or not that conduct is within the scope of the authorisation given by IGI; and

2. the provision of the night desk services to the UK clients by IGI and IGA is regulated by the relevant UK laws in relation to the provision of those services; and
3. IGI is exempt from the requirement to maintain membership to an Australian external dispute resolution scheme that covers complaints from the UK clients about financial services provided by IGI, or by persons acting on behalf of IGI, in this jurisdiction.

Schedule C

Before the provision of the night desk services to the UK clients, IGI must give to the UK clients a written statement containing information about the night desk services that complies with the disclosure requirements set out in the Conduct of Business Sourcebook in the FSA Handbook, including but not limited to:

1. the requirements in COB 5.5 of the FSA Handbook to give:
 - (a) information about the identity and business address of IGI and any relevant agent of IGI; and
 - (b) information about the identity and status, or relationship with IGI, of employees and other agents with whom the UK clients may have contact; and
 - (c) a written statement that in some or all respects the regulatory system applying, including any compensation arrangements, may be different from that of the United Kingdom; and
2. the requirement in COB 5.7 of the FSA Handbook to give information about charges, remuneration and commission receivable by IGI or representatives of IGI.

Schedule D

Where IGI issues spread bets where:

1. the spread bets are issued to persons in the United Kingdom pursuant to offers (*Offers*) made in this jurisdiction and received in the United Kingdom; and
2. the person who makes the Offers takes reasonable steps to comply with the relevant UK laws relating to the Offers as if the person were in the United Kingdom.

Schedule E

Before or at the time that any Offer is made, IGI must give to the person to whom the Offer is made a statement in writing that:

1. IGI and IGA are exempt from the requirement to give a Product Disclosure Statement in respect of the Offer and the issue of spread bets pursuant to the Offer; and

2. the Offer of the spread bets is regulated by the relevant UK laws.

Interpretation

In this instrument:

client agreement has the meaning given in the Glossary to the FSA Handbook.

Financial Ombudsman Service has the meaning given in the Glossary to the FSA Handbook.

FSA Handbook means the Financial Services Authority Handbook as in force as at the date of this instrument.

outside UK business hours means the hours between 9.30 p.m. and 6.30 a.m. (London time) on each of the days Sunday to Thursday inclusive.

relevant UK laws means *Financial Services and Markets Act 2000* of the United Kingdom as in force at the date of this instrument and the rules set out in the FSA Handbook.

representative has the meaning given in the Glossary to the FSA Handbook.

spread bet means a contract:

- (a) that is entered into between IGI and the UK clients; and
- (b) the purpose or purported purpose of which is to secure a profit or avoid a loss by reference to fluctuations in a measure of changes in values, prices or similar numerical representation of price, size or value in respect of any property (including one or more stocks, shares, currencies or commodities), market quotation or rate or other event of item for which IGI provides quotes.

United Kingdom has the meaning given in the Glossary to the FSA Handbook.

Dated this 22nd day of November 2005



Signed by Fleur Grey
as a delegate of Australian Securities and Investment Commission

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**Australian Securities and Investments Commission
Corporations Act 2001 – Paragraph 911A(2)(l) – Exemption**

Under paragraph 911A(2)(l) of the *Corporations Act 2001* (*the Act*), the Australian Securities and Investments Commission (*ASIC*) exempts, for the avoidance of doubt, the person referred to in Schedule A from the requirement to hold an Australian financial services licence (*AFSL*) for dealing in, or providing a custodial or depository service in relation to, any of the financial products referred to in Schedule B in the case referred to in Schedule C.

Schedule A

The Surf Life Saving Foundation Inc ABN 47 945 812 553 (*the Foundation*)

Schedule B

1. A financial product issued by Perpetual Trustees Australia Limited ACN 000 431 827 or any of its wholly owned subsidiaries (*Perpetual*); and
2. A basic deposit product issued by an Australian ADI.

(together, *the financial products*).

Schedule C

Where all the following apply:

- (a) The Foundation applies for, acquires or disposes of the financial products:
 - (a) in its capacity as the agent of a Surf Life Saving Organisation;
 - (b) in accordance with the instructions given by the Surf Life Saving Organisation; and
 - (c) pursuant to an arrangement between the Foundation, Perpetual and the relevant Surf Life Saving Organisation where:
 - (i) the Foundation acts as a central point of contact between Perpetual and the relevant Surf Life Saving Organisation;
 - (ii) the financial products are held in the name of the Foundation; and
 - (iii) the Foundation does not receive any direct financial or non-financial benefit as a result of applying for, acquiring or disposing of the financial products as agent for the relevant Surf Life Saving Organisation; and
- (b) Perpetual is the holder of an AFSL authorising it to deal in, and provide financial product advice in relation to, the financial products.

Interpretation

In this instrument:

Except where otherwise stated, references to provisions are to provisions of the Act:

arrangement means a contract, agreement, understanding, scheme or other arrangement (as existing from time to time):

- (a) whether formal or informal, or partly formal and partly informal; and 05 / 12 14
(b) whether written or oral, or partly written and partly oral; and
(c) whether or not enforceable, or intended to be enforceable, by legal proceedings and whether or not based on legal or equitable rights.

Australian ADI has the meaning given by section 9.

basic deposit product has the meaning given by section 761A.

custodial or depository service has the meaning given by section 766E.

dealing has the meaning given by paragraphs 766C(1)(a) and (e).


financial product advice has the meaning given by section 766B.

Surf Life Saving Organisation means a body listed in the document titled 'Surf Life Saving Organisations' given to the Australian Securities and Investments Commission on 3 November 2005.

Commencement

This instrument takes effect on gazettal.

Dated this 25th day of November 2005



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



ASIC

Australian Securities & Investments Commission

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

Notice of Cancellation of an Australian Financial Services Licence

TO: John Hopkins Securities Limited, ACN: 065 576 114 ("the Licensee")
L2, 613 St Kilda Road, Melbourne Victoria 3004

Pursuant to section 915B(3)(d) of the **Corporations Act 2001**, the Australian Securities and Investments Commission hereby cancels Licence Number 224143 held by the Licensee with effect from the date on which this notice is given to the Licensee.

Dated this 22 November 2005.

Signed

Allan Melville, 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 1020F(1)(a) – Exemption

Under paragraph 1020F(1)(a) of the Corporations Act 2001 (the "Act") the Australian Securities and Investments Commission ("ASIC") exempts, until 10 February 2006, the persons specified in Schedule A from section 1019F of the Act in the case specified in Schedule B on the conditions set out in Schedule C for so long as they are met.

For the avoidance of doubt, under paragraph 601QA(1)(a) of the Act ASIC exempts, until 10 February 2006, the persons specified in Schedule A from Chapter 5C of the Act in relation to the operation of the Share Sale Facility.

For the avoidance of doubt, under paragraph 1020F(1)(a) of the Act ASIC exempts, until 10 February 2006, the persons specified in Schedule A from Part 7.9 of the Act, apart from section 1019F, Divisions 5A and 7, in relation to offers to issue, offers to arrange for the issue or the issue of interests in the Share Sale Facility.

Schedule A

1. AWB Limited ACN 081 890 459 ("AWB");
2. Deutsche Securities Australia Ltd ACN 003 204 368 (the "Broker"); and
3. Computershare Investor Services Pty Limited ACN 078 279 277.

Schedule B

AWB invites Eligible Shareholders to offer to sell or dispose of AWB Shares under the Share Sale Facility where:

- (a) the invitation to offer to sell or dispose of the AWB Shares is in writing and dated on or about 6 December 2005; and
- (b) the correct closing price of AWB Shares on the ASX as at 29 November 2005 is quoted in the invitation; and
- (c) the sale or disposal of the AWB Shares occurs through an arrangement made by the Broker acting on behalf of AWB acting on behalf of the Eligible Shareholders and the Broker is under an obligation to sell the AWB Shares at the best price reasonably obtainable at the time of the relevant sale; and
- (d) the sale or disposal of the AWB Shares is conducted on the ASX.

Schedule C

AWB does all things necessary to ensure that:

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1. the Invitation prominently discloses and sets out: **0 5 / 1 2 1 7**
- (a) the closing price of AWB Shares on the ASX as at 29 November 2005;
 - (b) the number of AWB Shares held by the Eligible Shareholder at close of trading on the ASX on 29 November 2005 that may be sold pursuant to the Invitation;
 - (c) that the price of AWB Shares is subject to change from time to time;
 - (d) how up to date information on the price of AWB Shares can be obtained;
 - (e) information about expenses relating to the services provided by the Broker to AWB for Eligible Shareholders who accept the Invitation; and
 - (f) information about any other significant characteristics or features of the Invitation or of the rights, terms, conditions and obligations attaching to accepting the Invitation including, without limitation:
 - (i) the period during which the Invitation remains open;
 - (ii) any significant risks associated with participating in the Share Sale Facility; and
 - (iii) a description of the manner in which the sale of AWB Shares will be conducted, how AWB Shares will be sold and how the sale price will be determined;
2. if any of the persons mentioned in Schedule A makes other information relating to the Invitation available to Eligible Shareholders, or to persons more generally – a statement of how that information may be accessed;
3. if the Invitation is made up of two or more separate documents – all of the documents are given to the Eligible Shareholder at the same time; and
4. the information included in the Invitation is worded and presented in a clear, concise and effective manner.

Interpretation

In this instrument:

ASX means the licensed market operated by Australian Stock Exchange Limited ACN 008 624 691;

AWB Shares means fully-paid ordinary shares issued by AWB and quoted on the ASX;

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AWB Share Register means the register of members maintained by AWB in accordance with paragraph 168(1)(a) of the Act;

Eligible Shareholder means each person or persons who, has a registered address in Australia (as shown in the AWB Share Register), who holds 1,500 or less AWB Shares as at 7:00pm (Melbourne time) on 2 December 2005 and who is not an employee of AWB or a related body corporate of AWB;

Invitation means any written document or accompanying documents referred to in Schedule B; and

Share Sale Facility means a facility pursuant to which Eligible Shareholders will be able to elect to sell all of their AWB Shares in the manner specified in the Invitation.

Dated this 29th day of November 2005



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

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

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

SCHEDULE A - WHO IS EXEMPT

Southern Rose Pty. Limited ACN 005 884 453 (*promoter*).

SCHEDULE B – SCHEME EXEMPTED

Operating the managed investment scheme (*serviced strata scheme*) described in the letter of Herman Partners dated 19 September 2005 to ASIC in relation to Southern Rose Pty. Limited ACN 005 884 453 and its development of the resort complex known as "Torquay Heights Retreat" located at 220 Great Ocean Road (Lot 3, L/P 99114), Torquay, Victoria, developed in accordance with an approval of the Surf Coast Shire dated 20 October 2005, which involves an owner (*investor*) of real property (*strata unit*), in relation to which on 1 March 2000 there was no person who had bought or agreed to buy a strata unit and who, before agreeing to buy, had been offered an interest in the scheme, where all of the following apply:

- (a) the sale of the strata unit is not and was not conditional on participation in the serviced strata scheme;
- (b) each investor and 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;

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- (d) the operator is licensed in relation to the conduct of the letting services under the law of a State or Territory or is a financial services licensee;
- (e) The operator takes reasonable steps to ensure that any part of the scheme property held in cash or on deposit with an Australian ADI or another financial institution is held on trust for the members in a trust account and subject to audit as to whether the moneys have been dealt with in accordance with the terms of the trust by a registered company auditor at least annually;
- (f) If a FFE Fund has been established for an investor, the operator takes reasonable steps to ensure that:
 - (i) 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
 - (ii) 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;
- (g) no payment is liable to be made by an investor to participate in the scheme other than:
 - (i) payment of money to buy the strata unit;
 - (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
 - (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;
- (h) there is no obligation on any person to ensure that other owners of strata units agree to participate in the scheme;

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- (i) the resort complex is operated in accordance with a written agreement entered into or to be entered into between an operator and each investor which agreement includes provisions as specified in Schedule C;

SCHEDULE C – PROCEDURES FOR TRANSFERRING MANAGEMENT RIGHTS

1. Transfer of management rights

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

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

6. *Assistance*

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

7. *Definitions*

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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:

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.

Commencement

This instrument commences on gazettal.

Dated this 30th day of November 2005.



Signed by Christopher 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) – Declaration

Under 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 all persons in relation to an offer made in or accompanied by the disclosure document specified in Schedule A in the case referred to in Schedule B as if a reference to:

- (a) disclosure document in paragraphs 723(1)(a), 728(1)(a) and 728(1)(b) of the Act;
- (b) prospectus in paragraphs 721(1) and 723(1)(a) of the Act; and
- (c) a copy of a prospectus in subsections 721(3) and 727(2) of the Act,

includes a reference to a document or copy of a document that differs from a prospectus lodged with ASIC to the following extent:

- (a) on page 2 and in table 2.4.1 of the prospectus, the references to “Retail Offer and Priority Offers open” date of Friday 25 November 2005, is changed to Wednesday 23 November 2005;
- (b) in note 5 (on page 113) to section 7.9 of the prospectus, insert after the second sentence a new third sentence: “Goodwill on the other entities conducting the Baking, Spreads and Oils businesses is not eliminated because those companies are not GFCF or subsidiaries of GFCF.”;
- (c) section 1.12 of the prospectus (including text) is moved to section 1.2 at the top of page 24 and the following text inserted immediately after:

“The business activities of the Company are subject to various risks. These risks include (but are not limited to) competitors’ actions, loss of key personnel, threats to intellectual property and brand protection, reliance on suppliers, integration and acquisition risks, increases in distribution costs, exposure to foreign currency, risks arising from operating in international markets, production interruption and environmental issues. Further details about these risks are set out in section 9.2.

The markets in which the Company operates are also subject to risks. These include the consolidation and increase of customer purchasing power, fluctuations in the prices of raw materials and commodities, product liability issues and health concerns. Further details on risks specific to the industry in which the Company operates are set out in section 9.3.

There are also general risks arising from investing in shares. Further details on risks arising from share investment are set out in section 9.4”

and the remainder of section 1 and cross-references are re-numbered accordingly;

- (d) in existing tables 1.2.1, 4.1.2, 4.4.1, 4.5.1, 4.6.1, 4.7.1 and 8.3.1 in the prospectus and on pages 127 and 134 of the prospectus, the words ‘Pro Forma’ are inserted between “Directors” and “Forecast” wherever the phrase “Directors’ Forecast” appears;
- (e) in the third line of paragraph 5 of the Chairman’s Letter in the prospectus, the words “of Goodman Fielder” are removed;
- (f) in table 3.2.5.1 in the prospectus, delete “2” and insert a “3” on the “Flour” line in the “Category position” column, and immediately after, insert a

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note 3 as follows: "#1 in branded flour. Second only to unbranded private label."; and

- (g) in the "Important Notice" section of the prospectus, insert the following paragraph :

"This version of Prospectus

Under ASIC relief granted on 18 November 2005, certain amendments have been made to this Prospectus. Accordingly this document is not the same as that lodged with ASIC on 15 November 2005".

SCHEDULE A

Prospectus lodged on 15 November 2005 by Goodman Fielder Limited ACN 116 399 430 to offer the issue of between 927.5 and 1,060 million fully paid ordinary shares in Goodman Fielder Limited ACN 116 399 430, at an indicative price range of \$1.85 - 2.00 per share.

SCHEDULE B

All offers made in or accompanied by the disclosure document where:

- (a) no application form is attached to the disclosure document lodged with ASIC;
- (b) no application form has been distributed with the disclosure document or a copy of the disclosure document prior to the date of this instrument; and
- (c) the disclosure document contains the statement referred to in paragraph (g) of this instrument.

Dated this 21st day of November 2005



Signed by Rachel Howitt

as a delegate of the Australian Securities and Investments Commission.

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

Under paragraph 655A(1)(b) of the Corporations Act 2001 (Act), the Australian Securities and Investments Commission (ASIC) declares that Chapter 6 of the Act applies to the person specified in Schedule A in the case specified in Schedule B, as if subsection 619(2) of the Act were modified or varied to:

1. Replace "." with ";" at the end of paragraph (e); and
2. Add the following immediately after paragraph (e):

"(f) any differences in the offers attributable to the fact that the bidder cannot legally offer a CDI in its common stock to holders in the United States of America.

In this subsection "CDI" has the same meaning as in the Settlement Rules of ASX Settlement & Transfer Corporation Pty Ltd ACN 008 504 532."

Schedule A

Magellan Petroleum Corporation, a corporation incorporated in Delaware, United States of America (Bidder).


Schedule B

A proposed takeover bid by the Bidder for all the shares in Magellan Petroleum Company Limited ACN 009 728 581, in respect of which a bidder's statement was lodged with ASIC on or about 1 December 2005, where:

- (a) holders who are located in the United States of America are offered common stock in the Bidder as consideration under the bid; and
- (b) all other holders are offered a choice of common stock in the Bidder or CDIs in its common stock as consideration under the bid.

Dated this 29th day of November 2005.

Signed by:



.....
Jerry Pearson, as a delegate of ASIC.



05 / 1227

ASIC

Australian Securities & Investments Commission

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

Pursuant to paragraph 601QA(1)(b) of the *Corporations Act 2001* ("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 2005 as if section 601GA was modified or varied by:

1. in subsection (1), omitting "The" and substituting "Subject to subsections (5), (6), (7), (8) and (9) the";
2. in subsection (4), omitting "If" and substituting "Subject to subsections (5), (6), (7), (8) and (9) if";
3. adding after subsection 601GA(4):

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

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

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

(7) The constitution does not have to make adequate provision for the consideration to acquire an interest in the scheme or a withdrawal from

the scheme to the extent that it depends on allocating a liability to a particular class of an interest in the scheme where the responsible entity:

- (a) allocates that liability to a particular class of an interest in the scheme on economic grounds only; and
- (b) discloses a general description of the basis on which the liability has been allocated in each Product Disclosure Statement for interests in the scheme that is given to a person as a retail client while the constitution does not make such provision.

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

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

provided that:

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

- (i) the responsible entity may increase the amount of the payment in respect of the consideration to acquire or the proceeds payable upon a withdrawal by an amount equal to the input tax credit; and
- (ii) subsequent to the payment in respect of the consideration to acquire or the proceeds payable upon a withdrawal, should the input tax credit not arise or the amount of the input tax credit was incorrectly estimated, the responsible entity must recover from or credit to the member the amount of any inaccuracy in the estimate.

(10) In this section:

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

input tax credit has the same meaning as input tax credit under section 195-1 of the A New Tax System (Goods And Services Tax) Act 1999;

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

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

Schedule

Equity Trustees Limited ACN 004 031 298 in its capacity as responsible entity of the Australian Value High Conviction Fund ARSN 117 232 612.

Dated this 30th day of November 2005.



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



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ASIC

Australian Securities & Investments Commission

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

Notice of Cancellation of an Australian Financial Services Licence

TO: Hayes Knight Financial Planning (Vic) Pty Ltd. ABN: 57 051 456 001
("the Licensee")
Level 3, 60 Collins Street, Melbourne, Vic, 3000

Pursuant to section 915B(3)(d) of the **Corporations Act 2001**, the Australian Securities and Investments Commission hereby cancels Licence Number 240538 held by the Licensee with effect from the date on which this notice is given to the Licensee.

Dated this 24th day of November 2005.

Signed

Allan Melville, a delegate of the Australian Securities and Investments Commission



ASIC

Australian Securities & Investments Commission

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Australian Securities & Investments Commission
Corporations Act 2001 Section 915B

Notice of Cancellation of an Australian Financial Services Licence

TO: C.P Bourne & M.H Flanagan & S.D Green & D.M Guy. ABN: 92 358
233 420 ("the Licensee")
Rochdale House, 158 Ballina Road, Goonellabah, NSW, 2480

Pursuant to section 915B(3)(d) of the **Corporations Act 2001**, the Australian Securities and Investments Commission hereby cancels Licence Number 285753 held by the Licensee with effect from the date on which this notice is given to the Licensee.

Dated this 30th day of November 2005.

Signed

Allan Melville, 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.

BRIDGEWATER CAPITAL LTD ACN 110 542 731 will change to a proprietary company limited by shares. The new name will be **BRIDGEWATER CAPITAL PTY LIMITED** ACN 110 542 731.

FERROUS METALS LIMITED ACN 106 511 139 will change to a proprietary company limited by shares. The new name will be **FERROUS METALS PTY LTD** ACN 106 511 139.

SANCTUARY VISTA LIMITED ACN 078 253 826 will change to a proprietary company limited by shares. The new name will be **SANCTUARY VISTA PTY LTD** ACN 078 253 826.

DYMOCKS BOOK ARCADE LIMITED ACN 000 009 441 will change to a proprietary company limited by shares. The new name will be **DYMOCKS BOOK ARCADE PTY LTD** ACN 000 009 441.

LUBEMASTER AUSTRALIA LTD ACN 103 420 640 will change to a proprietary company limited by shares. The new name will be **LUBEMASTER AUSTRALIA PTY LTD** ACN 103 420 640.

SPHERE PETROLEUM PTY LTD ACN 111 709 598 will change to a public company limited by shares. The new name will be **WEST AFRICAN PETROLEUM LIMITED** ACN 111 709 598.