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RIGHTS OF REVIEW

Persons affected by certain decisions made by ASIC under the *Corporations Act 2001* and the other legislation administered by ASIC may have rights of review. ASIC has published Regulatory Guide 57 *Notification of rights of review* (RG57) and Information Sheet *ASIC decisions – your rights* (INFO 9) 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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10-0931

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

1. Under paragraph 655A(1)(b) of the *Corporations Act 2001* (the *Act*), the Australian Securities and Investments Commission (*ASIC*) hereby declares that Chapter 6 of the Act applies to the person referred to in Schedule A in the case referred to in Schedule B as if section 609 of the Act were modified or varied by inserting after subsection 609(6) the following subsections:

"(6A) If a holder of an interest in an ETF:

- (a) has a relevant interest in a security arising from the facility offered by the responsible entity of the ETF to redeem interests in the ETF; and
- (b) has no power to control voting or disposal of the security other than if the interest in the ETF is redeemed,

that particular relevant interest in the security shall be disregarded until the interest in the ETF is redeemed.

- (6B) If a holder or former holder of an interest in an ETF has a relevant interest in, a security because subsection (6A) ceases to apply, the holder or former holder is taken to acquire the security at that time, by a transaction in relation to the security.

- (6C) For the purposes of subsections (6A) and (6B):

- (a) *ETF* has the same meaning as defined in the ASX Operating Rules as at the date of this instrument.
- (b) "**a holder of an interest in an ETF**" means a person who has a relevant interest in an ETF."

2. Under section 673(1)(b) of the Act, ASIC declares that Chapter 6C of the Act applies to the person described in Schedule A in the case referred to in Schedule B as if section 671B of the Act were modified or varied by inserting after subsection 671B(7) the following subsection:

"(7A) For the purposes of this section and of the definition of "substantial holding" in section 9, disregard any relevant interest in securities which is disregarded for the purposes of Chapter 6 because of subsection 609(6A) to (6C)."

10-0931

Schedule A

A person who has a relevant interest in or voting power in relation to the underlying securities held by the Scheme.

Schedule B

The calculation of the relevant interest in, or voting power in relation to, the securities of the persons described in Schedule A where:

1. the responsible entity of the Scheme has a principal investment strategy of investing in the constituent securities of the S&P/ASX Dividend Opportunities Index in proportion to those securities' relative weightings in the index;
2. the responsible entity of the Scheme offers an application and redemption facility in respect of interests in the Scheme on a substantially continuous basis, where the principal consideration due in respect of an issue or redemption may comprise a parcel of securities published by or on behalf of the responsible entity from time to time (for the avoidance of any doubt, the application and redemption facility will be taken to be offered on a substantially continuous basis despite its suspension for limited periods in connection with corporate events such as the payment of regular distributions); and
3. the Scheme is an ETF as defined in the ASX Operating Rules as at the date of this instrument.

Interpretation

In this instrument:

Scheme means iShares S&P/ASX High Dividend Index Fund ARSN 146 080 926.

Dated: 11 October 2010



Signed by Violet Wong
as delegate of the Australian Securities and Investments Commission

10-0971

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

Under paragraph 601QA(1)(a) of the *Corporations Act 2001* (the *Act*), the Australian Securities and Investments Commission (*ASIC*) hereby exempts the person referred to in Schedule A from paragraph 601FC(1)(d) of the Act in the case specified in Schedule B on the conditions set out in Schedule C and for so long as they are met.

Schedule A

BlackRock Investment Management Limited ACN 006 165 975 (the *Responsible Entity*) in its capacity as the responsible entity of the iShares S&P/ASX High Dividend Index Fund ARSN 146 080 926 (the *Scheme*).

Schedule B

Where:

1. only an Authorised Participant is permitted to redeem units in the Scheme; or
2. the Responsible Entity only provides to Authorised Participants certain portfolio information in relation to the Scheme; or
3. a member is restricted from receiving the Withdrawal Securities.

Schedule C

1. The Product Disclosure Statement for the Scheme lodged with ASIC discloses full particulars of the differential treatment that will apply to members:
 - (a) redeeming units from the Scheme;
 - (b) who are not Authorised Participants in respect of their inability to redeem units in the Scheme;
 - (c) who are restricted from receiving portfolio information in relation to the Scheme; and
 - (d) who are restricted from receiving the Withdrawal Securities.

10-0971

2. Units in the ETF class of the Scheme remain admitted to Trading Status on the financial market operated by ASX Limited ACN 008 624 691.

Interpretation

For the purposes of this instrument:

Authorised Participant means a Trading Participant as such term is defined in the ASX Operating Rules, as at the date of this instrument, who has entered into an authorised participant agreement with the Responsible Entity or such other person as the Responsible Entity determines.

ETF has the same meaning as defined in the ASX Operating Rules as at the date of this instrument.

Trading Status has the same meaning as defined in the ASX Operating Rules as at the date of this instrument.

Withdrawal Securities means the portfolio of securities as determined by the Responsible Entity in accordance with the Constitution for the Scheme in respect of a Withdrawal Unit Amount of units of an ETF class of the Scheme.

Dated: 11 October 2010



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

10-0972

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

Under paragraph 1020F(1)(c) of the *Corporations Act 2001* (the *Act*), the Australian Securities and Investments Commission (**ASIC**) declares that Division 2 of Part 7.9 of the Act applies to the person specified in Schedule A in the case referred to in the Schedule B as if the following provisions were modified or varied by:

1. omitting "." at the end of paragraph 1013H(c) and replacing it with "; or"; and
2. inserting a new paragraph 1013H(d) as follows:

"(d) an application of a kind referred to in paragraph (b) will be made to the operator of that market no later than 7 days of the date of the issue of the product";
3. omitting "." at the end of subsection 1016D(1)(b) and replacing it with "; or";
4. inserting a new paragraph 1016D(1)(c) as follows:

"(c) an application for quotation of the product has been made to the operator of that market no later than 7 days of the date of the issue of the product";
5. omitting paragraphs 1016D(2)(a) and (b);
6. inserting new paragraphs 1016D(2)(a) and (b) as follows:

"(a) an application for quotation of the product has not been made to the operator of that market for the taking of such action as is necessary to enable financial products of that kind to be traded on that market within 7 days of the relevant date or the date of issue of the product; or

(b) the product is not able to be traded on that market at the end of 3 months after the relevant date or the date of issue of the product";

10-0972

7. inserting after the words "(see subsection (4))" in subparagraph 1016E(1)(b)(i) "or no later than 7 days after the date of the issue of the product"; and
8. inserting after the words "the relevant date" in subparagraph 1016E(1)(b)(ii) "or the date of issue of the product".

Schedule A

BlackRock Investment Management (Australia) Limited ACN 006 165 975 (the **Responsible Entity**) in its capacity as the responsible entity of the iShares S&P/ASX High Dividend Index Fund ARSN 146 080 926 (the **Scheme**).

Schedule B

Where the Responsible Entity offers interests in the Scheme under a Product Disclosure Statement lodged with ASIC that discloses the full particulars of the issue of the financial product including:

1. the timing arrangements in relation to the quotation of newly issued financial products on the financial market operated by ASX Limited ACN 008 624 691 (**ASX**);
2. that no later than 5 business days after the last business day of each calendar month, the Responsible Entity will make a notification to ASX of the Scheme's total number of units on issue; and
3. the maximum time in which the issuer will hold application moneys before issuing the financial products to applicants.

Dated: 11 October 2010



Signed by Violet Wong
as delegate of the Australian Securities and Investments Commission

10-0973

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

Under paragraph 1020F(1)(a) of the *Corporations Act 2001* (the *Act*), the Australian Securities and Investments Commission exempts BlackRock Investment Management (Australia) Limited ACN 006 165 975 in its capacity as responsible entity of the iShares S&P/ASX High Dividend Index Fund ARSN 146 080 926 (the *Scheme*) from section 1017B of the Act on the condition that the Scheme complies with the disclosing entity provisions as if it were a disclosing entity that was subject to those provisions and for so long as this condition is met.

Interpretation

In this instrument

Disclosing entity provisions means any provision of the Act that applies to an unlisted disclosing entity.

Dated: 11 October 2010



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

10-0975

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

1. Under paragraph 655A(1)(b) of the *Corporations Act 2001* (the *Act*), the Australian Securities and Investments Commission (*ASIC*) hereby declares that Chapter 6 of the Act applies to the person referred to in Schedule A in the case referred to in Schedule B as if section 609 of the Act were modified or varied by inserting after subsection 609(6) the following subsections:

"(6A) If a holder of an interest in an ETF:

 - (a) has a relevant interest in a security arising from the facility offered by the responsible entity of the ETF to redeem interests in the ETF; and
 - (b) has no power to control voting or disposal of the security other than if the interest in the ETF is redeemed,

that particular relevant interest in the security shall be disregarded until the interest in the ETF is redeemed.

(6B) If a holder or former holder of an interest in an ETF has a relevant interest in, a security because subsection (6A) ceases to apply, the holder or former holder is taken to acquire the security at that time, by a transaction in relation to the security.

(6C) For the purposes of subsections (6A) and (6B):

 - (a) *ETF* has the same meaning as defined in the ASX Operating Rules as at the date of this instrument.
 - (b) "*a holder of an interest in an ETF*" means a person who has a relevant interest in an ETF."
 2. Under section 673(1)(b) of the Act, ASIC declares that Chapter 6C of the Act applies to the person described in Schedule A in the case referred to in Schedule B as if section 671B of the Act were modified or varied by inserting after subsection 671B(7) the following subsection:

"(7A) For the purposes of this section and of the definition of "substantial holding" in section 9, disregard any relevant interest in securities which is disregarded for the purposes of Chapter 6 because of subsection 609(6A) to (6C)."

10-0975

Schedule A

A person who has a relevant interest in or voting power in relation to the underlying securities held by the Scheme.

Schedule B

The calculation of the relevant interest in, or voting power in relation to, the securities of the persons described in Schedule A where:

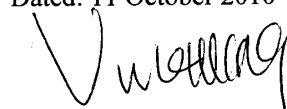
1. the responsible entity of the Scheme has a principal investment strategy of investing in the constituent securities of the MSCI Australia 200 Index in proportion to those securities' relative weightings in the index;
2. the responsible entity of the Scheme offers an application and redemption facility in respect of interests in the Scheme on a substantially continuous basis, where the principal consideration due in respect of an issue or redemption may comprise a parcel of securities published by or on behalf of the responsible entity from time to time (for the avoidance of any doubt, the application and redemption facility will be taken to be offered on a substantially continuous basis despite its suspension for limited periods in connection with corporate events such as the payment of regular distributions); and
3. the Scheme is an ETF as defined in the ASX Operating Rules as at the date of this instrument.

Interpretation

In this instrument:

Scheme means iShares MSCI Australia 200 Index Fund ARSN 146 083 141.

Dated: 11 October 2010



Signed by Violet Wong
as delegate of the Australian Securities and Investments Commission

10-0976

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

Under paragraph 601QA(1)(a) of the *Corporations Act 2001* (the *Act*), the Australian Securities and Investments Commission (*ASIC*) hereby exempts the person referred to in Schedule A from paragraph 601FC(1)(d) of the Act in the case specified in Schedule B on the conditions set out in Schedule C and for so long as they are met.

Schedule A

BlackRock Investment Management Limited ACN 006 165 975 (the *Responsible Entity*) in its capacity as the responsible entity of the iShares MSCI Australia 200 Index Fund ARSN 146 083 141 (the *Scheme*).

Schedule B

Where:

1. only an Authorised Participant is permitted to redeem units in the Scheme; or
2. the Responsible Entity only provides to Authorised Participants certain portfolio information in relation to the Scheme; or
3. a member is restricted from receiving the Withdrawal Securities.

Schedule C

1. The Product Disclosure Statement for the Scheme lodged with ASIC discloses full particulars of the differential treatment that will apply to members:
 - (a) redeeming units from the Scheme;
 - (b) who are not Authorised Participants in respect of their inability to redeem units in the Scheme;
 - (c) who are restricted from receiving portfolio information in relation to the Scheme; and
 - (d) who are restricted from receiving the Withdrawal Securities.

10-0976

2. Units in the ETF class of the Scheme remain admitted to Trading Status on the financial market operated by ASX Limited ACN 008 624 691.

Interpretation

For the purposes of this instrument:

Authorised Participant means a Trading Participant as such term is defined in the ASX Operating Rules, as at the date of this instrument, who has entered into an authorised participant agreement with the Responsible Entity or such other person as the Responsible Entity determines.

ETF has the same meaning as defined in the ASX Operating Rules as at the date of this instrument.

Trading Status has the same meaning as defined in the ASX Operating Rules as at the date of this instrument.

Withdrawal Securities means the portfolio of securities as determined by the Responsible Entity in accordance with the Constitution for the Scheme in respect of a Withdrawal Unit Amount of units of an ETF class of the Scheme.

Dated: 11 October 2010



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

10-0977

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

Under paragraph 1020F(1)(c) of the *Corporations Act 2001* (the *Act*), the Australian Securities and Investments Commission (**ASIC**) declares that Division 2 of Part 7.9 of the Act applies to the person specified in Schedule A in the case referred to in the Schedule B as if the following provisions were modified or varied by:

1. omitting "." at the end of paragraph 1013H(c) and replacing it with "; or"; and
2. inserting a new paragraph 1013H(d) as follows:

"(d) an application of a kind referred to in paragraph (b) will be made to the operator of that market no later than 7 days of the date of the issue of the product";
3. omitting "." at the end of subsection 1016D(1)(b) and replacing it with "; or";
4. inserting a new paragraph 1016D(1)(c) as follows:

"(c) an application for quotation of the product has been made to the operator of that market no later than 7 days of the date of the issue of the product";
5. omitting paragraphs 1016D(2)(a) and (b);
6. inserting new paragraphs 1016D(2)(a) and (b) as follows:

"(a) an application for quotation of the product has not been made to the operator of that market for the taking of such action as is necessary to enable financial products of that kind to be traded on that market within 7 days of the relevant date or the date of issue of the product; or

(b) the product is not able to be traded on that market at the end of 3 months after the relevant date or the date of issue of the product";

10-0977

7. inserting after the words "(see subsection (4))" in subparagraph 1016E(1)(b)(i) "or no later than 7 days after the date of the issue of the product"; and
8. inserting after the words "the relevant date" in subparagraph 1016E(1)(b)(ii) "or the date of issue of the product".

Schedule A

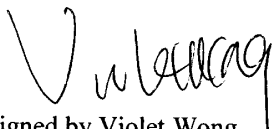
BlackRock Investment Management (Australia) Limited ACN 006 165 975 (the **Responsible Entity**) in its capacity as the responsible entity of the iShares MSCI Australia 200 Index Fund ARSN 146 083 141 (the **Scheme**).

Schedule B

Where the Responsible Entity offers interests in the Scheme under a Product Disclosure Statement lodged with ASIC that discloses the full particulars of the issue of the financial product including:

1. the timing arrangements in relation to the quotation of newly issued financial products on the financial market operated by ASX Limited ACN 008 624 691 (**ASX**);
2. that no later than 5 business days after the last business day of each calendar month, the Responsible Entity will make a notification to ASX of the Scheme's total number of units on issue; and
3. the maximum time in which the issuer will hold application moneys before issuing the financial products to applicants.

Dated: 11 October 2010



Signed by Violet Wong
as delegate of the Australian Securities and Investments Commission

10-0978

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

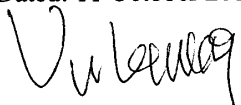
Under paragraph 1020F(1)(a) of the *Corporations Act 2001* (the *Act*), the Australian Securities and Investments Commission exempts BlackRock Investment Management (Australia) Limited ACN 006 165 975 in its capacity as responsible entity of the iShares MSCI Australia 200 Index Fund ARSN 146 083 141 (the *Scheme*) from section 1017B of the Act on the condition that the Scheme complies with the disclosing entity provisions as if it were a disclosing entity that was subject to those provisions and for so long as this condition is met.

Interpretation

In this instrument

Disclosing entity provisions means any provision of the Act that applies to an unlisted disclosing entity.

Dated: 11 October 2010



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

10-0979

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

Under paragraph 601QA(1)(a) of the *Corporations Act 2001* (the *Act*), the Australian Securities and Investments Commission (*ASIC*) hereby exempts the person referred to in Schedule A from paragraph 601FC(1)(d) of the Act in the case specified in Schedule B on the conditions set out in Schedule C and for so long as they are met.

Schedule A

BlackRock Investment Management Limited ACN 006 165 975 (the *Responsible Entity*) in its capacity as the responsible entity of the iShares S&P/ASX 20 Index Fund ARSN 146 083 641 (the *Scheme*).

Schedule B

Where:

1. only an Authorised Participant is permitted to redeem units in the Scheme; or
2. the Responsible Entity only provides to Authorised Participants certain portfolio information in relation to the Scheme; or
3. a member is restricted from receiving the Withdrawal Securities.

Schedule C

1. The Product Disclosure Statement for the Scheme lodged with ASIC discloses full particulars of the differential treatment that will apply to members:
 - (a) redeeming units from the Scheme;
 - (b) who are not Authorised Participants in respect of their inability to redeem units in the Scheme;
 - (c) who are restricted from receiving portfolio information in relation to the Scheme; and
 - (d) who are restricted from receiving the Withdrawal Securities.

10-0979

2. Units in the ETF class of the Scheme remain admitted to Trading Status on the financial market operated by ASX Limited ACN 008 624 691.

Interpretation

For the purposes of this instrument:

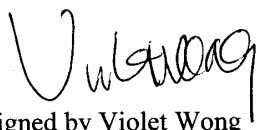
Authorised Participant means a Trading Participant as such term is defined in the ASX Operating Rules, as at the date of this instrument, who has entered into an authorised participant agreement with the Responsible Entity or such other person as the Responsible Entity determines.

ETF has the same meaning as defined in the ASX Operating Rules as at the date of this instrument.

Trading Status has the same meaning as defined in the ASX Operating Rules as at the date of this instrument.

Withdrawal Securities means the portfolio of securities as determined by the Responsible Entity in accordance with the Constitution for the Scheme in respect of a Withdrawal Unit Amount of units of an ETF class of the Scheme.

Dated: 11 October 2010



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

10-0980

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

1. Under paragraph 655A(1)(b) of the *Corporations Act 2001* (the *Act*), the Australian Securities and Investments Commission (*ASIC*) hereby declares that Chapter 6 of the Act applies to the person referred to in Schedule A in the case referred to in Schedule B as if section 609 of the Act were modified or varied by inserting after subsection 609(6) the following subsections:

"(6A) If a holder of an interest in an ETF:

- (a) has a relevant interest in a security arising from the facility offered by the responsible entity of the ETF to redeem interests in the ETF; and
- (b) has no power to control voting or disposal of the security other than if the interest in the ETF is redeemed,

that particular relevant interest in the security shall be disregarded until the interest in the ETF is redeemed.

- (6B) If a holder or former holder of an interest in an ETF has a relevant interest in, a security because subsection (6A) ceases to apply, the holder or former holder is taken to acquire the security at that time, by a transaction in relation to the security.

- (6C) For the purposes of subsections (6A) and (6B):

- (a) *ETF* has the same meaning as defined in the ASX Operating Rules as at the date of this instrument.
- (b) "*a holder of an interest in an ETF*" means a person who has a relevant interest in an ETF."

2. Under section 673(1)(b) of the Act, ASIC declares that Chapter 6C of the Act applies to the person described in Schedule A in the case referred to in Schedule B as if section 671B of the Act were modified or varied by inserting after subsection 671B(7) the following subsection:

"(7A) For the purposes of this section and of the definition of "substantial holding" in section 9, disregard any relevant interest in securities which is disregarded for the purposes of Chapter 6 because of subsection 609(6A) to (6C)."

10-0980

Schedule A

A person who has a relevant interest in or voting power in relation to the underlying securities held by the Scheme.

Schedule B

The calculation of the relevant interest in, or voting power in relation to, the securities of the persons described in Schedule A where:

1. the responsible entity of the Scheme has a principal investment strategy of investing in the constituent securities of the S&P/ASX 20 Index in proportion to those securities' relative weightings in the index;
2. the responsible entity of the Scheme offers an application and redemption facility in respect of interests in the Scheme on a substantially continuous basis, where the principal consideration due in respect of an issue or redemption may comprise a parcel of securities published by or on behalf of the responsible entity from time to time (for the avoidance of any doubt, the application and redemption facility will be taken to be offered on a substantially continuous basis despite its suspension for limited periods in connection with corporate events such as the payment of regular distributions); and
3. the Scheme is an ETF as defined in the ASX Operating Rules as at the date of this instrument.

Interpretation

In this instrument:

the **Scheme** means iShares S&P/ASX 20 Index Fund ARSN 146 083 641.

Dated: 11 October 2010



Signed by Violet Wong
as delegate of the Australian Securities and Investments Commission

10-0981

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

Under paragraph 1020F(1)(c) of the *Corporations Act 2001* (the *Act*), the Australian Securities and Investments Commission (*ASIC*) declares that Division 2 of Part 7.9 of the Act applies to the person specified in Schedule A in the case referred to in the Schedule B as if the following provisions were modified or varied by:

1. omitting "." at the end of paragraph 1013H(c) and replacing it with "; or"; and
2. inserting a new paragraph 1013H(d) as follows:

"(d) an application of a kind referred to in paragraph (b) will be made to the operator of that market no later than 7 days of the date of the issue of the product";
3. omitting "." at the end of subsection 1016D(1)(b) and replacing it with "; or";
4. inserting a new paragraph 1016D(1)(c) as follows:

"(c) an application for quotation of the product has been made to the operator of that market no later than 7 days of the date of the issue of the product";
5. omitting paragraphs 1016D(2)(a) and (b);
6. inserting new paragraphs 1016D(2)(a) and (b) as follows:

"(a) an application for quotation of the product has not been made to the operator of that market for the taking of such action as is necessary to enable financial products of that kind to be traded on that market within 7 days of the relevant date or the date of issue of the product; or

(b) the product is not able to be traded on that market at the end of 3 months after the relevant date or the date of issue of the product";

10-0981

7. inserting after the words "(see subsection (4))" in subparagraph 1016E(1)(b)(i) "or no later than 7 days after the date of the issue of the product"; and
8. inserting after the words "the relevant date" in subparagraph 1016E(1)(b)(ii) "or the date of issue of the product".

Schedule A

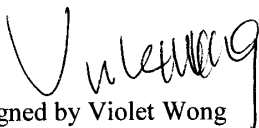
BlackRock Investment Management (Australia) Limited ACN 006 165 975 (the *Responsible Entity*) in its capacity as the responsible entity of the iShares S&P/ASX 20 Index Fund ARSN 146 083 641 (the *Scheme*).

Schedule B

Where the Responsible Entity offers interests in the Scheme under a Product Disclosure Statement lodged with ASIC that discloses the full particulars of the issue of the financial product including:

1. the timing arrangements in relation to the quotation of newly issued financial products on the financial market operated by ASX Limited ACN 008 624 691 (*ASX*);
2. that no later than 5 business days after the last business day of each calendar month, the Responsible Entity will make a notification to ASX of the Scheme's total number of units on issue; and
3. the maximum time in which the issuer will hold application moneys before issuing the financial products to applicants.

Dated: 11 October 2010



Signed by Violet Wong
as delegate of the Australian Securities and Investments Commission

10-0982

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

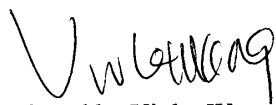
Under paragraph 1020F(1)(a) of the *Corporations Act 2001* (the *Act*), the Australian Securities and Investments Commission exempts BlackRock Investment Management (Australia) Limited ACN 006 165 975 in its capacity as responsible entity of the iShares S&P/ASX 20 Index Fund ARSN 146 083 641 (the *Scheme*) from section 1017B of the Act on the condition that the Scheme complies with the disclosing entity provisions as if it were a disclosing entity that was subject to those provisions and for so long as this condition is met.

Interpretation

In this instrument

Disclosing entity provisions means any provision of the Act that applies to an unlisted disclosing entity.

Dated: 11 October 2010



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

10-0983

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

1. Under paragraph 655A(1)(b) of the *Corporations Act 2001* (the *Act*), the Australian Securities and Investments Commission (*ASIC*) hereby declares that Chapter 6 of the Act applies to the person referred to in Schedule A in the case referred to in Schedule B as if section 609 of the Act were modified or varied by inserting after subsection 609(6) the following subsections:

"(6A) If a holder of an interest in an ETF:

- (a) has a relevant interest in a security arising from the facility offered by the responsible entity of the ETF to redeem interests in the ETF; and
- (b) has no power to control voting or disposal of the security other than if the interest in the ETF is redeemed,

that particular relevant interest in the security shall be disregarded until the interest in the ETF is redeemed.

- (6B) If a holder or former holder of an interest in an ETF has a relevant interest in, a security because subsection (6A) ceases to apply, the holder or former holder is taken to acquire the security at that time, by a transaction in relation to the security.

(6C) For the purposes of subsections (6A) and (6B):

- (a) *ETF* has the same meaning as defined in the ASX Operating Rules as at the date of this instrument.
- (b) "*a holder of an interest in an ETF*" means a person who has a relevant interest in an ETF."

2. Under section 673(1)(b) of the Act, ASIC declares that Chapter 6C of the Act applies to the person described in Schedule A in the case referred to in Schedule B as if section 671B of the Act were modified or varied by inserting after subsection 671B(7) the following subsection:

"(7A) For the purposes of this section and of the definition of "substantial holding" in section 9, disregard any relevant interest in securities which is disregarded for the purposes of Chapter 6 because of subsection 609(6A) to (6C)."

10-0983

Schedule A

A person who has a relevant interest in or voting power in relation to the underlying securities held by the Scheme.

Schedule B

The calculation of the relevant interest in, or voting power in relation to, the securities of the persons described in Schedule A where:

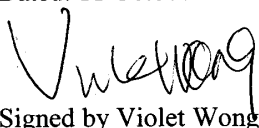
1. the responsible entity of the Scheme has a principal investment strategy of investing in the constituent securities of the S&P/ASX Small Ordinaries Index in proportion to those securities' relative weightings in the index;
2. the responsible entity of the Scheme offers an application and redemption facility in respect of interests in the Scheme on a substantially continuous basis, where the principal consideration due in respect of an issue or redemption may comprise a parcel of securities published by or on behalf of the responsible entity from time to time (for the avoidance of any doubt, the application and redemption facility will be taken to be offered on a substantially continuous basis despite its suspension for limited periods in connection with corporate events such as the payment of regular distributions); and
3. the Scheme is an ETF as defined in the ASX Operating Rules as at the date of this instrument.

Interpretation

In this instrument:

Scheme means iShares S&P/ASX Small Ordinaries Index Fund ARSN 146 080 739.

Dated: 11 October 2010



Signed by Violet Wong
as delegate of the Australian Securities and Investments Commission

10-0984

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

Under paragraph 601QA(1)(a) of the *Corporations Act 2001* (the *Act*), the Australian Securities and Investments Commission (*ASIC*) hereby exempts the person referred to in Schedule A from paragraph 601FC(1)(d) of the Act in the case specified in Schedule B on the conditions set out in Schedule C and for so long as they are met.

Schedule A

BlackRock Investment Management Limited ACN 006 165 975 (the ***Responsible Entity***) in its capacity as the responsible entity of the iShares S&P/ASX Small Ordinaries Index Fund ARSN 146 080 739 (the ***Scheme***).

Schedule B

Where:

1. only an Authorised Participant is permitted to redeem units in the Scheme; or
2. the Responsible Entity only provides to Authorised Participants certain portfolio information in relation to the Scheme; or
3. a member is restricted from receiving the Withdrawal Securities.

Schedule C

1. The Product Disclosure Statement for the Scheme lodged with ASIC discloses full particulars of the differential treatment that will apply to members:
 - (a) redeeming units from the Scheme;
 - (b) who are not Authorised Participants in respect of their inability to redeem units in the Scheme;
 - (c) who are restricted from receiving portfolio information in relation to the Scheme; and
 - (d) who are restricted from receiving the Withdrawal Securities.

10-0984

2. Units in the ETF class of the Scheme remain admitted to Trading Status on the financial market operated by ASX Limited ACN 008 624 691.

Interpretation

For the purposes of this instrument:

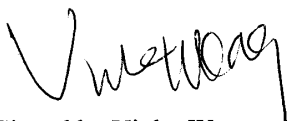
Authorised Participant means a Trading Participant as such term is defined in the ASX Operating Rules, as at the date of this instrument, who has entered into an authorised participant agreement with the Responsible Entity or such other person as the Responsible Entity determines.

ETF has the same meaning as defined in the ASX Operating Rules as at the date of this instrument.

Trading Status has the same meaning as defined in the ASX Operating Rules as at the date of this instrument.

Withdrawal Securities means the portfolio of securities as determined by the Responsible Entity in accordance with the Constitution for the Scheme in respect of a Withdrawal Unit Amount of units of an ETF class of the Scheme.

Dated: 11 October 2010



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

10-0985

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

Under paragraph 1020F(1)(c) of the *Corporations Act 2001* (the *Act*), the Australian Securities and Investments Commission (*ASIC*) declares that Division 2 of Part 7.9 of the Act applies to the person specified in Schedule A in the case referred to in the Schedule B as if the following provisions were modified or varied by:

1. omitting "." at the end of paragraph 1013H(c) and replacing it with "; or"; and
2. inserting a new paragraph 1013H(d) as follows:

"(d) an application of a kind referred to in paragraph (b) will be made to the operator of that market no later than 7 days of the date of the issue of the product";
3. omitting "." at the end of subsection 1016D(1)(b) and replacing it with "; or";
4. inserting a new paragraph 1016D(1)(c) as follows:

"(c) an application for quotation of the product has been made to the operator of that market no later than 7 days of the date of the issue of the product";
5. omitting paragraphs 1016D(2)(a) and (b);
6. inserting new paragraphs 1016D(2)(a) and (b) as follows:

"(a) an application for quotation of the product has not been made to the operator of that market for the taking of such action as is necessary to enable financial products of that kind to be traded on that market within 7 days of the relevant date or the date of issue of the product; or

(b) the product is not able to be traded on that market at the end of 3 months after the relevant date or the date of issue of the product";

10-0985

7. inserting after the words "(see subsection (4))" in subparagraph 1016E(1)(b)(i) "or no later than 7 days after the date of the issue of the product"; and
8. inserting after the words "the relevant date" in subparagraph 1016E(1)(b)(ii) "or the date of issue of the product".

Schedule A

BlackRock Investment Management (Australia) Limited ACN 006 165 975 (the **Responsible Entity**) in its capacity as the responsible entity of the iShares S&P/ASX Small Ordinaries Index Fund ARSN 146 080 739 (the **Scheme**).

Schedule B

Where the Responsible Entity offers interests in the Scheme under a Product Disclosure Statement lodged with ASIC that discloses the full particulars of the issue of the financial product including:

1. the timing arrangements in relation to the quotation of newly issued financial products on the financial market operated by ASX Limited ACN 008 624 691 (**ASX**);
2. that no later than 5 business days after the last business day of each calendar month, the Responsible Entity will make a notification to ASX of the Scheme's total number of units on issue; and
3. the maximum time in which the issuer will hold application moneys before issuing the financial products to applicants.

Dated: 11 October 2010



Signed by Violet Wong
as delegate of the Australian Securities and Investments Commission

10-0986

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

Under paragraph 1020F(1)(a) of the *Corporations Act 2001* (the *Act*), the Australian Securities and Investments Commission exempts BlackRock Investment Management (Australia) Limited ACN 006 165 975 in its capacity as responsible entity of the iShares S&P/ASX Small Ordinaries Index Fund ARSN 146 080 739 (the *Scheme*) from section 1017B of the Act on the condition that the Scheme complies with the disclosing entity provisions as if it were a disclosing entity that was subject to those provisions and for so long as this condition is met.

Interpretation

In this instrument

Disclosing entity provisions means any provision of the Act that applies to an unlisted disclosing entity.

Dated: 11 October 2010



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

10-1089

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

Under paragraph 601QA(1)(a) of the *Corporations Act 2001 (Act)*, the Australian Securities and Investments Commission (**ASIC**) exempts Spark Infrastructure RE Limited ACN 114 940 984 (**RE**) as the responsible entity of the Spark Infrastructure Trust ARSN 116 870 725 (**Trust**) from paragraph 601FC(1)(d) of the Act, in the case specified in Schedule A and on the conditions set out in Schedule B.

Schedule A

Where the Stapled Securities are issued on terms under which all of the following apply:

- (a) each Investor acknowledges that Stapled Securities are not permitted to be held by, or for the account or benefit of, any US Person who is not both a Qualified Institutional Buyer and a Qualified Purchaser (**QIB-QP**);
- (b) the Issuers may:
 - (i) at any time determine that an Investor (or a person who seeks to be entered on the Register as an Investor) is an Excluded US Person if it considers the Investor (or a person who seeks to be entered on the Register as an Investor) is a US Person that is not a QIB-QP, or holds or will hold Stapled Securities for the account or benefit of any US Person that is not a QIB-QP. Such determination may be made in relation to all or only some of the Stapled Securities held or to be held by the Excluded US Person (**Excluded Stapled Securities**); and
 - (ii) at any time require an Investor to complete a statutory declaration in relation to whether it, or any person on whose account or benefit it holds Stapled Securities, is an Excluded US Person, and the number of Stapled Securities that are Excluded Stapled Securities; and
 - (iii) treat any Investor who does not comply with a request for information as an Excluded US Person in respect of all Stapled Securities held by that Investor or such lesser number of Stapled Securities as the Issuers determine;
- (c) once an Issuer makes a determination under paragraph (b)(i), the Issuers may:
 - (i) refuse to register a transfer of Excluded Stapled Securities to the Excluded US Person; or
 - (ii) cause a notice (**Notice**) to be given to the Excluded US Person requiring the disposal of their holding of Excluded Stapled Securities to any

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Permitted Person within a period of not less than 30 Business Days specified in the Notice (***Transfer Period***) after which period the Excluded Stapled Securities must be transferred to and sold by the US Sale Nominee; or

- (iii) if the Excluded Stapled Securities are not transferred within the Transfer Period, cause the US Sale Nominee to sell the Excluded Stapled Securities registered in the name of the Excluded US Person;
- (d) each Investor who is, or becomes, an Excluded US Person agrees:
 - (i) upon receiving a Notice, to transfer each of their Excluded Stapled Securities free of any Encumbrances to a Permitted Person on, or before, the end of the Transfer Period; or
 - (ii) if not transferred within the Transfer Period, to transfer each of their Excluded Stapled Securities free of any Encumbrances to the US Sale Nominee within 3 Business Days after the end of the Transfer Period;
- (e) the US Sale Nominee will, on transfer of the title to the Excluded Stapled Securities to the US Sale Nominee:
 - (i) be entered in the Register in respect of those Excluded Stapled Securities on the date title is transferred; and
 - (ii) sell those Excluded Stapled Securities for cash and pay the US Sale Consideration to the Excluded US Person;
- (f) each Investor who is, or becomes, an Excluded US Person consents and directs the US Sale Nominee to sell any Excluded Stapled Security transferred to the US Sale Nominee and to pay the US Sale Consideration to the Investor as soon as practicable after the sale of the relevant Excluded Stapled Security.

Schedule B

1. The RE must ensure that the matters described in Schedule A are clearly set out on its internet website and in the Stapling Provisions and any disclosure document relevant to the issue of the Stapled Securities.
2. The RE must ensure that a US Sale Nominee is appointed to conduct the US Sale Facility with the objective of obtaining the best price reasonably obtainable at the time of the relevant sale, bearing in mind the following factors:
 - (a) the total number of Excluded Stapled Securities offered for sale;

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- (b) the prevailing market conditions (including the prevailing price of Stapled Securities on the ASX);
- (c) the prevailing demand for the Stapled Securities offered for sale;
- (d) the need to maintain an orderly secondary market for all Stapled Securities; and
- (e) for the disposal to be completed within a reasonable timeframe.

Interpretation

In this instrument:

Encumbrance means any:

- (a) security for the payment of money or performance of obligations, including a mortgage, charge, lien, pledge, trust, power or title retention or flawed deposit arrangement;
- (b) right, interest or arrangement which has the effect of giving another person a preference, priority or advantage over creditors including any right of set-off;
- (c) third party right or interest or any right arising as a consequence of the enforcement of a judgment; or
- (d) any agreement to create any of them or allow them to exist.

Excluded US Person means a person in respect of whom the Issuer has made a determination under paragraph (1)(b)(i) of Schedule A.

Investor means a person entered in the Register as a holder of a Stapled Security.

Issuers means:

- (a) the RE in its capacity as the issuer of interests in the Trust; and
- (b) the RE in its capacity as the issuer of the Loan Notes.

Loan Note means a loan note issued by the RE pursuant to the terms of the Note Trust Deed between the RE and Note Trustee dated 9 November 2005 as amended.

Note Trustee means Australian Executor Trustees Limited ACN 007 869 794.

Permitted Person means any person other than someone who is, or will hold the Stapled Securities for the account or benefit of, a US Person who is not a QIB-QP.

10-1089

Qualified Institutional Buyer has the meaning given in Rule 144A in the *U.S. Securities Act of 1933*, as in force on the date of this instrument.

Qualified Purchaser has the meaning given in Section 2(a)(51) of the *U.S. Investment Company Act of 1940*, and the rules and regulations of the Securities and Exchange Commission promulgated thereunder, as in force on the date of this instrument.

Register means the register of holders of Stapled Securities kept by the Issuer under the Act.

Spark Infrastructure Group means the Issuers, and any subsidiary of the Issuer.

Spark Infrastructure Group Constituent Documents means the constituent documents of each Issuer, being:

- (a) the constitution establishing the Trust dated on or about 25 October 2005 as amended; and
- (b) the trust deed between the RE and the Note Trustee dated 9 November 2005 as amended.

Stapled Security means an interest in the Trust and a Loan Note, which must, under the terms on which they are to be traded, only be transferred together.

Stapling Provisions means the schedule so entitled in the Spark Infrastructure Group Constituent Documents.

US means the United States of America, its territories and possessions, including any State of the United States of America.

US Person has the meaning given in Rule 902 of Regulation S under the *U.S. Securities Act of 1933*, as in force on the date of this instrument.

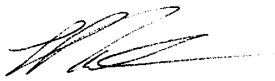
US Sale Consideration means the average price (net of transaction costs including without limitation any applicable brokerage, stamp duty and other taxes or charges) at which the Excluded Stapled Securities held by the US Sale Nominee are sold under the US Sale Facility, multiplied by the number of Excluded Stapled Securities held by the relevant Excluded US Person.

US Sale Facility means the facility under which Excluded US Persons are required to transfer their Excluded Stapled Securities to the US Sale Nominee within 3 business days of the end of the Transfer Period, on the basis that the US Sale Nominee is entered in the Register in respect of those Excluded Stapled Securities and will sell the Excluded Stapled Securities for cash to pay the US Sale Consideration to the relevant Excluded US Persons.

10-1089

US Sale Nominee means a financial services licensee appointed by the Issuer to conduct the US Sale Facility.

Dated this 2nd day of December 2010



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

10-1090

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

1. Under paragraph 741(1)(b) of the *Corporations Act 2001* (*Act*) the Australian Securities and Investments Commission (*ASIC*) declares that Part 6D.2 of the Act applies to each person referred in Schedule A in the case mentioned in Schedule C as if subsection 708(13) were modified or varied by omitting paragraph 708(13)(b) and substituting:
 - “(b) an offer of fully-paid shares in a body to one or more existing holders of shares in the body or an offer of a disclosing entity's debentures to one or more existing debenture holders, under a plan for the reinvestment of any or all of:
 - (i) interest payments made under the terms of the debentures;
 - (ii) distributions in respect of interests in a registered managed investment scheme,where under the terms on which the debentures and interests may be traded, those debentures and interests must only be transferred together.”
2. Under paragraph 1020F(1)(c) of the Act, ASIC declares that Part 7.9 of the Act applies to each person referred to in Schedule B in the case mentioned in Schedule C as if subsection 1013D(3) were modified or varied as follows:
 - (a) omit “either” at the beginning of paragraph 1012D(3)(b) and substituting “one of the following applies”;
 - (b) omit “or” at the end of subparagraph 1012D(3)(b)(i);
 - (c) omit “.” at the end of subparagraph 1012D(3)(b)(ii) and substituting “,”;
 - (d) insert after subparagraph 1012D(3)(b)(ii):
 - “(iii) in a recommendation situation – the advice that constitutes the relevant conduct relates to an offer of interests in a registered managed investment scheme, under a plan for the reinvestment of any or all of:
 - (A) interest payments made under the terms of the debentures;
 - (B) distributions in respect of interests in a registered managed investment scheme,

10-1090

where, under the terms on which the debentures and the interests in the registered managed investment scheme may be traded, those debentures and interests must only be transferred together.

- (iv) in an issue situation – the offer or issue that constitutes the relevant conduct is an offer or issue of interests in a registered managed investment scheme, under a plan for the reinvestment of any or all of:

(A) interest payments made under the terms of the debentures;

(B) distributions in respect of interests in a registered managed investment scheme

where, under the terms on which the debentures and the interests in the registered managed investment scheme may be traded, those debentures and interests must only be transferred together.”

Schedule A

Spark Infrastructure RE Limited ACN 114 940 984 (*RE*) in its capacity as the issuer of the loan notes on the terms set out in the Note Trust Deed between the RE and Australian Executor Trustees Limited ACN 007 869 794 dated 9 November 2005 as amended (*Loan Notes*).

Schedule B

The RE in its capacity as the responsible entity of Spark Infrastructure Trust ARSN 116 870 725 (*Trust*)

Schedule C

Where there are offers and issues of Stapled Securities under a Reinvestment Plan, all of the following apply:

- (a) the terms of the Reinvestment Plan permit the distributions (in respect of interests in the Trust) and interest payments (in respect of the Loan Notes) to be pooled prior to the offer or issue of Stapled Securities under the Plan; and
- (b) the terms of the Reinvestment Plan require all investors who hold Stapled Securities to be given notice of any subsequent amendments to the Reinvestment Plan; and
- (c) each participant of the Reinvestment Plan has agreed in writing to the terms of the Reinvestment Plan upon election to participate and is given written notice of any subsequent amendments; and

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- (d) participation in the Reinvestment Plan is not compulsory.

Interpretation

In this instrument:

Reinvestment Plan means a-reinvestment plan under which whole or part of any money payable to a holder of a Stapled Security by way of distributions or interest payments, is applied to the acquisition of Stapled Securities.

Stapled Security means an interest in the Trust and a Loan Note, where, under the terms on which they are to be traded, they must only be transferred together.

Dated this 2nd day of December 2010



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

10-1091

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

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

1. after subsection 601GAA(5) as notionally inserted into the Act by ASIC Class Order [CO 05/26], insert:

"(5A) Subsection (5) applies to a responsible entity in relation to a transfer of interests by the responsible entity as if:

 - (a) references to the interests issued by the responsible entity included a reference to interests transferred by the responsible entity; and
 - (b) references to the issue price included a reference to the transfer price."
2. after paragraph 601GAA(9) as notionally inserted into the Act by ASIC Class Order [CO 05/26], insert:

"(9A) The responsible entity may set the issue price of interests in the scheme that are components of stapled securities where all of the following apply:

 - (a) the stapled securities are issued at the current market price, as defined in the constitution;
 - (b) the constitution provides that the responsible entity may allocate a proportion of the issue price of the stapled securities to the interests;
 - (c) the responsible entity allocates a proportion of the issue price of the stapled securities to the interests in accordance with the constitution;
 - (d) any acquisition of interests in the scheme by the responsible entity or an associate of the responsible entity is subject to terms and conditions that would not disadvantage other members of the scheme."
3. omit paragraph 601FC(1)(c) and substitute:

"(c) act in the best interests of members (having regard to their interests as holders of interests in the scheme and as holders of other financial products, where the interests and the other financial products are components of a stapled security) and, if there is a conflict between the interests of the members and the interests of the responsible entity, give priority to the interests of such members; and";

10-1091

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

10-1091

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

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

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

6. insert after section 601PC:

“601 PD For the purposes of this Chapter:

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

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

Schedule A

Spark Infrastructure RE Limited ACN 114 940 984 (*RE*) in its capacity as the responsible entity of the Spark Infrastructure Trust ARSN 116 870 725 (*Trust*).

Schedule B

Each interest in the Trust must, under the terms upon which it is to be traded, only be transferred together with a Loan Note.

Interpretation

In this instrument:

Loan Note means a loan note issued by the RE pursuant to the terms of the Note Trust Deed between the RE and Australian Executor Trustees Limited ACN 007 869 794 dated 9 November 2005 as amended.

10-1091

Dated this 2nd day of December 2010



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

10-1127

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

Under 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 specified in the Schedule as if the provisions of that Chapter as modified or varied by Class Order [CO 05/26] were modified or varied as follows:

1. after subsection 601GAB(2) insert:

“(2A) If there is more than one class of interests in the scheme, a formula or method that is to be used to set the issue price is taken to comply with subsection (2) for interests in a class of interests that are not quoted on a financial market if the formula or method is based on the assets, liabilities, revenues and expenses properly attributable to the class and number of interests in the class.”

2. after subsection 601GAC(2) insert:

“(2A) If there is more than one class of interests in the scheme, a formula or method that is to be used to set the withdrawal amount is taken to comply with subsection (2) if the formula or method is based on the assets, liabilities, revenues and expenses properly attributable to the class and number of interests in the class.”

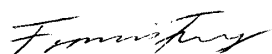
Schedule

Perpetual Investment Management Limited ACN 000 866 535 in its capacity as responsible entity of the:

- a) Perpetual Secured Private Debt Fund No.1 ARSN 147 155 020; and
- b) Perpetual Secured Private Debt Fund No.2 ARSN 147 155 093;

Dated: 16 November 2010

Signed by



Francis Fung
as a delegate of the Australian Securities and Investments Commission

10-1145

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

Under paragraph 601QA(1)(a) of the *Corporations Act 2001 (Act)*, the Australian Securities and Investments Commission (*ASIC*) exempts the person specified in Schedule A from paragraph 601FC(1)(d) of the Act, to the extent that it requires the responsible entity of a registered scheme to treat members who hold interests of the same class equally, in the case specified in Schedule B.

Schedule A

PRE Services Limited ACN 115 967 087 (*PRE*) as responsible entity of Grocon Property Trust Australia ARSN 116 081 728 (the *Trust*).

Schedule B

Where:

1. at a meeting of Members convened in accordance with a notice of meeting in substantially the same form as the notice of meeting provided to ASIC on or before 23 November 2010 (*Meeting*), the Sale is approved by Members;
2. PRE has determined that Foreign Members are not eligible to receive CPA Units;
3. the CPA Units to which Foreign Members would have been entitled had they been eligible to, and elected to, receive CPA Units, will be sold on ASX on the basis that:
 - a. PRE requires the entity it has engaged to sell CPA Units to conduct a sale process with the objective of selling the CPA Units on ASX at the best price reasonably obtainable at the time of the relevant sale; and
 - b. PRE distributes the net proceeds of sale to the Foreign Members on or prior to 31 January 2011;
4. the notice of meeting and Explanatory Memorandum distributed to Members reflects the matters described in paragraphs 2 and 3;
5. prior to the Meeting, PRE has documented in writing that it reasonably concludes that having regard to the rights and interests of all Members it would be in the best interests of all Members, and not unfair to Foreign Members, to treat Foreign Members as set out in paragraph 2; and

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6. at 5pm on the day before the date of the Explanatory Memorandum the interests of the Foreign Unitholders comprise no more than 0.21% of all interests on issue in the Trust.

Interpretation

In this instrument:

ASX means ASX Limited ACN 008 624 691 or, as the context requires, the financial market known as the Australian Securities Exchange which is operated by it.

CPA Units means units in CPA.

Explanatory Memorandum means the Explanatory Memorandum in relation to the Sale to be provided to all Members.

Foreign Member means a Member whose registered address is outside Australia;

Member means a member of the Trust.

Sale means the sale of property known as 750 Collins Street, Melbourne to Commonwealth Managed Investments Limited ACN 084 098 180 in its capacity as the responsible entity of the Commonwealth Property Office Fund ARSN 086 029 736 (**CPA**).

Dated: 23 November 2010



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

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Australian Securities and Investments Commission – Corporations Act 2001
Paragraph 655A(1)(a) – Exemption

Under paragraph 655A(1)(a) of the *Corporations Act 2001* (Cth) (Act) the Australian Securities and Investments Commission (ASIC) exempts the persons specified in Schedule A from section 606 of the Act in respect of the acquisitions specified in Schedule B on the conditions specified in Schedule C and for so long as those conditions are met.

Schedule A

AMP Limited (ACN 079 354 519) (AMP) and its subsidiaries.

AXA (a company incorporated in France and having an address of 21-25 Avenue Matignon, 75008, Paris, France) (AXA).

Schedule B

An acquisition of a relevant interest in ordinary shares in AXA Asia Pacific Holdings Limited (ACN 069 123 011) (AXA APH) arising solely as a result of either:

1. the satisfaction of the condition set out in item 23 of clause 3.1 of the Framework Deed; or
 2. completion of the transactions contemplated by the AAPHL Share Sale Deed,
- where:
3. the Transaction Documents are executed by the relevant parties to those documents; and
 4. immediately before execution of the Transactions Documents:
 - (a) AXA had voting power of 53.92% in AXA APH, excluding votes attached to the AXA Excluded Shares; and
 - (b) AMP had no voting power in AXA APH, excluding votes attached to the AMP Excluded Shares and excluding votes attached to any AXA APH shares in which AXA has a relevant interest.

Schedule C

1. The Transaction Documents contain provisions substantially in the form set out below:
 - (A) "**Bonafide Competing Proposal:**"
 - (a) If a Competing Proposal (one which the independent directors committee of the board of directors of AXA APH acting reasonably considers to be a bona fide proposal) is publicly announced at any time between the date on which the explanatory statement for the Scheme is dispatched to holders of ordinary shares in AXA APH, and the date on which the Scheme Meeting is to be held, AXA APH must ensure that holders of ordinary shares in AXA APH are provided with all information which is known to AXA APH and

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which is material to the consideration of the Scheme by holders of ordinary shares in AXA APH, including any material information concerning the third party proposal (**New Information**);

- (b) AXA APH agrees to consult in a timely manner with ASIC in relation to the New Information and the time by which the New Information is to be dispatched to holders of ordinary shares in AXA APH prior to the date on which the Scheme Meeting is to be held;
- (c) where New Information is dispatched to holders of ordinary shares in AXA APH in accordance with paragraphs (a) and (b), AXA APH will take such steps as reasonably required to adjourn the holding of the Scheme Meeting to allow the holders of ordinary shares in AXA APH at least 10 business days prior to the last date on which proxies can be lodged with AXA APH in relation to the Scheme Meeting to consider the New Information; and
- (d) the parties agree that the explanatory statement for the Scheme will contain prominent disclosure of AXA APH's obligations under this clause,"

where "Competing Proposal" is defined in the Framework Deed; and

- (B) "Where a Competing Proposal is made and the independent directors committee of the board of the directors of AXA APH, acting in good faith and in order to satisfy what it reasonably considers to be its fiduciary or statutory duties, forms the opinion that the Competing Proposal would, if supported by AXA, be likely to be a Superior Proposal, AXA will not, in relation to that Competing Proposal and for so long as the independent directors committee of the board of directors of AXA APH holds that opinion, be subject to the no shop and no talk exclusivity provisions set out in the Transaction Documents and will be allowed to discuss the proposal with the person making the Competing Proposal and AXA APH without breaching the relevant Transaction Documents, provided that AXA has not breached the no shop and no talk exclusivity provisions set out in the Transaction Documents in relation to that Competing Proposal prior to the independent directors committee forming that opinion,"

where, "Competing Proposal" and "Superior Proposal" are defined in the Framework Deed.

- 2. AMP and AXA must use their best endeavours to ensure that AXA APH complies with the provision referred to in paragraph (1) above.
- 3. AMP will immediately terminate, or procure the termination of, the Transaction Documents if the Court makes a determination, which is final and not appellable, to not approve the Scheme.
- 4. AMP and AXA must use their best endeavours to have AXA APH engage an independent expert to prepare a report on whether:
 - (a) the Scheme is in the best interests of holders of ordinary shares in AXA APH (other than AXA and any of its subsidiaries that are not also subsidiaries of AXA APH, except in the capacity of AXA or its subsidiaries as holders of AXA Excluded Shares); and

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- (b) the acquisition of AXA APH's Asian businesses by AXA is fair to holders of ordinary shares in AXA APH (other than AXA and any of its subsidiaries that are not also subsidiaries of AXA APH, except in the capacity of AXA or its subsidiaries as holders of AXA Excluded Shares).
- 5. At the Scheme Meeting, AMP, AXA and their respective associates will not exercise any voting rights attaching to ordinary shares in AXA APH in which they have a relevant interest, other than the AXA Excluded Shares and the AMP Excluded Shares.
- 6. AMP and AXA must use their best endeavours to have AXA APH record separately the manner in which:
 - (a) AMP, a subsidiary of AMP or an entity in which AMP has voting power of more than 20%; and
 - (b) AXA, a subsidiary of AXA or an entity in which AXA has voting power of more than 20%,votes ordinary shares held in AXA APH at the Scheme Meeting, and reports this information to ASIC and the Court as soon as practicable after the Scheme Meeting, but to ASIC before the second court hearing and to the Court either before or at the second court hearing.
- 7. Following execution of the Transaction Documents by the relevant parties to those documents:
 - (a) AMP gives a substantial holding notice on or about the date of this instrument in the form of Form 604 as set out in Schedule 2 to the *Corporations Regulations 2001* (Cth) specifying its voting power in AXA APH following execution of the Transaction Documents, including the votes attached to the AXA Excluded Shares and AMP Excluded Shares; and
 - (b) a copy of the Transaction Documents are attached to the substantial holding notice.

Interpretation

In this instrument:

AXA Excluded Share means an ordinary share of AXA APH:

- (a) held by AXA, a subsidiary of AXA or an entity in which AXA has voting power of more than 20%;
- (b) held on behalf of, or for the benefit of, a third party, including external investors, unitholders, policyholders or beneficiaries of funds (including superannuation, life insurance and other insurance funds), managed investment schemes and trusts where the entity holding the share is obliged to act in the interests of that third party; and
- (c) in which neither AXA, a subsidiary of AXA nor an entity in which AXA has voting power of more than 20% has a beneficial interest (other than in its capacity as trustee, responsible entity, life company, investment manager or similar).

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AMP Excluded Share means an ordinary share in AXA APH:

- (a) held by AMP, a subsidiary of AMP or an entity in which AMP has voting power of more than 20%;
- (b) held on behalf of, or for the benefit of, a third party, including external investors, unitholders, policyholders or beneficiaries of funds (including superannuation, life insurance and other insurance funds), managed investment schemes and trusts where the entity holding the share is obliged to act in the interests of that third party; and
- (c) in which none of AMP, a subsidiary of AMP or an entity in which AMP has voting power of more than 20%, has a beneficial interest (other than in its capacity as trustee, responsible entity, life company, investment manager or similar).

Proposed Transaction means:

- (a) the acquisition by AMP or a subsidiary of AMP of 100% of the ordinary shares in AXA APH pursuant to the Scheme and the AAPHL Share Sale Deed; and
- (b) the acquisition of AXA APH's Asian businesses by AXA.

Scheme means a compromise or arrangement between AXA APH and holders of ordinary shares in AXA APH (excluding AXA SA and any of its subsidiaries that are not also subsidiaries of AXA APH, except in the capacity of AXA or its subsidiaries as holders of AXA Excluded Shares) conducted under Part 5.1 of the Act in connection with the Proposed Transaction.

Scheme Meeting means a meeting of holders of ordinary shares in AXA APH convened to consider the Scheme in accordance with s411(1) of the Act.

Transaction Documents means:

- (a) the framework deed between AMP, AXA APH and AXA (**Framework Deed**);
- (b) the merger implementation deed between AMP and AXA APH;
- (c) the share sale deed between AMP and AXA (**AAPHL Share Sale Deed**);
- (d) the procurement deed between AMP and AXA;
- (e) the co-operation deed between AMP and AXA; and
- (f) the Asian subsidiary deed between AMP, AXA APH and AXA.

dated 29 November 2010.

Dated this 7th day of December 2010



Signed by Aldona Baranowski

as a delegate of the Australian Securities and Investments Commission

10-1164

**Australian Securities and Investments Commission
Corporations Act 2001 – Paragraph 655A(1)(a) – Exemption**

Under paragraph 655A(1)(a) of the *Corporations Act 2001* (Cth) (the **Act**) the Australian Securities and Investments Commission (**ASIC**) exempts the persons specified in Schedule A from section 606 of the Act in respect of the acquisitions specified in Schedule B on the conditions specified in Schedule C and for so long as those conditions are met.

Schedule A

AMP Limited (ACN 079 354 519) (**AMP**), AMP Capital Brookfield Pty Limited (ACN 119 095 297), AIMS AMP Capital Industrial REIT Management Limited (incorporated in Singapore) and a subsidiary of any of those entities (each an **AMP entity**)

Schedule B

An acquisition by an AMP entity of a relevant interest in ordinary shares in AXA Asia Pacific Holdings Limited (ACN 069 123 011) (**AXA APH**) where all of the following are satisfied:

- (a) the Transaction Documents are executed by the relevant parties to those documents;
- (b) immediately before execution of the Transaction Documents:
 - (i) AXA had voting power of 53.92% in AXA APH, excluding votes attached to the AXA Excluded Shares; and
 - (ii) AMP had no voting power in AXA APH, excluding votes attached to the AMP Excluded Shares and excluding votes attached to any AXA APH shares in which AXA has a relevant interest;
- (c) the acquisition is made on behalf of, or for the benefit of, a third party (including on behalf of external investors, unitholders, policyholders or beneficiaries of funds (including superannuation, life insurance and other insurance funds), managed investment schemes and trusts where the entity making the acquisition is obliged to act in the interests of that third party);
- (d) neither AMP or a subsidiary of AMP has a beneficial interest in the shares (other than in its capacity as trustee, responsible entity, life company, investment manager or similar);
- (e) where the acquisition is by an AMP entity other than AMP, the acquisition is not in connection with:
 - (i) a relevant agreement entered into, or proposed to be entered into, between AMP and the AMP entity, for the purpose of controlling or influencing the composition of AXA APH's board or the conduct of AXA APH's affairs; or
 - (ii) AMP and the AMP entity, acting, or proposing to act, in concert in relation to AXA APH's affairs;

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- (f) the acquisition occurs after entry into the Transaction Documents but before completion of the transactions contemplated by the AAPHL Share Sale Deed or the termination of the Transaction Documents (whichever occurs first); and
- (g) the acquisition does not result in AMP having voting power in AXA APH of more than 3% more than it held immediately after entry into the Transaction Documents (where in calculating the 3%, votes attached to shares in AXA APH in which a relevant interest is acquired by AXA SA, a subsidiary of AXA SA or an entity in which AXA SA has voting power of more than 20%, after entry into the Transaction Documents are included, but not votes attached to shares in AXA APH in which a relevant interest is acquired by AXA APH, a subsidiary of AXA APH or an entity in which AXA APH has voting power of more than 20%, after execution of the Transaction Documents).

Schedule C

1. AMP will immediately terminate, or procure the termination of, the Transaction Documents if the Court makes a determination, which is final and not appealable, to not approve the Scheme.
2. Following the execution of the Transaction Documents by the relevant parties to those documents, AMP gives a substantial holding notice on or about the date of this instrument in the form of Form 604 as set out in Schedule 2 to the *Corporations Regulations 2001* (Cth) specifying its voting power in AXA APH following the execution of the Transactions Documents, including the votes attached to the AXA Excluded Shares and AMP Excluded Shares and a copy of the Transaction Documents are attached to the substantial holding notice.

Interpretation

In this instrument:

AXA Excluded Share means an ordinary share of AXA APH:

- (a) held by AXA, a subsidiary of AXA or an entity in which AXA has voting power of more than 20%;
- (b) held on behalf of, or for the benefit of, a third party, including external investors, unitholders, policyholders or beneficiaries of funds (including superannuation, life insurance and other insurance funds), managed investment schemes and trusts where the entity holding the share is obliged to act in the interests of that third party; and
- (c) in which neither AXA, a subsidiary of AXA nor an entity in which AXA has voting power of more than 20% has a beneficial interest (other than in its capacity as trustee, responsible entity, life company, investment manager or similar).

AXA means AXA (a company incorporated in France and having an address of 21-25 Avenue Matignon, 75008, Paris, France).

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AMP Excluded Share means an ordinary share in AXA APH:

- (a) held by AMP, a subsidiary of AMP or an entity in which AMP has voting power of more than 20%;
- (b) held on behalf of, or for the benefit of, a third party, including external investors, unitholders, policyholders or beneficiaries of funds (including superannuation, life insurance and other insurance funds), managed investment schemes and trusts where the entity holding the share is obliged to act in the interests of that third party; and
- (c) in which none of AMP, a subsidiary of AMP or an entity in which AMP has voting power of more than 20%, has a beneficial interest (other than in its capacity as trustee, responsible entity, life company, investment manager or similar).

Proposed Transaction means:

- (a) the acquisition by AMP or a subsidiary of AMP of 100% of the ordinary shares in AXA APH pursuant to the Scheme and the AAPHL Share Sale Deed; and
- (b) the acquisition of AXA APH's Asian businesses by AXA.

Scheme means a compromise or arrangement between AXA APH and holders of ordinary shares in AXA APH (excluding AXA and any of its subsidiaries that are not also subsidiaries of AXA APH, except in the capacity of AXA or its subsidiaries as holders of AXA Excluded Shares) conducted under Part 5.1 of the Act in connection with the Proposed Transaction.

Transaction Documents means:

- (a) the framework deed between AMP, AXA APH and AXA;
- (b) the merger implementation deed between AMP and AXA APH;
- (c) the share sale deed between AMP and AXA (**AAPHL Share Sale Deed**);
- (d) the procurement deed between AMP and AXA;
- (e) the co-operation deed between AMP and AXA; and
- (f) the Asian subsidiary deed between AMP, AXA APH and AXA.

dated 29 November 2010.

Dated this 7th day of December 2010



Signed by Aldona Baranowski

as a delegate of the Australian Securities and Investments Commission

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

1. Under 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 persons specified in Schedule A in the case specified in Schedule B as if:
 - (a) subsection 606(1) of the Act was modified to disregard acquisitions of relevant interests and increases in voting power arising as a result of the Transaction Documents.
2. Under paragraph 673(1)(b) of the Act, ASIC declares that Part 6C.1 of the Act applies in relation to the persons specified in Schedule A in the case specified in Schedule C as if:
 - (a) Section 671B of the Act was modified to disregard relevant interests that would otherwise need to be taken into account as a result of the Transaction Documents and substantial holdings arising or increasing as a result of such relevant interests.

Schedule A

AMP Limited (ACN 079 354 519) (**AMP**) and its subsidiaries.

Schedule B

The acquisition by AMP or a subsidiary of AMP of a relevant interest in voting shares or voting interests in which an AXA entity has a relevant interest, and increases in voting power in the issuers of such shares or interests where:

- (a) the acquisition arises as a result of the Transaction Documents and/or the satisfaction of the condition set out in item 23 of clause 3.1 of the Framework Deed other than as a result of completion of the transactions contemplated by the Transaction Documents; and
- (b) the Transaction Documents are executed by the relevant parties to those documents.

Schedule C

A substantial holding of AMP or a subsidiary of AMP in a listed company or listed registered scheme, to the extent the substantial holding arises or increases because:

- (a) of the Transaction Documents, other than as a result of completion of the transactions contemplated by the Transaction Documents;
- (b) an AXA entity has a relevant interest in shares or interests in the company or registered scheme; and

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- (c) in relation to substantial holdings in AXA APH, the AXA entity acquires the relevant interest after entry into the Transaction Documents but does not hold the relevant interest at the time of entry into the Transaction Documents,

and where:

- (d) the Transaction Documents are executed by the relevant parties to those documents.

Interpretation

In this instrument:

AXA entity means AXA, AXA Asia Pacific Holdings Limited (ACN 069 123 011) (**AXA APH**), any of their subsidiaries or an entity in which either AXA or AXA APH has voting power of more than 20%.

AXA Excluded Share means an ordinary share of AXA APH:

- (a) held by AXA, a subsidiary of AXA or an entity in which AXA has voting power of more than 20%;
- (b) held on behalf of, or for the benefit of, a third party, including external investors, unit holders, policyholders or beneficiaries of funds (including superannuation, life insurance and other insurance funds), managed investment schemes and trusts, where the entity holding the share is obliged to act in the interests of that third party; and
- (c) in which neither AXA, a subsidiary of AXA nor an entity in which AXA has voting power of more than 20% has a beneficial interest (other than in its capacity as trustee, responsible entity, life company, investment manager or similar).

AXA means AXA (a company incorporated in France and having an address of 21-25 Avenue Matignon, 75008, Paris, France).

Proposed Transaction means:

- (a) the acquisition by AMP or a subsidiary of AMP of 100% of the ordinary shares in AXA APH pursuant to the Scheme and the AAPHL Share Sale Deed; and
- (b) the acquisition of AXA APH's Asian businesses by AXA.

Scheme means a compromise or arrangement between AXA APH and holders of ordinary shares in AXA APH (excluding AXA and any of its subsidiaries that are not also subsidiaries of AXA APH, except in the capacity of AXA or its subsidiaries as holders of AXA Excluded Shares) conducted under Part 5.1 of the Act in connection with the Proposed Transaction.

Transaction Documents means:

- (a) the framework deed between AMP, AXA APH and AXA (**Framework Deed**);
- (b) the merger implementation deed between AMP and AXA APH;

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- (c) the share sale deed between AMP and AXA (**AAPHL Share Sale Deed**);
- (d) the procurement deed between AMP and AXA;
- (e) the co-operation deed between AMP and AXA; and
- (f) the Asian subsidiary deed between AMP, National Mutual International Pty Limited ACN 004 484 351, AXA APH and AXA;

dated 29 November 2010.

Dated this 7th day of December 2010



Signed by Aldona Baranowski

as a delegate of the Australian Securities and Investments Commission

10-1166

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

1. Under paragraph 655A(1)(a) of the Corporations Act 2001 (Act), the Australian Securities and Investments Commission (ASIC) exempts the persons specified in Schedule A from section 606 of the Act in respect of the acquisitions specified in Schedule B on the conditions specified in Schedule C and for so long as those conditions are met.
2. Under paragraph 673(1)(a) of the Act, ASIC exempts the persons specified in Schedule D from section 671B of the Act in respect of the substantial holding specified in Schedule E on the conditions specified in Schedule C and for so long as those conditions are met.

Schedule A

AXA Asia Pacific Holdings Limited (ACN 069 123 011) (AXA APH) and their subsidiaries and each entity in which AXA APH has voting power of more than 20% (but only to the extent that such an entity is associated with AXA APH within the meaning of item 6 of section 7 of the *Legislative Instruments Act 2003*).

Schedule B

The acquisition by AXA APH or their subsidiaries or an entity in which AXA APH has voting power of more than 20% of a relevant interest in voting shares in which a AMP entity has a relevant interest where:

- (a) the acquisition occurs:
 - (i) as a result of the Transaction Documents and/or the satisfaction of the condition set out in item 23 of clause 3.1 of the Framework Deed but not as a result of completion of the transactions contemplated by the Transaction Documents; or
 - (ii) after execution of the Transaction Documents, but before completion of the transactions contemplated by the Transaction Documents or termination of the Transaction Documents, and where:
 - (A) the acquisition is made on behalf of, or for the benefit of, a third party (including external investors, unit holders or beneficiaries of funds (including superannuation, life insurance and other insurance funds), managed investment schemes and trusts); and
 - (B) the entity making the acquisition is obliged to act in the interests of that third party; and
 - (C) neither AXA, a subsidiary of AXA nor an entity in which AXA has voting power of more than 20% has a beneficial interest in the securities (other than in its

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capacity as trustee, responsible entity, life company, investment manager or similar); and

- (D) the acquisition does not result in AXA APH having voting power in itself of more than 1% more than it held immediately after entry into the Transaction Documents (excluding any votes attached to shares in AXA APH acquired by a AMP entity acquired after entry into the Transaction Documents); and
- (b) the Transaction Documents are executed by the relevant parties to those documents.

Schedule C

AXA APH will immediately terminate, or use their best endeavours to procure the termination of, the Transaction Documents if the Court makes a determination, which is final and not appellable, to not approve the Scheme.

Schedule D

AXA APH and its related bodies corporate

Schedule E

A substantial holding by AXA APH or its related bodies corporate in a listed company or listed registered scheme to the extent the substantial holding arises because:

- (a) of execution of the Transaction Documents but not as a result of completion of the transaction contemplated by the Transaction Documents; and
- (b) a AMP entity has a relevant interest in shares or interests in the company or registered scheme, but in relation to substantial holdings in AXA APH, where the AMP entity acquires the relevant interest after entry into the Transaction Documents but does not hold the relevant interest at the time of entry into the Transaction Documents,

and where:

- (c) the Transaction Documents are executed by the relevant parties to those documents.

Interpretation

In this instrument:

AXA Excluded Share means an ordinary share of AXA APH:

- (a) held by AXA, a subsidiary of AXA or an entity in which AXA has voting power of more than 20%;
- (b) held on behalf of, or for the benefit of, a third party, including external investors, unit holders, policyholders or beneficiaries of funds (including superannuation, life

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insurance and other insurance funds), managed investment schemes and trusts, where the entity holding the share is obliged to act in the interests of that third party; and

- (c) in which neither AXA, a subsidiary of AXA nor an entity in which AXA has voting power of more than 20% has a beneficial interest (other than in its capacity as trustee, responsible entity, life company, investment manager or similar).

AXA means AXA (a company incorporated in France and having an address of 21-25 Avenue Matignon, 75008, Paris, France).

AMP entity means AMP Limited (ACN 079 354 519), a subsidiary of AMP or an entity in which AMP has voting power of more than 20%.

Proposed Transaction means:

- (a) the acquisition by AMP or a subsidiary of AMP of 100% of the ordinary shares in AXA APH pursuant to the Scheme and the AAPHL Share Sale Deed; and
- (b) the acquisition of AXA APH's Asian businesses by AXA.

Scheme means a compromise or arrangement between AXA APH and holders of ordinary shares in AXA APH (excluding AXA SA and any of its subsidiaries that are not also subsidiaries of AXA APH, except in the capacity of AXA or its subsidiaries as holders of AXA Excluded Shares) conducted under Part 5.1 of the Act in connection with the Proposed Transaction.

Transaction Documents means:

- (a) the framework deed between AMP, AXA APH and AXA (**Framework Deed**);
- (b) the merger implementation deed between AMP and AXA APH;
- (c) the share sale deed between AMP and AXA (**AAPHL Share Sale Deed**);
- (d) the procurement deed between AMP and AXA;
- (e) the co-operation deed between AMP and AXA; and
- (f) the Asian subsidiary deed between AMP, AXA APH and AXA,

dated 29 November 2010.

Dated this 7th day of December 2010



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

10-1168

**Australian Securities and Investments Commission
Corporations Act 2001 – Paragraphs 601QA(1)(b),
926A(2)(a) and (c) and 1020F(1)(b) –Declarations and Exemptions**

1. Under paragraph 601QA(1)(b) of the Corporations Act 2001 (the *Act*), Australian Securities and Investments Commission (*ASIC*) declares that, until 31 March 2011, Chapter 5C of the Act applies to the person referred to in Schedule A in the case referred to in Schedule B as if, in section 9, in the definition of *managed investment scheme*, after paragraph (ma), the following paragraph were inserted:

“(maa) a scheme for participating in, conducting and funding legal proceedings;”.
2. For the avoidance of doubt, the declaration in paragraph 1 of this instrument does not have effect for the purposes of section 601MB of the Act in relation to a contract entered into, before the date of this instrument, by a person to subscribe for an interest in a scheme for participating in, conducting and funding the legal proceedings referred to in Schedule B (the *single person litigation funding scheme*)
3. Under paragraph 926A(2)(a) of the Act, ASIC exempts, until 31 March 2011 the persons referred to in Schedule A from subsection 911A(1) of the Act for the provision of a financial service in relation to an interest in the single person litigation funding scheme.
4. Under paragraph 926A(2)(c) of the Act, ASIC declares that, until 31 March 2011, Part 7.6 of the Act (other than Divisions 4 and 8) applies in relation to the person referred to in Schedule A in the case referred to in Schedule B as if paragraph 911B(1)(e) were omitted and the following paragraph substituted:

“(e) if the principal (rather than the provider) provided the service, the principal would not need an Australian financial services licence because:

 - (i) the provision of the service would be exempt under subsection 911A(2); or
 - (ii) the principal would be exempt from subsection 911A(1) in relation to the service as a result of an exemption under subsection 926A(2).”.
5. Under paragraph 1020F(1)(b) of the Act, ASIC exempts, until 31 March 2011, an interest in the single person litigation funding scheme from Part 7.9 of the Act.

10-1168

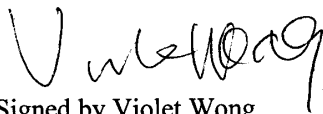
Schedule A

International Litigation Partners Pte, a company incorporated in Singapore.

Schedule B

Legal proceedings in the Federal Court of Australia in the matter of Chameleon Mining NL v Murchison Metals Ltd ACN 078 257 799 & ors (NSD 2355/2007) commenced on 29 November 2007.

Dated this 1st December 2010



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

10-1172

**Australian Securities and Investments Commission
Corporations Act 2001 – Section 250PAB – Exemption**

Under subsection 250PAB(4) of the *Corporations Act 2001 (Act)*, the Australian Securities and Investments Commission (*ASIC*) exempts Campbelltown Golf Club Ltd (In Liquidation) ACN 001 027 970 (*Company*) from section 250N of the Act in the case specified in Schedule A on the conditions set out in Schedule B.

Schedule A

Where the Company is under a members' voluntary winding up that was approved by members of the Company through a special resolution under section 491 of the Act on 15 November 2010.

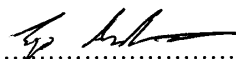
Schedule B

1. The Liquidator has certified to ASIC that the Company has put in place arrangements for answering reasonable inquiries from its members that are:
 - (i) about the consequences of the members' voluntary winding up for them; and
 - (ii) made while the Company is relying on the relief offered by this order.
2. The Liquidator has certified to ASIC that the inquiries will be answered free of charge to members.

Interpretation

Liquidator means the liquidator of the Company appointed under section 495 of the Act on 15 November 2010.

Dated 30 November 2010



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



10-1188

ASIC

Australian Securities & Investments Commission

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

Notice of Suspension of an Australian Financial Services Licence

TO: Wright Global Investments Pty Limited (the Licensee)
Level 10, 31 Market Street
Sydney NSW 2000

Pursuant to section 915B(3)(a) of the **Corporations Act 2001**, the Australian Securities and Investments Commission hereby suspends Licence Number 225058 held by the Licensee until 3 March 2011.

Dated this 3rd day of December 2010.

Signed ........

John Sculli, a delegate of the Australian Securities and Investments Commission

10-1195

**Australian Securities and Investments Commission
Corporations Act 2001 - Subsection 601QA(1) –
Exemption, Declaration and Revocation**

Enabling legislation

1. The Australian Securities and Investments Commission (*ASIC*) makes this instrument under subsection 601QA(1) of the *Corporations Act 2001* (the *Act*).

Title

2. This instrument is ASIC Instrument 10-1195.

Exemption

3. ASIC exempts Colonial First State Investments Limited ACN 002 348 352 (*Colonial*) in its capacity as the responsible entity of:
 - (a) Colonial First State – First Choice Investments – Fixed Interest Fund 2 ARSN 100 130 685;
 - (b) Colonial First State Wholesale Income Fund ARSN 087 406 942; and
 - (c) Colonial First State Bricks and Mortar Fund ARSN 092 184 168,(each, a *Scheme*) from paragraph 601FC(1)(d) of the Act in relation to allowing a member of the relevant Scheme to withdraw in accordance with section 601KEA of the Act as inserted by this instrument.

Declaration

4. ASIC declares that Chapter 5C of the Act applies to Colonial in its capacity as the responsible entity of each Scheme in the case specified in the Schedule as if Part 5C.6 of the Act were modified or varied as follows:
 - (a) after subsection 601KA(3) insert:

“(3AA) Subsection (3) does not apply to a withdrawal in accordance with section 601KEA.”; and
 - (b) after subsection 601KE insert:

“601KEA Hardship withdrawals*Power to allow withdrawal in case of member hardship*

- (1) Subject to this section, the responsible entity of a registered scheme may allow a member to withdraw (**hardship withdrawal**) from the scheme in accordance with a provision of the scheme’s constitution that provides for the member to have a right to withdraw when the responsible entity is satisfied that:
 - (a) the member has experienced hardship or is likely to experience hardship if the member is not allowed to withdraw; or
 - (b) where the member is an operator—a person (**instructor**) who has asked the operator to exercise a right to withdraw has experienced hardship or is likely to experience hardship if the operator is not allowed to withdraw; or
 - (c) where the member is dead—a beneficiary of the estate has experienced hardship or is likely to experience hardship if the executor or administrator of the estate is not allowed to withdraw.
 - (1A) In this section, an **operator** means a person who is a member of the scheme in its capacity as responsible entity or custodian of a registered scheme, trustee of a trust, trustee or custodian of a superannuation entity within the meaning of the *Superannuation Industry (Supervision) Act 1993*, trustee of a self-managed superannuation fund within the meaning of the *Superannuation Industry (Supervision) Act 1993* or provider or acquirer in relation to a custodial arrangement as defined in section 1012IA.
 - (2) The responsible entity must not allow a hardship withdrawal unless the responsible entity is satisfied that:
 - (a) following that withdrawal the scheme property would include sufficient liquid assets for the day to day operation of the scheme; and
 - (b) satisfying the hardship withdrawal request:
 - (i) would not cause the total amount of withdrawals to exceed the hardship withdrawal dollar limit; and
 - (ii) would not cause the total number of withdrawals to exceed the hardship withdrawal number limit; and
 - (c) any amount paid would not exceed the specific amount the subject of a hardship withdrawal request in respect of the
-

hardship of the member, instructor or beneficiary (as applicable); and

- (d) where paragraph (1)(b) applies—any amount paid on withdrawal to an operator will be paid to the instructor after deduction of any fees and charges payable to the operator; and

Note: In making any payment to an instructor, an operator must comply with any obligations under the terms of the relevant trust or arrangement under which it acts and other applicable laws. For example, the responsible entity of a registered scheme must comply with Part 5C.6 as modified by any relief applicable to that scheme and the trustee of a superannuation entity or self managed superannuation fund must comply with requirements under the *Superannuation Industry (Supervision) Act 1993*.

- (e) where paragraph (1)(c) applies—any amount paid on withdrawal to an executor or administrator of the estate will be paid to the beneficiary after deduction of any fees and charges payable to the executor or administrator.

(2A) For the purposes of paragraph (2)(b):

- (a) the **hardship withdrawal dollar limit** is:

- (i) if the hardship withdrawal request is an aged care withdrawal request—\$300,000 for any member, instructor or beneficiary (as applicable) in any calendar year;
- (ii) if the hardship withdrawal request is not an aged care withdrawal request:
 - (A) \$100,000 for any member, instructor or beneficiary (as applicable) in any calendar year (not including any aged care withdrawal requests that have been satisfied in that same calendar year); and
 - (B) where one or more aged care withdrawal requests have already been satisfied in the calendar year—\$300,000 for any member, instructor or beneficiary (as applicable) in any calendar year.

- (b) the **hardship withdrawal number limit** is:

- (i) if the hardship withdrawal request is an aged care withdrawal request and where 4 hardship withdrawal requests, which were not aged care withdrawal requests, have already been satisfied in the calendar year—5

hardship withdrawals for any member, instructor or beneficiary (as applicable) in any calendar year;

- (ii) otherwise—4 hardship withdrawals for any member, instructor or beneficiary (as applicable) in any calendar year.

In this subsection:

aged care means residential care (within the meaning of section 41-3 of the *Aged Care Act 1997*) that is provided by a person or body in respect of which an approval under Part 2.1 of that Act is in force.

aged care withdrawal request means a hardship withdrawal request in relation to a requirement to make payments to secure, or remain in, aged care.

- (3) If a constitution includes a provision permitting the responsible entity to exercise a discretion in relation to a hardship withdrawal the responsible entity must comply with subsections (4) to (6).

Exercise of discretion must be reasonable

- (4) The responsible entity or its nominee must act reasonably in exercising a discretion covered by subsection (3).

Note: The responsible entity is also subject to its general duties under section 601FC including the duty to act in the best interests of the members of the scheme.

Documentation of exercise of discretion

- (5) The responsible entity must ensure that the records which it keeps under section 988A document how and why a decision to permit or refuse a hardship withdrawal was made.

Access to and retention of documents

- (6) The responsible entity must retain the documents covered by subsection (5) for 7 years after they cease to be current.”.

Revocation

- 5. ASIC Instrument 09-0769 is revoked.

Schedule

Where a decision by Colonial to allow withdrawal from the relevant Scheme is based on the following criteria and conditions:

	<u>Hardship Withdrawal Criteria</u>	<u>Condition</u>
1	Severe Financial Hardship	The amount requested is needed to enable the person to meet reasonable and immediate living expenses for themselves and/or their dependants.
2	Unemployment	For the avoidance of doubt, where the person has not been in gainful employment for a period of at least 3 months and has no other means of financial support (except government assistance, such as unemployment benefits).
3	Compassionate Grounds	<p>The amount requested is needed by the person (and/or the person's dependant):</p> <ul style="list-style-type: none"> (a) to help pay for medical costs (and transport costs) required to treat a life-threatening illness or injury, to alleviate acute or chronic pain, or to alleviate an acute or chronic mental disturbance where 2 registered medical practitioners (at least one of whom must be a specialist) have provided certified statements confirming the medical condition to this effect; (b) to fund specific modifications (to a principal place of residence or vehicle) that are necessary to accommodate special needs arising from a severe disability; (c) to assist with funeral and other expenses related to the death of the person's dependants; (d) to enable the person to provide care for another person who is dying from a terminal illness, including home care; (e) to prevent the person's mortgagee (lender) from selling the person's principal place of residence; (f) to meet a binding financial obligation entered

		<p>into by the person prior to the responsible entity determining the registered scheme is non-liquid or otherwise determining that withdrawals should be suspended; or</p> <p>(g) to meet expenses in other cases consistent with grounds mentioned in paragraphs (a) to (f),</p> <p>where the person does not otherwise have the financial capacity to meet the expense.</p>
4	Permanent Incapacity	Where the person has ceased gainful employment by reason of mental or physical ill-health and the responsible entity is satisfied that the person is unlikely ever again to engage in gainful employment of the type for which the person is reasonably qualified by education, training or experience.
5	Aged care	The amount requested is needed to enable the person to make payments required to be made to secure, or remain in, aged care.

Interpretation

For the purposes of this Schedule:

- (a) **aged care** means residential care (within the meaning of section 41-3 of the *Aged Care Act 1997*) that is provided by a person or body in respect of which an approval under Part 2.1 of that Act is in force.
- (b) **another person**, when used in paragraph (d) of item 3, means any natural person.
- (c) **operator** means a person who is a member of the relevant Scheme in its capacity as responsible entity or custodian of a registered scheme, trustee of a trust, trustee or custodian of a superannuation entity within the meaning of the *Superannuation Industry (Supervision) Act 1993*, trustee of a self-managed superannuation fund within the meaning of the *Superannuation Industry (Supervision) Act 1993* or provider or acquirer in relation to a custodial arrangement as defined in section 1012IA of the Act.
- (d) the **person** means:
 - (a) a member of the relevant Scheme;
 - (b) where the member of the relevant Scheme is an operator—a person who has asked the operator to exercise a right to withdraw; and

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10-1195

- (c) where the member of the relevant Scheme is dead—a person who is a beneficiary of the estate of the member.

Dated this 3rd day of December 2010.



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

10-1197

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

Enabling legislation

1. The Australian Securities and Investments Commission (*ASIC*) makes this instrument under subsection 601QA(1) of the *Corporations Act 2001* (the *Act*).

Title

2. This instrument is ASIC Instrument 10-1197.

Exemption

3. ASIC exempts Colonial First State Investments Limited ACN 002 348 352 (*Colonial*) in its capacity as the responsible entity of the following registered schemes (each, a *Scheme*):
 - (a) Colonial First State Mortgage Income Fund – Entry Fee Option ARSN 088 902 783;
 - (b) Colonial First State Mortgage Income Fund – Nil Entry Fee Option ARSN 096 011 988; and
 - (c) Colonial First State Wholesale Guaranteed Mortgage Fund ARSN 088 902 425,from paragraph 601FC(1)(d) of the Act in relation to allowing Colonial to pay some or all of the net proceeds of the winding up of each Scheme to members in the case specified in Schedule A on the conditions specified in Schedule B.

Revocation

4. ASIC Instrument 10-0332 is revoked.

Schedule A

1. The constitution of the Scheme allows Colonial to pay some or all of the net proceeds of winding up of the Scheme to a member.
2. Colonial is satisfied that:
 - (a) the member has experienced hardship or is likely to experience hardship if the member is not paid their entitlement to the net winding up proceeds on a preferential basis; or

- (b) where the member is an operator—a person (*instructor*) who has asked the operator to request Colonial to pay the instructor's entitlement to the net winding up proceeds on a preferential basis has experienced hardship or is likely to experience hardship if the payment is not made on a preferential basis; or
- (c) where the member is dead—a beneficiary of the estate has experienced hardship or is likely to experience hardship if the executor or administrator of the estate is not allowed to receive the payment of the entitlement to the net winding up proceeds on a preferential basis.
3. A decision by Colonial to allow a hardship payment is based on the following criteria and conditions:

	<u>Hardship Withdrawal Criteria</u>	<u>Condition</u>
1	Severe Financial Hardship	The amount requested is needed to enable the person to meet reasonable and immediate living expenses for themselves and/or their dependants.
2	Unemployment	For the avoidance of doubt, where the person has not been in gainful employment for a period of at least 3 months and has no other means of financial support (except government assistance, such as unemployment benefits).
3	Compassionate Grounds	<p>The amount requested is needed by the person (and/or the person's dependant):</p> <p>(a) to help pay for medical costs (and transport costs) required to treat a life-threatening illness or injury, to alleviate acute or chronic pain, or to alleviate an acute or chronic mental disturbance where 2 registered medical practitioners (at least one of whom must be a specialist) have provided certified statements confirming the medical condition to this effect;</p> <p>(b) to fund specific modifications (to a principal place of residence or vehicle) that are necessary to accommodate special needs arising from a severe disability;</p> <p>(c) to assist with funeral and other expenses related to the death of the person or the person's dependants;</p> <p>(d) to enable the person to provide care for another</p>

		<p>person who is dying from a terminal illness, including home care;</p> <p>(e) to prevent the person's mortgagee (lender) from selling the person's principal place of residence;</p> <p>(f) to meet a binding financial obligation entered into by the person prior to Colonial's decision to terminate the Scheme; or</p> <p>(g) to meet expenses in other cases consistent with grounds mentioned in paragraphs (a) to (f),</p> <p>where the person does not otherwise have the financial capacity to meet the expense.</p>
4	Permanent Incapacity	Where the person has ceased gainful employment by reason of mental or physical ill-health and the responsible entity is satisfied that the person is unlikely ever again to engage in gainful employment of the type for which the person is reasonably qualified by education, training or experience.
5	Aged care	The amount requested is needed to enable the person to make payments required to be made to secure, or remain in, aged care.

Schedule B

1. Colonial must not allow a hardship payment to be made unless Colonial is satisfied that:
 - (a) following that payment, the scheme property would include sufficient liquid assets to enable Colonial to satisfy its obligations under the constitution of the Scheme in relation to the winding up of the Scheme; and
 - (b) satisfying the request for a hardship payment:
 - (i) would not cause the total amount of hardship payments to exceed the hardship payment dollar limit; and
 - (ii) would not cause the total number of hardship payments to exceed the hardship payment number limit; and

(c) any hardship payment would not exceed the specific amount the subject of the request for payment in respect of the hardship of the member, instructor or beneficiary (as applicable); and

(d) where subparagraph (2)(b) of Schedule A applies - any hardship payment to an operator will be paid to the instructor after deduction of any fees and charges payable to the operator; and

Note: In making any payment to an instructor, an operator must comply with any obligations under the terms of the relevant trust or arrangement under which it acts and other applicable laws. For example, the trustee of a superannuation entity or self managed superannuation fund must comply with requirements under the *Superannuation Industry (Supervision) Act 1993*.

(e) where subparagraph (2)(c) of Schedule A applies - any hardship payment to an executor or administrator of the estate will be paid to the beneficiary after deduction of any fees and charges payable to the executor or administrator.

2. For the purposes of paragraph (1)(b):

(a) the **hardship payment dollar limit** is:

- (i) if the hardship payment request is an aged care payment request—\$300,000 for any member, instructor or beneficiary (as applicable) in any calendar year;
- (ii) if the hardship payment request is not an aged care payment request:
 - (A) \$100,000 for any member, instructor or beneficiary (as applicable) in any calendar year (not including any aged care payment requests that have been satisfied in that same calendar year); and
 - (B) where one or more aged care payment requests have already been satisfied in the calendar year—\$300,000 for any member, instructor or beneficiary (as applicable) in any calendar year.

(b) the **hardship payment number limit** is:

- (i) if the hardship payment request is an aged care payment request and where 4 hardship payment requests, which were not aged care payment requests, have already been satisfied in the calendar year—5 hardship payments for any member, instructor or beneficiary (as applicable) in any calendar year;

- (ii) otherwise—4 hardship payments for any member, instructor or beneficiary (as applicable) in any calendar year.

3. If a constitution includes a provision permitting the responsible entity to exercise a discretion in relation to a hardship payment, Colonial must comply with paragraphs (4) to (6).
4. Colonial or its nominee must act reasonably in exercising a discretion covered by paragraph (3).

Note: The responsible entity is also subject to its general duties under section 60IFC including the duty to act in the best interests of the members of the scheme.

5. The responsible entity must ensure that the records which it keeps under section 988A document how and why a decision to permit or refuse a request for a hardship payment.
6. The responsible entity must retain the documents covered by paragraph (5) for 7 years after they cease to be current.

Interpretation

In this instrument:

aged care means residential care (within the meaning of section 41-3 of the *Aged Care Act 1997*) that is provided by a person or body in respect of which an approval under Part 2.1 of that Act is in force;

aged care withdrawal request means a hardship payment request in relation to a requirement to make payments to secure, or remain in, aged care;

another person, when used in paragraph (d) of item 3 in the table in paragraph (3) of Schedule A, means any natural person;

hardship payment means a payment by Colonial of some or all of the net proceeds of winding up the Scheme to a person in priority to other members of the Scheme where Colonial is satisfied that one of subparagraphs (a), (b) or (c) of paragraph 2 of Schedule A of this instrument applies;

operator means a person who is a member of the Scheme in its capacity as responsible entity or custodian of a registered scheme, a life company, trustee of a trust, trustee or custodian of a superannuation entity within the meaning of the *Superannuation Industry (Supervision) Act 1993*, trustee of a self-managed superannuation fund within the meaning of the *Superannuation Industry (Supervision) Act 1993* or provider or acquirer in relation to a custodial arrangement as defined in section 1012IA; and

person means:

- (a) a member of a Scheme;
- (b) where the member of a Scheme is an operator—a person who has asked the operator to make a request for a hardship payment;
- (c) where the member of a Scheme is dead—a person who is a beneficiary of the estate of the member.

Dated this 3rd day of December 2010.



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

10-1201

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

1. Under paragraph 655A(1)(a) of the *Corporations Act 2001* (the *Act*), the Australian Securities and Investments Commission (*ASIC*) exempts the persons specified in Schedule A from section 606 of the Act in respect of the acquisitions specified in Schedule B with effect until 30 April 2011.
2. Under paragraph 673(1)(a) of the Act, ASIC exempts the persons specified in Schedule A from section 671B of the Act in respect of the substantial holdings specified in Schedule C with effect until 30 April 2011.

Schedule A

Nikko Asset Management Co., Limited, a company incorporated under the laws of Japan, and its related bodies corporate (*NAM*)

Schedule B

The acquisition of any relevant interest, except an acquisition of a relevant interest in DBS Asset Management Limited (*Sale Company*) as a result of entry into, but not completion of, a share sale agreement (*Share Sale Agreement*) dated on or about 6 December 2010 between a related body corporate of NAM and DBS Bank Ltd in respect of all the shares in the Sale Company.

Schedule C

A substantial holding by NAM in a listed company, a listed registered scheme or an unlisted company with more than 50 members to the extent the substantial holding arises because of entry into the Share Sale Agreement but not as a result of completion of the transaction contemplated by the Share Sale Agreement.

Dated this 6th day of December 2010



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

10-1202

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

- 1 Under paragraph 741(1)(b) of the Corporations Act 2001 (the *Act*) the Australian Securities and Investments Commission (*ASIC*) declares that Chapter 6D of the Act applies to the person specified in Schedule A in the case specified in Schedule B as if section 713 of the Act were modified or varied as follows:
 - (a) at the end of paragraph 713(1)(b) insert “or”;
 - (b) after paragraph 713(1)(b) insert:
 - “(c) convertible securities that are convertible into continuously quoted securities of a body.”;
 - (c) at the end of paragraph 713(2)(d) omit “securities.”, substitute “securities; and”;
 - (d) after subparagraph 713(2)(d) insert:
 - “(e) if the securities are convertible securities - the rights and liabilities attaching to:
 - (i) the convertible securities themselves; and
 - (ii) the underlying securities.”
- 2 Under paragraph 741(1)(b) of the Act ASIC declares that Chapter 6D of the Act applies to the person specified in Schedule A in the case specified in Schedule B as if the definition of “underlying securities” in section 9 of the Act were modified or varied as follows:
 - (a) at the end of subparagraph (b) omit “securities.” substitute “securities; and”;
 - (b) after subparagraph (b) insert:
 - “(c) in relation to convertible securities - those securities into which the securities may be converted.”

Schedule A

Slater & Gordon Limited ACN 097 297 400 (*Slater & Gordon*)

Schedule B

An offer by Slater & Gordon to issue up to 1,260,000 convertible securities where the terms of the issue are in accordance with Slater & Gordon’s Employee Ownership Plan, a copy and summary of which were provided to ASIC on 24 November 2010 and the offer is made pursuant to a prospectus lodged with ASIC under Chapter 6D of the Act.

Dated this 6th day of December 2010



Signed by Sebastian Strykowski

As a delegate of the Australian Securities and Investments Commission



10 - 1203

Corporations (BGC Brokers LP) Exemption Notice 2010*Corporations Act 2001*

I, David Bradbury, Parliamentary Secretary to the Treasurer, issue this Notice under section 791C of the *Corporations Act 2001*.

Dated 9-12-10

A handwritten signature in black ink, appearing to read 'David Bradbury'.

Parliamentary Secretary to the Treasurer

1. Name of Notice

This Notice is the *Corporations (BGC Brokers LP) Exemption Notice 2010*.

2. Commencement

This Notice commences on the day it is notified in the *Gazette*.

3. Definitions

In this Notice:

Act means the *Corporations Act 2001*.

Application means the application for an exemption from the operation of Part 7.2 of the Act, submitted to ASIC by BGCB, dated 12 July 2010, and subsequent correspondence prior to the issuing of this notice and relating to the application.

ASIC means the Australian Securities and Investments Commission.

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

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BGCB means BGC Brokers LP, a limited partnership formed under the law of the United Kingdom.

Class Order [CO 03/1099] means Class Order [03/1099], titled 'UK FSA regulated financial service providers' as in force from time to time.

clearing and settlement facility has the same meaning as in Chapter 7 of the Act.

derivative has the same meaning as in Chapter 7 of the Act.

financial year means BGCB's financial year.

Market means the financial market for credit derivatives, foreign exchange contracts that are foreign exchange options and interest rate derivatives that is operated by BGCB.

participant has the same meaning as in Chapter 7 of the Act.

professional investor has the same meaning as in section 9 of the Act.

UK FSA means the Financial Services Authority of the United Kingdom.

4. Exemption

For section 791C of the Act, and subject to the conditions mentioned in sections 5 to 17 of this Notice, the Market is exempt from the operation of Part 7.2 of the Act.

5. Operation of the Market

- (1) BGCB must operate the Market in all material ways as set out in the Application.
- (2) BGCB, or an associate of BGCB:
 - (a) must not operate a clearing and settlement facility for the Market; and
 - (b) may provide clearing and settlement arrangements for the Market only by providing information or by establishing procedures for the settlement of transactions effected through the Market.

6. Licensing of BGCB

BGCB must, at all times, comply with Class Order [CO 03/1099].

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7. Participants who may trade on the Market

- (1) BGCB must not admit an Australian participant to the Market, or allow an Australian participant to enter into a trade on the Market, unless the Australian participant is a professional investor who is trading on its own behalf or on behalf of another professional investor.
- (2) BGCB must not trade on the Market on its own behalf or on behalf of another professional investor.

8. Financial products that may be traded on the Market

Only credit derivatives, foreign exchange contracts that are foreign exchange options and interest rate derivatives are permitted to be traded on the Market.

9. Arrangements to manage conflicts of interest

- (1) BGCB must establish and maintain arrangements to manage any conflicts of interest about activities undertaken by BGCB in the operation of the Market.
- (2) The arrangements must be to the satisfaction of ASIC.

10. Arrangements to record order information and transactions

- (1) BGCB must ensure that satisfactory arrangements are made for recording order information and transactions effected through the Market.
- (2) To comply with the condition set forth in subsection (1), the records must be kept in sufficient detail to show particulars of:
 - (a) the date and time that the order was received;
 - (b) the identity of the participant placing the order;
 - (c) the name and quantity of the financial product to which the order applies;
 - (d) the designation of the order as a buy or sell order;
 - (e) any limit or stop price prescribed by the order;
 - (f) the date and time at which the order expires;
 - (g) details of any modification or cancellation of the order;
 - (h) the price, quantity, date and time of execution of the order; and

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(i) the identities of the counterparties to the transaction.

(3) The records must be kept and be available to ASIC for at least 5 years.

11. Annual report

(1) Within three months of the end of each financial year, BGCB must give a report to ASIC that sets out the extent to which BGCB has complied with the conditions in this Notice during that financial year.

(2) The report must include the following information:

- (a) a description of the activities that BGCB has undertaken in the financial year in relation to the operation of the Market;
- (b) if any material system outages occurred during the financial year that prevented Australian participants from using the Market:
 - (i) the number of such outages;
 - (ii) the duration of each outage;
 - (iii) the cause of each outage; and
 - (iv) a description of the means by which each outage was resolved.
- (c) the names and number of Australian participants that were authorised to access the Market throughout the reporting period, identifying those still authorised to access the Market on the last day of the financial year;
- (d) details of the volume of trading on the Market by Australian participants throughout the financial year;
- (e) the number and nature of significant complaints made to BGCB by Australian participants who used the Market during the financial year, and the action taken by BGCB in response to each complaint;
- (f) any specific regulatory issues that BGCB encountered during the financial year and actions taken to resolve those issues (whether inside or outside Australia); and
- (g) details of any significant conflict of interest identified by BGCB in relation to its operation of the Market during the financial year, and how each conflict of interest was resolved.

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12. Minister may require BGCB to submit to an audit

- (1) The Minister may, by written notice, require BGCB to obtain an audit report in relation to:
 - (a) the annual report mentioned in section 11; and
 - (b) any information or statements accompanying the annual report.
- (2) The Minister may nominate either of the following to undertake the audit:
 - (a) ASIC; or
 - (b) another person or body that is suitably qualified.

13. Reporting of certain events involving an Australian participant

- (1) If BGCB takes disciplinary action against an Australian participant of the Market, BGCB must, as soon as practicable, advise ASIC in writing of:
 - (a) the participant's name; and
 - (b) the reason for and nature of the action taken; and
 - (c) when the action was taken.
- (2) If BGCB has reason to suspect that an Australian participant has committed, is committing, or is about to commit, a contravention of the Act or a significant contravention of their obligations imposed by BGCB in relation to the Market, BGCB must, as soon as practicable, advise ASIC in writing of:
 - (a) the Australian participant's name; and
 - (b) details of the contravention or impending contravention; and
 - (c) BGCB's reason for that belief.

14. Reporting of certain events involving BGCB or a director or secretary of BGCB

If BGCB becomes aware that BGCB, or a director or secretary of BGCB:

- (a) is the subject of a declaration of contravention in relation to a provision of the Act; or

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- (b) has been convicted of an offence under the Act; or
- (c) has been disqualified from managing a corporation; or
- (d) has been banned from providing financial services;

BGCB must advise ASIC of the matter, in writing, within seven days after BGCB becomes aware of the matter.

15. Notice If BGCB ceases to operate the Market

BGCB must, within seven days, advise ASIC in writing if it ceases to operate the Market in Australia.

16. Requirement to assist ASIC

If BGCB receives a reasonable request from ASIC to give assistance to ASIC, or to a person authorised by ASIC, about the performance of ASIC's functions in relation to the operation of the Market, BGCB must:

- (a) provide that assistance; and
- (b) give ASIC access to any information, document or books held by BGCB.

17. Requirement to enter into written arrangement with ASIC

BGCB must enter into a written arrangement with ASIC for cooperation with ASIC in matters relating to this Notice.



10-1205

ASIC

Australian Securities & Investments Commission

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

Under paragraph 601QA(1)(b) of the *Corporations Act 2001* (the *Act*), the Australian Securities and Investments Commission (*ASIC*) declares that Chapter 5C of the Act applies to the person specified in the Schedule as if the provisions of that Chapter as modified or varied by ASIC Class Order [CO 05/26] were modified or varied as follows:

1. after subsection 601GAB(2) insert:

“(2A) If there is more than one class of interests in the scheme, a formula or method that is to be used to set the issue price is taken to comply with subsection (2) for interests in a class of interests that are not quoted on a financial market if the formula or method is based on the assets, liabilities, revenues and expenses properly attributable to the class and number of interests in the class.”

2. after subsection 601GAC(2) insert:

“(2A) If there is more than one class of interests in the scheme, a formula or method that is to be used to set the withdrawal amount is taken to comply with subsection (2) if the formula or method is based on the assets, liabilities, revenues and expenses properly attributable to the class and number of interests in the class.”

Schedule

Russell Investment Management Ltd ACN 068 338 974 in its capacity as responsible entity of the Russell Australian Value ETF ARSN 147 518 081.

Dated this 7th day of December 2010

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

10-1207

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

Under paragraph 601QA(1)(b) of the *Corporations Act 2001* (the *Act*), the Australian Securities and Investments Commission (ASIC) declares that Chapter 5C of the Act applies to the person specified in the Schedule as if the provisions of that Chapter as modified or varied by ASIC Class Order [CO 05/26] were modified or varied as follows:

1. after subsection 601GAB(2) insert:

“(2A) If there is more than one class of interests in the scheme, a formula or method that is to be used to set the issue price is taken to comply with subsection (2) for interests in a class of interests that are not quoted on a financial market if the formula or method is based on the assets, liabilities, revenues and expenses properly attributable to the class and number of interests in the class.”

2. after subsection 601GAC (2) insert:

“(2A) If there is more than one class of interests in the scheme, a formula or method that is to be used to set the withdrawal amount is taken to comply with subsection (2) if the formula or method is based on the assets, liabilities, revenues and expenses properly attributable to the class and number of interests in the class.”

Schedule

Hyecorp Property Funds Management Ltd ACN 136 911 932 in its capacity as responsible entity of the Hyecorp Property Development Fund No 7 ARSN 147 523 706.

Dated this 7th day of December 2010



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

10-1208

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

Under paragraph 601QA(1)(b) of the *Corporations Act 2001* (the *Act*), the Australian Securities and Investments Commission (ASIC) declares that Chapter 5C of the Act applies to the person specified in the Schedule as if the provisions of that Chapter as modified or varied by ASIC Class Order [CO 05/26] were modified or varied as follows:

1. after subsection 601GAB(2) insert:

“(2A) If there is more than one class of interests in the scheme, a formula or method that is to be used to set the issue price is taken to comply with subsection (2) for interests in a class of interests that are not quoted on a financial market if the formula or method is based on the assets, liabilities, revenues and expenses properly attributable to the class and number of interests in the class.”

2. after subsection 601GAC (2) insert:

“(2A) If there is more than one class of interests in the scheme, a formula or method that is to be used to set the withdrawal amount is taken to comply with subsection (2) if the formula or method is based on the assets, liabilities, revenues and expenses properly attributable to the class and number of interests in the class.”

Schedule

Hyecorp Property Funds Management Ltd ACN 136 911 932 in its capacity as responsible entity of the Hyecorp Property Development Fund No 8 ARSN 147 524 945.

Dated this 7th day of December 2010



Signed by

Sean Polivnick

as a delegate of the Australian Securities and Investments Commission

10-1209

**ASIC**

Australian Securities & Investments Commission

**Australian Securities and Investments Commission
Corporations Act 2001 – Paragraph 741(1)(b) – Variation**

Under paragraph 741 (1)(b) of the *Corporations Act 2001*, the Australian Securities and Investments Commission varies ASIC Instrument [10-1112] dated 10 November 2010 as follows:

1. in Schedule B omit “10 November 2010”, substitute “7 December 2010”; and
2. in Schedule B omit “17 November 2010”, substitute “14 December 2010”.

Dated this 7th day of December 2010

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

10-1210

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

Enabling legislation

1. The Australian Securities and Investments Commission (*ASIC*) makes this instrument under paragraph 911A(2)(l) of the *Corporations Act 2001 (Act)*.

Commencement

2. This instrument commences on the date of its gazettal.

Exemption

3. Bald Hills Wind Farm Pty Limited ACN 117 264 712 (*BHWF*) does not have to hold an Australian financial services licence for dealing in a derivative in the following circumstances:
 - (a) the dealing is entered into:
 - (i) on its behalf; and
 - (ii) for the purpose of managing a financial risk arising in the ordinary course of operating a wind farm business in relation to spot price of wholesale electricity as set by the Australian Energy Market Operator or any successor;
 - (b) the dealing is not a significant part of that business;
 - (c) the dealing does not involve the making of a market for derivatives.
4. The exemption in paragraph 3 applies in relation to a single derivative contract that is entered into by BHWF and a counterparty for a fixed term of at least 10 years and which includes provisions to the following effect:
 - (a) the contract is not terminable at will by either party; and
 - (b) the contract can only be assigned with the written consent of BHWF; and
 - (c) an acknowledgment that BHWF does not hold an Australian financial services licence.

10-1210

Interpretation

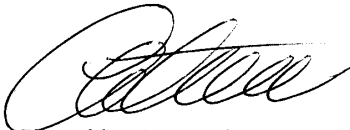
5. In this instrument:

counterparty means a person that is a wholesale client that either holds an Australian financial services licence covering dealing in a derivative or is not required to hold such a licence for that financial service.

makes a market has the meaning given in section 766D of the Act

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

Dated this 7th day of December 2010



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



10-1212

ASIC

Australian Securities & Investments Commission

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

Notice of Suspension of an Australian Financial Services Licence

TO: Strategic Wealth Advice Pty Ltd (the Licensee)
Level 1, 150 Walker St
Townsville, QLD 4810

Pursuant to section 915B(3)(b) of the **Corporations Act 2001**, the Australian Securities and Investments Commission hereby suspends Licence Number 295891 held by the Licensee until 21 January 2010.

Dated this 7th of December 2010.

Signed.....

John Sculli, a delegate of the Australian Securities and Investments Commission

10 - 1214

NOTICE UNDER SECTION 920E OF THE CORPORATIONS ACT 2001

Notice is hereby given under section 920E of the Corporations Act 2001 that the Australian Securities and Investments Commission has made an order, a copy of which is set out below, which order took effect on the date of service of the order on the person to whom it relates, being 3 December 2010.

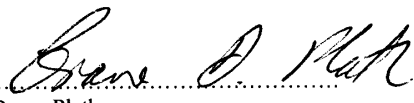
AUSTRALIAN SECURITIES AND INVESTMENTS COMMISSION**IN THE MATTER OF JENNY TU QUYHN TRAN****SECTIONS 920A AND 920B OF THE CORPORATIONS ACT 2001**

To: Ms Jenny Tu Quyhn Tran
10 Bongalong Street
Naremburn NSW 2065

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

TAKE NOTICE that under paragraph 920A(1)(e) and section 920B of the Corporations Act 2001 the Australian Securities and Investments Commission prohibits Jenny Tu Quyhn Tran from providing any financial services for a period of five years.

Dated this 30th day of November 2010.

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

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

10-1220

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

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

1. omit from subsection (1) all the text after the word “it” and substitute:
“must either:
 - (a) call a members’ meeting to explain its reason for wanting to retire and to enable the members to vote on a resolution (which must be an extraordinary resolution if the scheme is not listed) to choose a company to be the new responsible entity; or
 - (b) propose a related body corporate to be the new responsible entity in accordance with subsection (1A).”; and
2. insert after subsection (1) the following subsection:

“(1A) The requirements for proposing a related body corporate (the ***proposed responsible entity***) to be the new responsible entity are as follows:

 - (a) The responsible entity must give members notice of a proposal to choose the proposed responsible entity to be the scheme’s new responsible entity.
 - (b) The notice to members must:
 - (i) set out:
 - (A) the responsible entity’s reasons for wanting to retire; and
 - (B) such information as can reasonably be expected to be material to a member in forming a view as to the choice of the proposed responsible entity; and
 - (C) information about the timing of the proposed retirement of the responsible entity and the manner in which that retirement will occur; and

- (D) how members can access on the responsible entity's web site current information about the proposed timing of the retirement of the responsible entity and the manner in which that retirement will occur; and
 - (ii) state prominently that if:
 - (A) members who together hold at least 5% of the total value of the interests held by members; or
 - (B) 100 members,

who would be entitled to vote if the proposal were put as a proposed resolution to a meeting of members under paragraph (1)(a), ask for a vote on the choice of the proposed responsible entity by giving written notice received by the responsible entity within 21 days from the date the notice is sent, the responsible entity will either arrange a postal vote or convene a meeting to vote on a resolution for the choice of the proposed responsible entity; and
 - (iii) be accompanied by a form which can be ticked to ask for a vote; and
 - (iv) state prominently a reply paid address of the responsible entity to which the form may be sent.
- (c) The responsible entity must prominently disclose on its web site current information about the proposed timing of the retirement of the responsible entity and the manner in which that retirement will occur.
- (d) If sufficient members ask for a vote in accordance with the notice, the responsible entity must arrange for a postal vote or, if the responsible entity chooses, convene a meeting in accordance with Part 2G.4 to vote on the choice of the proposed responsible entity as soon as possible.
- (e) If there is a postal vote:
- (i) a voting paper must be sent to each member stating a reply paid address of the responsible entity to which the voting paper may be sent;
 - (ii) the responsible entity must notify the members in, or in a document accompanying, the voting paper that:
 - (A) the proposed responsible entity will be chosen as the new responsible entity if at

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least 50% of the total votes that may be cast by members that would be eligible to vote at a meeting under paragraph (1)(a) are cast in favour of the choice; and

- (B) only votes received by the responsible entity within 28 days after the issue of the voting paper will be counted.

- (f) If a meeting is convened the resolution to choose the new responsible entity must be an extraordinary resolution if the scheme is not listed.”; and

3. insert after subsection (2), the following subsections:

“(2A) If a postal vote is arranged under paragraph (1A)(d) and at least 50% of the total votes that may be cast by members that would be eligible to vote at a meeting under paragraph (1)(a) are cast in favour of the proposed responsible entity, that entity is taken for the purposes of subsection (2) to have been chosen by a resolution of members on the last day on which postal votes may be received in order to be counted.

(2B) If:

- (a) a related body corporate is proposed to be the new responsible entity in accordance with subsection (1A); and
- (b) sufficient members do not ask for a vote to choose the entity in accordance with the notice referred to in paragraph (1A)(b); and
- (c) the entity has consented in writing to becoming the scheme’s responsible entity,

then:

- (d) as soon as practicable and in any event within 2 business days after the end of the period in which a member may ask for such a vote, the current responsible entity must lodge a notice with ASIC asking it to alter the record of the scheme’s registration to name the proposed responsible entity as the scheme’s responsible entity; and
- (e) the notice must be accompanied by a certificate from the current responsible entity that it reasonably considers that the appointment of the proposed responsible entity would be in the best interests of members with a summary of the responsible entity’s reasons as to why this is the case; and
- (f) unless ASIC reasonably believes that the appointment of the proposed responsible entity would not be in the best interests

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of members, ASIC must comply with the notice as soon as practicable after the notice and summary are lodged.”

Schedule A

IOOF Global One Limited ACN 093 415 251 as responsible entity of each of the registered schemes specified in Schedule B (the *Schemes*).

Schedule B

Ibbotson Australian Shares High Alpha Trust (ARSN 117 331 692)

Ibbotson Australian Shares Active Trust (ARSN 092 226 563)

Ibbotson International Shares High Opportunities (Unhedged) Trust (ARSN 110 632 481)

Ibbotson International Shares High Opportunities (Hedged) Trust (ARSN 123 814 433)

Ibbotson International Shares Active (Unhedged) Trust (ARSN 092 225 486)

Ibbotson International Shares Active (Hedged) Trust (ARSN 092 226 876)

Ibbotson International Shares (Unhedged) Trust (ARSN 092 234 289)

Ibbotson International Shares Passive (Unhedged) Trust (ARSN 092 229 199)

Ibbotson International Shares Passive (Hedged) Trust (ARSN 092 227 435)

Ibbotson Australian Property Securities Trust (ARSN 092 234 378)

Ibbotson International Property Securities (Hedged) Trust (ARSN 118 668 929)

Ibbotson Australian Bonds Trust (ARSN 092 226 456)

Ibbotson International Bonds Active (Hedged) Trust (ARSN 121 406 219)

Ibbotson International Bonds Passive (Hedged) Trust (ARSN 092 232 203)

Ibbotson Cash Trust (ARSN 092 227 104)

Ibbotson Global Trading Strategies Trust II (ARSN 124 464 704)

Ibbotson Alpha Strategies Trust (ARSN 126 314 538)

Ibbotson Alternative Markets Trust (ARSN 128 307 004)

Ibbotson Global Inflation Linked Securities (Hedged) Trust (ARSN 127 861 938)

Ibbotson High Growth Plus Trust (ARSN 092 232 356)
Ibbotson High Growth Trust (ARSN 092 226 358)
Ibbotson WS Growth Trust (ARSN 092 232 427)
Ibbotson Growth Trust (ARSN 092 234 136)
Ibbotson WS Balanced Trust (ARSN 092 233 979)
Ibbotson Balanced Growth Trust (ARSN 092 229 975)
Ibbotson WS Conservative Trust (ARSN 092 227 337)
Ibbotson Conservative Growth Trust (ARSN 092 232 589)
Ibbotson WS Secure Trust (ARSN 092 234 074)
Ibbotson WS High Growth Trust (ARSN 125 073 752)
Ibbotson Access Growth Trust (ARSN 140 450 835)
Ibbotson Access Income Trust (ARSN 140 450 728)
IOOF Global One Fund #41 (ARSN 100 903 982)
IOOF Global One Fund #83 (ARSN 101 643 645)
IOOF Global One Fund #80 (ARSN 100 903 848)
IOOF Global One Fund #82 (ARSN 101 255 181)
IOOF Global One Fund #67 (ARSN 103 336 705)
IOOF Global One Fund #84 (ARSN 103 337 024)
IOOF Global One Fund #71 (ARSN 118 940 364)
IOOF Global One Fund #70 (ARSN 118 940 408)
IOOF Global One Fund #127 (ARSN 106 311 880)

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Schedule C

Where I.O.O.F. Investment Management Limited ACN 006 695 021 has agreed in writing to become the new responsible entity for the Schemes.

Dated this 8th day of December 2010.



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

CORPORATIONS ACT 2001
Subsection 601PB(2)

ASIC may deregister the managed investment schemes listed below two months after the publication of this notice, unless given acceptable reason not to proceed.

Dated this tenth day of December 2010

Rosanne Bell
DELEGATE OF
THE AUSTRALIAN SECURITIES AND INVESTMENTS COMMISSION

Name of Scheme

ARSN

ADELAIDE HILLS PREMIUM VINEYARD PROJECT

093 985 712

CORPORATIONS ACT 2001
Subsection 601AA(4)

ASIC may deregister the companies listed below
two months after the publication of this notice,
unless given acceptable reason not to proceed.

Dated this tenth day of December 2010

Rosanne Bell
DELEGATE OF
THE AUSTRALIAN SECURITIES AND INVESTMENTS COMMISSION

Name of Company	ACN
A.C.N. 106 515 173 PTY LTD	106 515 173
A.C.N. 107 707 755 PTY LTD	107 707 755
A & J SERVICES (VIC) PTY LTD	116 542 173
ABN AMRO SECURITIES (AUSTRALIA) PTY LTD	123 423 003
AFRIC PTY LTD	058 254 407
AJP SECURITIES PTY LTD	092 934 284
ALBA KELLY PTY LTD	102 720 472
ALLSUN HOLDINGS PTY LTD	099 173 163
A L WEALTH CREATION PTY LTD	123 381 046
AMIV CREATIONS PTY LTD	115 814 027
APN SUPERANNUATION PTY LTD	064 810 591
APSARA HEAVENLY BODY PTY LTD	123 307 808
ARMDECK PTY. LTD.	010 941 983
ARTEK PROPERTY GROUP PTY LTD	097 953 449
ARWON PTY. LTD.	009 614 288
ASSOCIATION OF DEVLIN WATTERS PTY LTD	107 415 958
ASTRO AIR CONDITIONING PTY. LTD.	004 908 507
AVENTI DALE PTY LTD	128 772 501
AYRES ROCK SERVICE CENTRE PTY LTD	108 120 207
AZTEK CONSTRUCTIONS PTY LTD	134 093 155
BAAS BOAT PROPELLERS PTY LTD	135 865 100
BAZARY PTY LTD	069 608 591
BELLE NATURAL SKINCARE PTY LTD	122 760 070
BETHEL STUDY GROUP PTY LTD	139 677 508
BTW TRADING PTY LTD	132 361 696
BUILDING, SUPPLY & LABOUR PTY LTD	127 135 219
C&H INVESTMENTS PTY. LTD.	140 476 277
CAIRNS STREET PTY. LTD.	081 156 416
CALDONNAY PTY. LTD.	008 091 441
CANBERRA R.S.L. MEMORIAL & CITIZENS CLUB LIMITED	008 392 103
CARPETCRAFT PTY. LTD.	007 858 960

Name of Company	ACN
CAUDLES CITRUS NURSERY PTY. LTD.	050 167 407
CHARTER PACIFIC FUNDS MANAGEMENT LIMITED	114 248 430
CHEAPYEAH PTY LTD	131 337 589
CHORUS ONE PTY LIMITED	119 612 314
CLASSIC CONSULTING SERVICES PTY LTD	092 303 967
CLEANSEAL AQUAGLIDE PTY LTD	080 346 587
CLONAJ PTY LTD	128 782 892
CONCEPT ZONE PTY. LTD.	090 097 331
CONFLICT RESOLUTION SERVICES PTY LTD	067 780 698
CREATIVE HOME CRAFT PTY. LTD.	124 031 492
CYL INVESTMENTS PTY. LTD.	107 130 030
D.G. BATHWARE PTY LTD	106 716 965
DARE CONCEPTS PTY LTD	006 939 126
DARE GROUP INCENTIVE PTY. LTD.	083 029 298
DARLEK AUSTRALIA PTY LTD	090 690 001
DAVID MILLER & MICHAEL NEVILLE PTY LTD	136 483 273
DAVIES BACKHOE SERVICES PTY. LTD.	075 426 765
D BARBATI PTY LTD	005 742 852
DEBT DETOX DIET PTY. LTD.	128 878 875
DENNY CONSULTING PTY. LTD.	083 651 398
DERWENT PTY. LTD.	005 745 620
DND BUILDING SERVICES PTY LTD	098 685 888
DROP DEAD GORGEOUS (NSW) PTY LTD	139 364 453
DUNROB PTY LTD	107 017 050
DUPEA PTY LTD	128 775 806
DUTVILLE PTY. LTD.	007 104 190
DYSTY PTY. LIMITED	008 631 543
E. & J. BURKE-BUILDERS PTY. LTD.	003 698 011
EARTH FABRICS PTY. LTD.	128 955 902
EDENBROOK ESTATE DEVELOPMENTS PTY LTD	134 606 778
EIGHTY-SEVENTH ESROG PTY. LTD.	005 648 920
EKOM ENTERPRISES PTY LTD	132 770 346
EPC BOURKE JUNCTION NO.1 PTY LTD	130 172 726
EPC BOURKE JUNCTION NO.3 PTY LTD	130 195 881
EPIC WORLDWIDE PTY LIMITED	111 975 136
FINANCIAL WORKBENCH PTY LTD	098 630 623
FOODSTUFFS (WONGA PARK) PTY. LTD.	133 700 857
F P INSIGHTS PTY LIMITED	079 046 576
FULL METAL RABBIT PTY LIMITED	003 193 566
FUNARAMA PTY LTD	102 784 529
FUNDAMENTAL FINANCIAL SERVICES PTY. LTD.	135 810 070
FURNWOOD PTY LIMITED	132 473 119
FUTURE SCENARIO PTY LTD	112 210 910
G-HANZ AUSTRALIA PTY LTD	117 428 127
GAOPACK PTY. LIMITED	003 766 587
GEEM PTY LTD	140 581 424

Name of Company	ACN
GLENEAGLE OLIVES PTY LTD	089 704 441
GLOBAL CORPORATE SERVICES PTY. LTD.	086 077 009
GOLDEN TIGER (NSW) PTY LTD	143 320 807
GOORAMA INVESTMENTS PTY. LTD.	010 931 950
GRANOVI PTY. LTD.	003 494 979
GRENNIL INVESTMENTS PTY LIMITED	078 779 825
GROSVENOR INTERNATIONAL PTY LTD	134 722 277
GROUP NINE PTY LIMITED	134 356 246
G4 INVESTMENTS PTY LTD	084 346 412
H & W ROAD PTY LTD	122 712 458
HANDBAG PARTNERS PTY LTD	131 002 705
HOT TIP WELDING PTY LTD	134 676 752
IAN J RUSSELL PTY. LTD.	123 453 010
IAS INTERNATIONAL PTY LTD	135 973 152
IBMC AUSTRALIA PTY LTD	104 373 515
INSURANCE CONSTRUCTION CONSULTANTS PTY LTD	090 437 139
J & D LAND BASE SERVICES PTY LTD	132 489 091
JAYLEAF PTY. LTD.	007 259 476
JR BOYLE BROS. ENGINEERING PTY. LTD.	006 269 530
JULIA WHITE PTY LTD	109 827 278
JULIE & BEAN PTY. LTD.	141 982 121
J W P ROSE PTY LTD	001 330 730
KANWAL FAMILY PRACTICE PTY LIMITED	076 047 526
KAY BEE DEE PTY LTD	133 604 841
KEYSTONE CENTRE FOR THE GIFTED LTD	140 318 467
KNC GROUP PTY LTD	102 580 530
LAKELAND MANAGEMENT PTY LTD	093 351 458
LAKEMBER PTY LTD	070 260 525
LANGLOIS INVESTMENTS PTY LTD	094 809 382
LEADER INVESTMENTS PTY LTD	067 295 532
LEIGHTON JACKSON PTY LTD	085 981 362
LILY PAU PTY LTD	140 522 363
LUCKSELL PTY. LTD.	010 319 169
MANKE PTY LTD	001 888 339
MCHUGH DIGITAL GRAPHICS PTY LTD	079 742 322
MCPHERSON'S HOUSEWARES PTY LIMITED	000 267 041
MCWELLS PTY LTD	138 218 130
MERCURY TELEPHONES PTY LIMITED	076 398 279
MILLTRON PTY. LIMITED	055 384 097
MINT PROPERTY SERVICES PTY LTD	123 400 386
MOONPEARL PTY LTD	087 102 216
MR MZAK PTY LTD	117 392 042
M2T PTY LTD	122 416 577
N & J COUSINS PTY LTD	110 105 685
N & S HICKMAN PTY LIMITED	073 243 991
NAGALTH PTY LTD	002 306 952

Name of Company	ACN
NANNOO PTY LTD	099 863 466
NEARSIGHT PTY LTD	128 447 807
NEOFINANCE PTY LTD	090 399 250
NETCOM AUSTRALIA PTY LTD	130 270 147
NEXT GENERATION GAMING PTY LTD	092 347 996
NOKIAN CAPACITORS PTY. LTD.	107 437 874
NORTHERN GRANGE PTY. LTD.	009 119 840
NORTH WEST SADDLEWORLD PTY LTD	086 632 993
NUTRICEUTICAL - 21 NETWORK PTY LTD	083 131 382
ORANCOM PTY LIMITED	090 004 327
OSBORN INVESTMENTS PTY LTD	006 500 787
OVERLAND SECURITY GROUP PTY LTD	090 579 007
OZBORN INVESTMENTS PTY LTD	121 071 038
P.F.M. BUILDERS PTY LTD	084 626 497
P.I.A INDUSTRIES PTY LTD	128 089 378
P & A TAYLOR ENTERPRISES PTY LTD	083 027 758
PACIFIC GLOBAL PTY LTD	137 667 880
PALMELA HOLDINGS PTY LTD	002 713 859
P AND D M CRAWFORD PTY. LIMITED	083 235 812
PANG'S INVESTMENT GROUP PTY LTD	129 762 643
PATRED PTY LTD	002 191 139
PAVERAMA PTY. LTD.	076 140 022
PEARL AUSTRALASIAN CORPORATION PTY. LTD.	132 664 165
PENRITH FLOORING PTY LIMITED	098 870 805
PETER DIXON AUTOMOTIVE PTY LTD	121 022 517
PFG COMMUNICATIONS PTY LTD	128 394 392
PINNACLE NOMINEES WA PTY LTD	140 295 156
PIPARUL PTY. LTD.	126 758 281
PROCEDURE WELDING & CONSTRUCTION SERVICES PTY LTD	080 445 950
PUNK KITTY PTY LTD	123 537 646
QUADRANT SECURITIES NO. 2 PTY LTD	116 927 256
QUARTET INVESTMENTS PTY LTD	106 993 122
QUEENSLAND CONSTRUCTION MANAGEMENT PTY. LTD.	066 877 030
QUEENSLAND COUNSELLING PTY LTD	066 436 600
QUICK DATA AU PTY LIMITED	138 962 553
R & A GALE PTY LTD	057 831 455
REDBAND HOLDINGS PTY LTD	111 941 916
RETRIEVER COMMUNICATIONS AUSTRALIA PTY LTD	083 038 402
RINAPIN PTY. LIMITED	090 732 586
RJR MOTOR YACHTS PTY LTD	117 075 760
R MODE PTY LTD	133 045 155
RR SOLUTIONS PTY LTD	140 734 167
SADDLERY BY DESIGN (QLD) PTY LTD	134 119 010
SADDLERY BY DESIGN PTY LTD	127 368 049
SANDTRAIL PTY. LTD.	054 003 235
SAUL PTY LTD	009 019 541

Name of Company	ACN
SCENE CO PTY. LTD.	133 446 438
SERVICE STATIONS OF AUSTRALIA PTY LTD	101 150 369
SH DELIVERIES PTY LTD	128 857 652
SHIN SOURCE PTY LTD	126 880 340
SIPPEL TRANSPORT PTY LTD	072 470 734
SIRACON PTY LIMITED	107 144 365
SONY MUSIC AUSTRALIA SUPERANNUATION PLAN PTY LTD	064 954 230
SORRYTASKA PTY LTD	125 379 651
SOUTHERN CROSS MEDICAL SERVICES PTY LTD	062 182 941
SOWER AUSTRALIA PTY. LTD.	134 145 216
SPRINGLEAF INVESTMENT PTY. LTD.	118 393 490
STEPHEN NG INVESTMENTS PTY LTD	125 870 279
STEVE WOOD PRODUCTIONS PTY LTD	117 297 337
STEVTER INVESTMENTS PTY LTD	105 494 166
SUITE POST PRODUCTION PTY. LTD.	007 397 748
SUMMERVILLE GARDENS PTY LTD	108 348 830
SUNSHINE (MNT) HOLDINGS PTY. LTD.	134 102 220
SUPERIOR WATER GROUP PTY LTD	121 939 222
SUZU INTERNATIONAL PTY. LTD.	130 359 296
SWANSIDE HOLDINGS PTY LTD	056 556 757
TASTE OF INDIA (QLD) PTY LTD	140 656 382
TEKSCO PTY. LTD.	011 036 258
TELSPEC CABLING PTY LTD	095 008 405
THE OXO TIN COMPANY PTY LTD	139 008 076
THE WORLD OF LACE PTY. LTD.	010 953 349
THE WRIGHT FAMILY MEMORIAL FOUNDATION LIMITED	008 499 321
TJ (VIC) PTY LTD	140 555 933
TJC TRADING PTY LTD	141 931 642
TRJM PTY LTD	101 390 907
TWO ODD SOULS PUBLISHING PTY LTD	139 436 445
VESPRI HOLDINGS PTY LTD	103 021 307
W.A. EQUIPMENT WHOLESALE PTY LTD	078 047 597
WALKER VENTURES PTY LTD	051 607 179
WALPORT PTY LIMITED	010 399 309
WESTSIDE PODIATRY SURGERY PTY LTD	058 070 652
WHITE SAGE PTY LTD	141 094 108
WINSCRIBE AUSTRALIA PTY. LTD.	098 263 033
WOODS CARRIERS NOMINEES PTY. LTD.	005 753 855
WOOLFE PAINTING SERVICES PTY. LTD.	062 674 426
YUN PTY LTD	134 436 356
301 RECORDS & PUBLISHING PTY LTD	090 854 087

CORPORATIONS ACT 2001
Section 601CL(5)

ASIC has struck the foreign companies listed
below off the register.

Dated this tenth day of December 2010

Rosanne Bell
DELEGATE OF
THE AUSTRALIAN SECURITIES AND INVESTMENTS COMMISSION

Name of Company**ARBN**

CENTRE/SOURCESOLUTIONS, INC.	118 756 335
DANFOSS TURBOCOR COMPRESSORS INC	132 481 942
DETERMINE CONSULTING LIMITED	129 543 399
NAKANO CORPORATION	003 252 195
OLYMPIC AIRLINES S.A.	107 986 345
SWIRE NAVIGATION COMPANY LIMITED	114 663 062
TRIBOLD LIMITED	120 859 109

CORPORATIONS ACT 2001
Section 601CL(4)

ASIC will strike the foreign companies listed below off the register three months after the publication of this notice, unless given acceptable reason not to proceed.

Dated this tenth day of December 2010

Rosanne Bell
DELEGATE OF
THE AUSTRALIAN SECURITIES AND INVESTMENTS COMMISSION

Name of Company

ARBN

AIR CHARTER INTERNATIONAL (SINGAPORE) PTE. LTD.	130 766 942
ALLIED IRISH BANKS, PUBLIC LIMITED COMPANY	119 649 231
CABBAGE HOLDINGS LIMITED	112 743 307
IQ 4 BIS MANAGEMENT SOFTWARE LIMITED	082 137 246
SCANDINAVIAN AIRLINES SYSTEM DENMARK NORWAY SWEDEN	001 084 902
SKY VIEWS NEW ZEALAND LIMITED	003 700 285

CORPORATIONS ACT 2001
Subsection 601AB(3) & 601PB(3)

ASIC may deregister the organisations listed below two months after the publication of this notice, unless given acceptable reason not to proceed.

Dated this tenth day of December 2010

Rosanne Bell
DELEGATE OF
THE AUSTRALIAN SECURITIES AND INVESTMENTS COMMISSION

Name of Company	ACN
? WITH FRIENDS PTY LTD	111 044 636
A. B. ACTION TRADING COMPANY PTY LTD	094 572 040
A.C.N. 084 433 018 PTY LTD	084 433 018
A.P. ENERGY - DESIGN PTY LTD	111 109 721
A.T. LININGS & BUILDINGS SERVICES PTY. LIMITED	001 407 316
A & E GROUP PTY LTD	127 707 386
A & T FORMWORK PTY LTD	133 373 421
AARDVARK EXCAVATING PTY LTD	121 921 453
AASP PTY LIMITED	111 027 162
ABILCORP PTY LTD	002 524 209
ACCESS ACCOUNTING PTY LTD	121 883 949
ACE TECH AUTOMOTIVES PTY. LIMITED	053 835 091
ACTFAST PTY. LIMITED	057 521 963
ACTIVE PROPERTY SERVICES PTY LTD	102 334 289
ADACHARN PTY LIMITED	133 444 658
ADDLETRANS PTY LTD	133 435 702
AD PEPPER MEDIA AUSTRALIA PTY LIMITED	121 906 072
ADVANCED SIMPLICITY BUSINESS SOLUTIONS PTY LTD	133 449 064
AF & JF HOLDINGS PTY LTD	133 455 204
AFAN (CHADSTONE) PTY. LTD.	127 704 438
AGENTCV PTY LTD	121 829 703
AGWORKS PTY LTD	102 288 620
AJM FINANCE WA PTY LTD	116 340 688
ALKAT TRANSPORT PTY LTD	121 862 557
ALKE PTY LTD	133 442 725
ALL CLASS CONCRETING SERVICES PTY LTD	133 433 075
ALL FIRE PROTECTION PTY LTD	121 906 572
ALLI NESSIE PTY LTD	094 589 465
ALPHA BETA ENTERPRISES PTY. LTD.	127 643 403
ALPHA INSURANCE AGENCIES PTY LTD	075 737 647
ALPINE HEAVY HAULAGE PTY. LTD.	133 371 169
ALPINE HEIGHT SAFETY SOLUTIONS PTY LTD	133 443 777

Name of Company	ACN
ALTER BOY PRODUCTIONS PTY. LTD.	133 372 433
AMBERLEY AEROSPACE PARK PTY LTD	133 403 371
AMBERLEY ENTERPRISES PTY LTD	121 883 592
AMF SUPERANNUATION NOMINEES PTY LTD	091 583 167
AMTRACK PTY LTD	133 391 474
ANAGRAM PTY LTD	094 569 310
ANALYSER SALES PTY LTD	098 251 015
ANDREW.FEE.COM PRESENTS PTY LTD	111 108 046
ANM PLASTERING SERVICES PTY LTD	133 431 866
ANNAGEORGE MANAGEMENT PTY LTD	127 707 635
ANSAR HOMES PTY LTD	098 218 547
ANURAJ PROPRIETARY LIMITED	133 346 639
ANYTIME PLUMBING SOLUTIONS PTY. LTD.	133 358 175
A PARDY ENTERPRISES PTY LTD	127 634 968
APEC CARPENTRY PTY LIMITED	127 679 323
APOLLO RUBBISH REMOVAL PTY. LTD.	102 334 225
APTSOLUTE DEVELOPMENT HOLDINGS PTY. LIMITED	127 662 051
ARCHLINE NOMINEES PTY LTD	133 392 202
ARGEN PTY LTD	009 197 442
ARGYLE PRESS PTY LIMITED	075 698 510
ARK SECURITY MANAGEMENT PTY LTD	116 372 279
ARTISTIC INVESTMENTS PTY LTD	133 438 632
ASAP TRANSPORT PTY LTD	127 667 136
ASCENSION MARINE PTY LTD	133 345 356
ASR MANAGEMENT PTY LTD	106 412 453
ASTON GRANT SECURITY SERVICES (AUSTRALIA) PTY. LIMITED	053 816 023
ATHORN & PRICE PTY LTD	133 402 123
AUDIO SYNCHROSY PTY. LTD.	080 223 650
AUSMEDIC PTY LIMITED	131 553 298
AUSSIE COUNTRY LEISURE & ENTERTAINMENT PTY LTD	133 417 811
AUSSIEENTERTAINMENT PTY. LTD.	133 350 106
AUSTRALASIAN SAFETY MANAGEMENT GROUP PTY LTD	127 636 800
AUSTRALIA CONSTRUCTION INVESTMENT GROUP PTY LTD	116 370 775
AUSTRALIA INTERTRADE PTY LTD	075 766 899
AUSTRALIA LOCKSMITHS PTY LTD	133 417 035
AUSTRALIAN ASSET FINANCE PTY LTD	121 851 616
AUSTRALIAN COMMERCIAL FINANCE PTY. LTD.	116 359 650
AUSTRALIAN DAIRY FORMULA PTY LTD	133 357 383
AUSTRALIAN DATANG INTERNATIONAL LOGISTICS GROUP PTY LTD	133 356 699
AUSTRALIAN DATANG INTERNATIONAL TRADING PTY LTD	133 356 920
AUSTRALIAN DATANG PROPERTY DEVELOPMENT GROUP PTY LTD	133 357 196
AUSTRALIAN ENVIRONMENTAL SUPPLIES PTY LTD	121 890 695
AUSTRALIAN GEM EXCHANGE PTY LTD	127 636 980
AUSTRALIAN GOLD RESERVE PTY LTD	116 375 485
AUSTRALIAN SALVAGE WINE COMPANY PTY. LTD.	102 303 533
AUSTRALIA REM PTY LTD	127 634 897

Name of Company	ACN
AUSTRALIA SETTLEMENT SERVICES PTY LTD	127 684 593
AUSTRALIA SICHUAN FOOD&CULTURAL DEVELOPMENT PTY LTD	133 397 958
AUSTRALIA WIDE PUBLISHING PTY LTD	127 684 968
AUSTYLE GROUP PTY LTD	133 351 470
AZIZA PTY. LTD	066 543 735
AZURE ENVIRO PTY LTD	127 733 108
A1 TOPSIDE PTY LTD	106 448 426
BAR LUSH PTY LTD	106 414 126
BARRABOOL ASSOCIATES PTY LTD	089 612 519
BBL INTERNATIONAL PTY LTD	121 850 888
BDBT PTY LTD	111 032 038
BEACHLINE ENTERPRISES PTY LTD	075 767 056
BEBBIS PTY. LTD.	133 451 260
BENIR WORLD INVESTMENT GROUP PTY LIMITED	127 633 578
BEST FRESH DIRECT PTY. LTD.	075 762 908
BETTA PRODUCTS (AUSTRALIA) PTY LTD	102 333 200
BEYOND ISLAND PARADISE PTY LTD	133 418 765
BEYOND 77 PTY LTD	106 434 995
BILLABONG TAVERN PTY LTD	094 571 776
BILLION AND BRILLIANT PTY LTD	116 310 297
BIT TECH MICROSYSTEMS PTY LTD	133 436 898
BJC MANAGEMENT PTY LTD	102 266 106
BLACKCRO ENTERTAINMENT & PRODUCTIONS PTY LTD	111 093 808
BLAGH BLAGH BLAGH PTY LTD	116 347 427
BLINDCO PTY LTD	075 725 030
BLONDE AMBITION SUPER PTY LTD	129 601 412
BLOOM PROPERTY INVESTMENTS PTY. LTD.	127 652 377
BLUE CONSTRUCTOR PTY LTD	127 668 740
BLUE FERN INVESTMENTS PTY LTD	111 086 572
BOB FAIRBAIRN PTY LTD	133 433 904
BOK CHOI PTY LTD	133 413 831
BONNY HILLS CORPORATION LIMITED	133 438 856
BOOTSKI PTY. LTD.	106 446 584
BOTTLETOP PTY LIMITED	094 591 714
BRANDIANNE PTY LTD	061 801 027
BREWER ENTERPRISES PTY LTD	121 851 018
BRINGING BACON PTY LTD	127 720 290
BROTHERTON REAGEN PTY LTD	102 322 627
BRUCE PLASTO & ASSOCIATES PTY. LIMITED	089 670 600
BRUCKNER'S AT TUMBARUMBA PTY LTD	111 107 674
BURRAH FARMED RABBITS AUSTRALIA PTY LTD	102 323 231
BUSINESS DIRECTORIES AUSTRALIA PTY. LTD.	084 492 071
BZI PTY LIMITED	111 082 332
C & B INVESTMENTS PTY LTD	133 376 968
C & E CARPETS PTY LTD	133 350 795
C & M TRUCK REPAIRS PTY LTD	116 391 514

Name of Company	ACN
C & P DEVELOPMENTS & INVESTMENTS PTY. LTD.	111 102 259
C & V ROSS ENTERPRISES PTY LTD	121 824 379
CAIRNS AT EAZE PTY LTD	102 321 906
CALAIS CONSTRUCTIONS PTY LTD	106 402 304
CALLUMANN PTY LTD	121 889 889
CAMELOT INVESTMENTS (AUSTRALIA) PTY. LIMITED	102 288 791
CAMERON PICKERING PTY. LTD.	075 767 645
CAPITAL FINANCE CORPORATION (PASTORAL HOLDINGS) PTY. LTD.	075 705 654
CAP PROGRAMS PTY LTD	106 452 939
CAPRI CONSULTANTS PTY LTD	066 579 717
CAPRICORN FINANCE GROUP PTY LTD	133 433 066
CARBEST PTY. LIMITED	071 113 383
CARBON ASSOCIATION AUSTRALASIA ADVISORS PTY. LTD.	133 380 186
CARLTON ENTERPRISES PTY LTD	127 691 696
CARMA BOOKKEEPING PTY LTD	106 443 896
CASABRO PTY LTD	066 382 590
CASHEW GROVE PTY LTD	133 423 793
CAULIFLOWER HOTEL PTY LIMITED	116 352 222
CBS (WA) PTY LTD	121 908 950
CEEKAY ENTERPRISE PTY LTD	111 091 555
CETERA OPERATIONS PTY LIMITED	127 637 521
CG & JL MURPHY PTY LTD	116 362 906
CGMP BIO-TECHNOLOGY PHARMACEUTICAL PTY LTD	121 871 421
CHASTE RYDE PTY. LTD.	094 592 775
CHIEFS EXPRESS CONTAINERS PTY LTD	121 923 171
CHILLSY'S TRANSPORT PTY LTD	133 358 746
CHOUTIS PTY LTD	121 863 698
CHURCHILL COURIERS PTY. LTD.	116 332 122
CIL PTY LTD	106 424 248
CITY DEVELOPMENT COMPANY PTY LTD	121 857 547
CJTL INVESTMENTS PTY LTD	116 349 332
CLEAR ENVIRONMENTAL SOLUTIONS PTY LTD	106 450 828
CLEVELAND B.P. PTY LTD	116 403 493
CLOUD TOP PTY. LIMITED	098 241 386
COAD-87 PTY LTD	089 703 257
COALFIELDS REALTY PTY LTD	133 363 078
COASTAL DEVELOPMENTS (NSW) PTY LTD	094 529 763
COASTAL SHIPPING CRADLES PTY LTD	133 426 721
COASTEL ENTERPRISES (QLD) PTY. LTD.	111 057 393
COLIN PIERRE PTY LTD	133 448 585
COLLABORATIVE CAPITAL PTY. LTD.	111 106 140
COLLITS HOLDINGS PTY. LTD.	116 379 965
COLORAMA EXCAVATIONS PTY. LTD.	133 362 026
COMBINED TREE LOPPING SERVICE PTY LTD	133 285 113
COMMEMORATIVE RINGS AUSTRALIA PTY LTD	098 252 245
COMMUNICATION SPACES PTY. LIMITED	061 827 058

Name of Company	ACN
CONVEYANCING LAWYERS PTY LTD	116 341 461
COOKE TERRACES PTY LTD	116 389 747
COOLOOLA BUSINESS & FINANCIAL SERVICES PTY LTD	106 432 697
COPPER PLANT HIRE PTY LTD	121 920 590
CORAL COAST INDUSTRIES PTY LTD	133 410 590
CORDOBA HOLDINGS (NSW) PTY LIMITED	121 879 776
CORNER OFFICE PARRAMATTA PTY LIMITED	121 829 418
CORPORATE SOLUTIONS & STRATEGIES PTY LTD	121 920 330
CORUS CONSULTING PTY. LTD.	066 570 143
CRAFT NOMINEES PTY LTD	008 854 171
CRAIG INTERIOR LININGS PTY LTD	111 054 516
CREOVITA PTY LTD	116 339 925
CRISTAL DEVELOPMENTS CONSULTANCY PTY. LTD.	127 729 220
CROFTWORTH PROPERTY HOLDINGS (NO 3) PTY LTD	121 928 961
CROSKERY INTERNATIONAL PTY LTD	133 397 216
CRSE PTY LTD	094 565 358
CRUSADER COURIERS PTY. LTD.	133 371 427
CRV HOLDING PTY LTD	121 927 026
CTB DEVELOPMENTS PTY LTD	116 399 752
CUMBERLAND IRON PTY LTD	133 407 799
CURO CONSULTING PTY LTD	106 424 346
CUSTOMSUP PTY LTD	133 398 268
CYBERCOM PTY LTD	111 067 488
CYNCORP PTY. LTD.	116 338 204
D.B.D. PTY. LTD.	133 452 794
D. CAMERON PAINTERS PTY LTD	133 360 068
D.G.P.R CERAMIC TILES PTY LTD	111 101 850
DALY SECURITY SERVICES PTY LTD	111 072 210
DARAVEL PTY LTD	002 841 723
DAVCO GLASS PTY LTD	133 429 553
DAVHELE PTY LTD	127 728 045
DAVID LANGDON LANDSCAPES PTY. LTD.	080 211 052
DAVIES FAMILY PROPERTY INVESTMENTS PTY LTD	111 101 109
DAZZAD PTY LIMITED	121 889 745
DCM DESIGN CONSTRUCT MANAGEMENT PTY LTD	121 832 415
DEANS AUCTION SERVICES (VICTORIA) PTY LIMITED	080 176 067
DEFINING MOMENTS CEREMONIES PTY. LTD.	133 363 158
DELEDALE HOLDINGS PTY LTD	106 423 250
DELIVERY KING PTY LTD	116 401 873
DEMBRIDGE PTY. LIMITED	050 101 847
DESERT COAST CONSTRUCTIONS PTY LTD	127 693 734
DEVELOPERS2U PTY LTD	133 370 608
DIAL A VALUER PTY LTD	098 241 537
DIAMAND & ZIKOS INVESTMENTS PTY. LTD.	071 215 097
DIAMOND TROWEL BRICKLAYING PTY LTD	133 442 038
DIME (VIC) PTY LTD	116 399 369

Name of Company	ACN
DIMORA PARK PTY. LTD.	116 371 843
DOUBEUP ENTERPRISES PTY. LTD.	127 716 223
DOUG MALE PENINSULA LIMOUSINES PTY LTD	111 090 923
DREAM BUSTER PTY LTD	121 904 283
DREAMFIELD CORPORATION PTY LTD	116 400 670
DREAM SEEKERS PTY LTD	102 286 395
D RIGGS NOMINEES PTY LTD	121 828 680
DUALKATE SUPER PTY LTD	106 464 528
DUNCAN PROPERTIES PTY. LTD.	009 871 550
DURAND HOLDINGS PTY LTD	121 835 701
DYNAMIC TOTAL HEALTH & FITNESS SOLUTIONS PTY LTD	127 637 343
EA FINANCE PTY LTD	133 398 651
ECO EMPORIO PTY LTD	121 847 318
ECO FRIENDLY HOMES PTY LTD	127 631 136
ECOMMERCE - IT PTY LTD	111 116 959
ECON HOLDINGS PTY LTD	111 052 030
ECOQUEST INTERNATIONAL PTY LIMITED	111 086 947
ECOTORPIA PTY LTD	127 703 673
EDGECLIFF PRINT PTY LIMITED	080 192 696
EDUASSIST AUSTRALIA PTY LTD	127 732 656
EDUCORP PTY. LTD.	083 550 074
EGANHURST PTY. LTD.	133 364 155
EGIS MAINTENANCE PTY LTD	006 851 903
ELFIELD BAY PTY. LTD.	075 741 025
ELIANA ENTERPRISES PTY LTD	127 646 762
ELLISON FINANCIAL ADVICE PTY LIMITED	133 398 982
ELUR PTY LIMITED	075 723 410
ELVEY GROUP DATA & COMMUNICATIONS PTY. LTD.	133 405 660
E MARKETING AUSTRALIA PTY LTD	127 713 348
EMPEROR'S HOUSE PTY LTD	121 831 507
EMPLOYEE OF THE YEAR PTY LTD	127 681 190
ENDURANCE HORSE FLOATS AND TRAILERS PTY LTD	133 383 212
END2END INTERNATIONAL AGENTS PTY. LTD.	106 430 353
ENTER THE MARKET PTY LTD	121 922 272
EOC PTY LTD	127 655 074
EQUIPFIN INVESTMENTS PTY LTD	133 373 878
ERSKINE TRANSPORT SERVICES PTY LTD	127 733 411
ETERNAL STONE PTY LTD	133 360 424
EUREKA BLUE FINANCIAL STRATEGIES PTY LTD	127 711 577
EVERGREEN DONATIONS PTY LTD	121 916 014
EWEIN WINERY (AUSTRALIA) PTY LTD	127 665 338
EYEON AUSTRALIA PTY LTD	111 084 818
EZEPLAN SYSTEMS PTY LTD	127 720 218
EZIFORM INTERNATIONAL PTY LTD	133 422 769
EZISUITE INTERNATIONAL PTY LTD	133 403 540
EZY TRAK PTY LTD	089 655 327

Name of Company	ACN
F.A.K. LOGISTICS PTY LTD	133 442 627
F & J SMASH REPAIRS PTY. LTD.	098 276 147
FADL INDUSTRIAL PTY LTD	106 416 273
FADL MANUFACTURING PTY LTD	106 415 294
FAMIKON CONSULTING PTY. LTD.	089 647 049
FAST THINKING PTY LTD	098 248 045
FAWDON PTY LTD	008 997 000
FAYARNE PTY LTD	003 171 695
FEARLESS SOUL PTY LTD	133 354 337
FESTUCA AUSTRALIS PTY LTD	121 859 292
FETISH AUTOMOTIVE PTY LTD	111 055 148
FINKS M.C. PTY. LTD.	061 834 268
FIVE TALENTS ENTERPRISES PTY LIMITED	116 350 013
FLAGSTAFF HILL PTY LTD	121 897 489
FLASH GLOBAL PTY. LTD.	121 869 289
FLAVOUR HOUSE INTERNATIONAL PTY LTD	121 922 889
FLOWERCINO PTY LTD	116 337 761
FLYING TERRIER PTY LTD	080 199 640
FOOD INDUSTRY STRATEGIES PTY. LTD.	066 535 788
FOODNEST PTY LIMITED	133 360 522
FORBES LANE PTY. LIMITED	089 626 595
FORIAN HOMES PTY LTD	106 419 578
FOX ROX INVESTMENTS PTY LTD	111 037 195
FRASEBA PTY LTD	080 205 009
FREEDOM HEALTH WEALTH HAPPINESS PTY LTD	121 677 816
FREEDOM SOLUTIONS (INTERNATIONAL) PTY. LTD.	098 247 431
FREELANCE LOGISTICS PTY LIMITED	133 397 690
FREEMAN'S PLUMBING SERVICES PTY. LTD.	010 974 311
FRIGHTNIGHT PTY LTD	133 404 841
FULI COMPANY PTY LTD	133 398 642
FUSELAGE ONE PTY. LIMITED	116 391 158
FUTURE TOURISM & LEISURE CONCEPTS PTY LIMITED	075 706 375
G.J.M. FREIGHTERS PTY LTD	133 449 279
G & Z INVESTMENTS PTY LIMITED	116 347 990
GALLERY OF CHAMPIONS PTY LTD	133 369 641
GAMEON@THEKIOSK PTY LTD	133 429 606
GARY J. WAKE PTY. LTD.	006 639 890
GASFLO TEC PTY LTD	110 707 027
GBU (QLD) PTY LTD	121 841 156
GEORGE MAGAFA PTY LTD	116 338 008
GEORGE TAHATOS HOLDINGS PTY LTD	002 662 188
GETTING THE EDGE PTY LTD	111 075 024
GHOST PTY. LTD.	127 721 733
GIM PROFESSIONAL PTY LTD	133 398 106
GIVE ME SOCCER PTY. LTD.	111 061 717
GLAMOROUS BOUTIQUE PTY LIMITED	127 722 721

Name of Company	ACN
GLOBAL BUSINESS MULTIMEDIA PTY. LTD.	133 350 482
GLOBAL COMPUTERS PTY. LTD.	121 833 065
GLOBAL EMERGING MARKETS PTY. LTD.	133 404 396
GLOBAL EMISSIONS MANAGEMENT SOLUTIONS LTD	133 379 030
GLOBAL IMPORTING GROUP PTY LTD	133 371 767
GLOBAL NURSING AGENCY PTY. LTD.	133 361 261
GLYDE TOTAL PARLOUR SUPPLIES PTY. LTD.	133 420 596
GOBWORKS PTY LIMITED	102 317 377
GOLD COAST FIRE & ELECTRICAL PTY LTD	121 914 341
GOLD COAST SEVENS PTY LTD	133 353 358
GOLDEN GATE EXPRESS PTY. LTD.	098 263 015
GOLDEN GLOBE OZ PTY LTD	106 418 535
GORGEOUS GIFTS & HOMEWARES PTY LTD	121 902 047
GRECIN PTY LTD	133 365 929
GREEN TREE TRADERS PTY. LTD.	133 446 410
GWP GLADSTONE PTY LTD	116 356 542
H. CHALDEAN TRANSPORT PTY LTD	127 631 225
HAIL RAISERS PTY LTD	116 332 391
HALARI PTY. LIMITED	050 102 424
HANA PROFESSIONAL PTY LTD	133 391 563
HANI PROPERTY INVESTORS PTY LTD	003 170 652
HARBOUR ARBOUR DEVELOPMENTS PTY LTD	116 374 559
HAWKSBURY HAULAGE PTY LTD	133 401 779
HAYATULLA AHMADI PTY LTD	133 452 123
HELMITCH PTY LTD	127 702 872
HFM CUSTOM PAINT PTY LTD	127 729 864
HIGH TREE TREE SERVICE PTY. LTD.	075 641 495
HIJRAH WORLD PTY LTD	121 926 145
HILL ENERGY ASSESSMENTS PTY LTD	121 842 591
HIVE MARKETING PTY LTD	133 403 460
HOMELINK MORTGAGES PTY LIMITED	106 412 024
HOME UNIT INVESTMENTS PTY. LTD.	009 846 682
HOMEWARD BOUND REMOVALS (MELBOURNE) PTY LTD	133 426 356
HOOT OWL PTY. LTD.	006 638 964
HOSNI ENTERPRISES PTY LTD	133 440 141
HOTLUNCH PTY LTD	133 350 348
HOT SHOTS & CO PTY LTD	121 879 089
HUNTER CONNECTION INVESTMENTS PTY LIMITED	121 924 963
HUTCHINSONS HOLDINGS (AUST) PTY LTD	133 433 655
HYH TRADING PTY LTD	133 406 998
H2 OASIS PTY LTD	133 382 608
IDEALDATA PTY LTD	127 654 013
IFETCH PTY. LTD.	127 681 001
IMPALA RIDGE PTY. LTD.	006 995 571
INBAY WEB SOLUTIONS PTY LTD	133 394 457
INBOX MARKETING PTY. LTD.	116 350 442

Name of Company	ACN
INFINITY OPTIONS PTY LTD	116 322 500
INFRASTRUCTURE PROJECT MANAGEMENT PTY. LTD.	080 170 958
IN GRID PTY. LTD.	133 361 467
INNOVATIVE DEVELOPMENT & CONSTRUCTION PTY. LTD.	133 448 790
INSANE (NSW) PTY LTD	094 584 200
INTERACT CREATIVE PTY LTD	133 376 100
INTERMETLAB PTY LTD	121 850 459
INTERNAL CONSTRUCTION SYSTEMS PTY LTD	127 662 800
INTERNATIONAL AUSWORLD PTY. LIMITED	080 166 481
INTERNATIONAL PROVENANCE REGISTRY PTY. LTD.	111 114 955
INTERNATIONAL SPICE COMPANY PTY LTD	127 711 013
INTERZONE PTY LTD	121 930 372
IRISH EXCAVATIONS PTY LTD	133 377 938
ISAGE INTERNET PTY. LTD.	133 451 224
ISM GROUP LEGAL PTY LTD	133 351 907
I SUSTAIN QUEENSLAND PTY LTD	127 637 585
ITALK IT (NSW) PTY LTD	133 412 110
ITALK IT (QLD) PTY LTD	133 411 677
ITALK IT (SA) PTY LTD	133 412 209
ITALK IT (VIC) PTY LTD	133 412 165
J. FERNANDEZ FINANCIAL SERVICES PTY LTD	121 860 606
J & K BUTLER GROUP PTY LTD	127 658 897
J & L MOTORSPORT PTY LTD	116 380 691
JACKSON GRACE ENTERPRISES PTY LTD	102 330 192
JADEVILLE PROPERTIES PTY. LTD.	116 380 824
JAGJIT SINGH PTY LTD	133 451 117
JANA'S CLEANING PTY LTD	080 222 242
JANROB NOMINEES PTY. LTD.	005 591 766
JARRETT PTY. LIMITED	053 788 926
JAY-T PTY LTD	116 311 776
JAZDAN PTY LTD	084 456 440
JAZMIN PTY LTD	089 638 960
JD SWIFT TRANSPORT PTY LTD	121 899 214
JEMCROFT PTY LTD	121 889 049
JENNA INVESTMENTS PTY. LTD.	061 842 091
JERREB CONSULTING PTY LTD	121 918 429
J F GARMENTS (QLD) PTY LTD	098 212 689
JIMM NO 7 PTY LTD	127 700 136
JIMM NO 8 PTY LTD	127 700 154
JIMMY PLASTER PTY LTD	106 403 829
JINZHU FASHION CUTTING PTY LTD	133 411 042
JJD TRANSPORT PTY LTD	111 073 860
JLR MECHANICAL PTY LTD	121 858 900
JOHNNO NO 1 PTY LIMITED	084 486 313
JOHNO'S ENTERPRISES PTY LIMITED	061 807 047
JOQUINN HOLDINGS PTY LTD	121 895 976

Name of Company	ACN
JORGSON INTERNATIONAL PTY. LTD.	133 413 706
JSM COMMUNICATION SERVICES PTY LTD	116 379 349
JTC FORMWORK PTY LTD	133 391 536
JULANDROSS PTY LTD	133 435 999
JUPITER GROUP PTY LTD	121 843 838
KAMALPREMA MEDICAL SERVICES PTY LTD	111 050 714
KAMPRO INTERNATIONAL PTY. LTD.	007 075 729
KANDU BRICKLAYING PTY LTD	116 340 535
KARMON PTY LIMITED	102 280 704
KATONS PTY LTD	080 175 480
KAWANA ELECTRICAL PTY LTD	127 655 609
KENDO RECYCLERS PTY LTD	080 171 062
KENG ENTERPRISES PTY LTD	127 725 357
KENGOON PTY. LTD.	009 820 026
KIC HOLDINGS PTY LIMITED	133 410 447
KILSTON BRIDGE PTY LTD	121 913 979
KISS COATINGS PTY LTD	133 411 024
KITIONA ENTERPRISES PTY LTD	102 279 103
KKM TRADING PTY. LTD.	106 468 795
KKN SERVICES PTY LTD	133 363 961
KND ENTERPRISES PTY. LTD.	102 318 098
KO HENDON NO 2 PTY LTD	127 711 675
KOREA CELEBRATION PTY LTD	133 377 232
KRCS INNOVATIONS PTY LTD	121 900 874
KRYSTALLIUM PTY LTD	127 665 525
KSFA PTY LTD	133 351 354
KUNKHE KORPORATION PTY LIMITED	001 789 288
KUSTOM INC PTY LTD	133 385 403
KWIK KERB CITY TO COAST PTY LTD	121 906 867
LACE DEVELOPMENTS (WA) PTY. LTD.	121 880 386
LACE GROUP PTY. LTD.	121 880 395
LAMBA COURIERS PTY LTD	133 445 995
LANLEA COWAN PTY LTD	116 319 772
LAUNDY (BALMORAL) PTY LTD	116 311 785
LA UNION INVESTMENTS PTY LTD	098 263 079
LAVERTON GOLD N.L.	009 196 801
LAWAN INVESTMENTS PTY LTD	111 051 711
LAWLOAN MORTGAGES PTY LTD	066 587 068
LAWL SERVICES AUSTRALIA PTY LTD	116 323 123
LAWSON RESOURCES NSW PTY LIMITED	094 557 696
LEGS & KEGS PTY LTD	127 694 179
LELE PTY LTD	133 404 298
LEVCO HOLDINGS PTY. LTD.	080 184 390
LEVEL FOUR 22 GRENFELL STREET PTY. LTD.	133 453 951
LGE INVESTMENTS PTY. LTD.	127 702 103
LIAISON TRAVEL INTERNATIONAL PTY LIMITED	127 671 185

Name of Company	ACN
LIANGMING PTY LTD	133 411 239
LIARRA ENTERPRISES PTY LTD	102 275 427
LIBWOOD PTY. LTD.	010 663 206
LIFESTYLE RESORT MANAGERS PTY LTD	102 324 550
LINEFLOW PTY. LIMITED	071 076 018
LISHOO LISHOO PTY LTD	127 709 675
LISTINGS ONLINE PTY LIMITED	116 310 626
LITTLE ODD JOBS PTY LTD	127 678 479
LJ'S QUALITY MEATS PTY LTD	133 372 335
LOJIES PTY. LTD.	116 359 516
LOOK GOOD FITNESS PTY LTD	121 921 551
LORD BROS. ESTATES PTY. LIMITED	075 604 741
LOT 107 WEST AVE. PTY LTD	121 896 160
LOT 108 WEST AVE. PTY LTD	121 896 188
LOWMAC ENTERPRISES PTY. LIMITED	098 226 807
L S DIGITAL PTY LTD	127 724 690
LSR DEVELOPMENTS PTY LTD	102 317 233
LUCKY EIGHT NO 1 PTY LIMITED	133 424 969
LUCKY EIGHT NO 2 PTY LIMITED	133 424 950
LUKES AT BRIBIE PTY LTD	127 694 900
LUZERNE PTY LTD	127 517 382
LYFRAM PTY LTD	133 428 234
LYTORU PTY LTD	001 773 020
M.A.M. SOLUTIONS PTY LTD	127 683 434
M.K. LAND DIVISION & DEVELOPMENT PTY LTD	121 899 447
M & A J BARKER PTY LTD	121 860 633
M&D REID HOME IMPROVEMENTS PTY LTD	111 077 653
M & P EXPORTS PTY LTD	133 378 560
M & V PTY LTD	133 386 295
M & V SOFTWARE PTY LTD	089 615 332
MAC'S MOUNTAIN ENTERPRISES PTY. LTD.	121 889 316
MACFRESH PTY LTD	080 176 058
MACRI DEVELOPMENT & CONSTRUCTION PTY LTD	116 349 458
MAC SMART HOME CENTRE PTY LTD	127 703 182
MAGIC GRANITE PTY LTD	121 905 593
MAGNATE ENTERPRISES PTY. LTD.	010 099 144
MAINSTAY MARINE PTY LTD	121 839 389
MAMASAN PTY LTD	106 456 428
MANTRAA NSW PTY LTD	133 448 638
MANUFACTURING GROUP PTY LTD	121 883 074
MARANELLO DEVELOPMENTS PTY LTD	121 842 797
MARKHAM PROPERTY FUND NO.3 PTY LIMITED	111 036 296
MARK NORTON PLUMBING PTY LTD	106 414 377
MARKOSS ENTERPRISES PTY LTD	098 275 417
MARTIN HOLDINGS (QLD) PTY LTD	133 430 672
MARTINI SAMIAN ENTERPRISES PTY. LTD.	121 927 928

Name of Company	ACN
MARZTIME PTY LTD	106 400 113
MASK PLANT HIRE PTY LTD	133 444 792
MASLIN BEACH CAFE PTY LTD	121 890 855
MASTERS MANUFACTURES PTY LTD	121 905 502
MATT HOLDINGS PTY LTD	094 596 522
MAXIFAB PTY LTD	127 711 960
MAXIT PROPERTIES PTY LTD	121 869 663
MAYNE HAULAGE PTY LTD	116 358 082
MBC GROUP PTY LTD	111 067 719
MCCREDIE PTY LTD	133 446 787
MCGOVERN & COMPANY PTY. LIMITED	061 813 974
MCGUYVER T LINES PTY LTD	133 360 602
MCK CONSULTING PTY LIMITED	057 538 913
MCPOWER PTY. LTD.	133 394 297
MCSALAD PTY LTD	080 176 021
MD EXPRESS PTY LTD	121 895 949
MDGLOBAL PTY LTD	121 840 793
M D PERRY INVESTMENTS PTY LTD	089 643 167
MEDEX DIAGNOSTIC SYSTEMS PTY LTD	084 417 550
MELBOURNE FINANCIAL CONSULTANTS PTY. LTD.	084 420 244
METROLINE PTY LTD	084 445 063
MGCC CORROSION CONSULTANTS (WA) PTY LTD	121 842 484
MICHAEL CUMMINS PTY LTD	116 334 939
MICHRIS ENTERPRISES PTY LTD	121 909 091
MICK VERHARDT MOTOR CYCLES PTY LTD	121 837 152
MIDNIGHT MOTOR SPORT PTY LTD	098 237 926
MIKAT INVESTMENTS PTY LTD	116 348 371
MILANESE INVESTMENTS PTY LTD	111 052 316
MILE HIGH AVIATION MONDURAN PTY LTD	066 542 952
MILLENNIUM BUSINESS ADVANTAGE PTY LTD	133 429 893
MISTER IVORY PTY LTD	080 215 452
MMH PROPERTIES PTY LTD	111 070 878
MOBILE CONTENT GROUP PTY LTD	121 880 993
MOHAMMAD JAFARI PROCESS PTY LTD	106 410 299
MONDE DIGITAL PTY. LIMITED	089 624 224
MONDE ONLINE AGENCY PTY. LIMITED	089 624 046
MONKEY COURIERS PTY. LTD.	132 988 553
MONTROSE DEVELOPMENTS PTY LTD	127 681 378
MONTTEE PTY LTD	106 419 032
MORANA TRANSPORT PTY LTD	133 418 685
MORSTALL NO. 3 PTY LTD	111 066 203
MOSAICA GROUP HOLDINGS PTY LTD	116 340 900
MOUNTAIN SOFTWARE PTY LIMITED	111 117 554
MOUNT GROUP PTY LTD	116 359 810
MS & LUVIN PTY LTD	111 065 242
MT COLE RUN PTY LTD	098 221 517

Name of Company	ACN
MT JAMIESON MAIL CONTRACTOR PTY. LTD.	110 915 869
MULTI CARD SERVICES PTY. LTD.	133 378 766
MULTIVIEW MEDIA PTY LTD	121 859 434
MURRAY LOUIS HOLDINGS PTY LIMITED	127 645 658
MUSTAFA PTY LTD	133 386 268
M1 (MAGNETIC ONE) PTY LTD	127 684 477
NATIONAL BUILDING SOLUTIONS AUSTRALIA PTY LTD	098 226 405
NC EXPORTS & IMPORTS PTY LTD	133 406 452
NEO LOGIC DESIGN PTY LTD	106 480 915
NET K12 PTY LIMITED	121 860 982
NEWAGE CEILINGS PTY. LTD.	127 724 270
NEWFELD SERVICES PTY. LTD.	075 741 703
NEW NEXUS PTY LTD	127 665 598
NEXT GEN PHARMACEUTICAL HOLDING PTY LTD	127 731 631
NEXUS ALLIANCE PTY LTD	106 439 310
NII INVESTMENTS PTY LTD	133 352 502
N K T ENTERPRISE PTY LTD	127 708 678
NOMAD MOTELS PTY LTD	001 050 746
NORTH SHORE AUTOMATIC DOORS & GATES PTY LTD	098 234 658
NORTH SOUTH REAL ESTATE PTY LTD	106 435 009
NORTHWEST TASMANIA LIVESTOCK EXCHANGE PTY. LTD.	127 682 713
NOTEBOOK SOLUTIONS (AUST.) PTY. LTD.	098 221 786
NOVACUT PTY. LIMITED	094 584 586
NSW COLLEGE PTY LTD	133 387 925
NSW SHOTCRETING PTY LIMITED	133 420 907
NTH PERTH INVESTMENT PTY LTD	127 730 705
NUDE BANANA PTY LTD	106 398 832
O'CONNOR WIND ENERGY (INTERNATIONAL) PTY LTD	106 445 578
OBERON I.T. SERVICES PTY LTD	089 665 298
ODYSSEY EYEWEAR LIMITED	106 468 302
OLD TIME STEEL RENASCENCE PTY. LTD.	111 078 749
OPERATION PHOENIX PTY. LTD.	106 480 746
ORANGEPLASTA PTY. LTD.	127 729 355
OUTLOOK CORPORATE PTY LTD	102 326 643
OUTSIDE DESIGN AND CONSTRUCTION PTY LTD	133 445 182
OUTSIDE THE SQUARE CONSULTANCY PTY. LIMITED	084 447 647
OWLAWN PTY. LTD.	061 743 235
OYOBLE PTY. LTD.	133 411 506
P & MA VAN ZANTEN PTY LTD	089 620 459
PANACHEE PTY LTD	133 404 467
PAN PACIFIC CONSULTING PTY LTD	066 536 196
PARK HOPE PTY LTD	121 860 062
PATERSON HAULAGE PTY LTD	106 418 937
PAYROLL SOLUTIONS CONSULTANCY PTY LTD	133 375 550
PEEL PLASTERING PTY. LTD.	133 424 647
PENGCHENG (AUSTRALIA) PTY LTD	127 726 265

Name of Company	ACN
PENGLASE HOLDINGS PTY LTD	111 108 215
PERPETUAL REAL ESTATE PTY LIMITED	127 721 117
PETROLEUM PTY LTD	116 375 494
PHOENIX EVENT MANAGEMENT PTY LIMITED	116 390 099
PINK TICK FRANCHISING PTY. LTD.	133 361 663
PINO & SON MOTORS PTY. LTD.	121 906 885
PINPOINT AMUSEMENTS PTY. LTD.	005 911 393
PIONEER ONE AUSTRALIA PTY LTD	084 463 445
PIZZA DEN PTY LTD	010 099 028
PJ & DZ SMITH PTY LTD	133 443 286
PLANET AQUA IMPORTS PTY. LTD.	133 368 135
PLANIT GLOBAL PTY LTD	102 294 986
PLASTERERS INC PTY LTD	133 403 755
PLATINUM FINISH GROUP PTY LTD	133 428 118
PLATINUM PLUS REAL ESTATE GROUP PTY LTD	119 869 715
PLYMTEK MANAGEMENT SERVICES PTY LTD	133 452 267
PM & ASSOCIATES (QLD) PTY LTD	133 430 494
PMK SIGNS PTY. LTD.	121 826 908
POPPET PROPERTY PTY LTD	121 867 954
PORTABLE KITCHENS PTY LIMITED	116 308 644
POSITIVE CONCEPTS AUSTRALIA PTY LTD	111 057 428
POWER FOR PEOPLE PTY LTD	133 401 564
PRECISE EARTHWORKS (QLD) PTY LTD	116 376 259
PRESMAN PTY LTD	003 172 209
PRIEST FAMILY TRADING PTY LTD	133 452 230
PRIORITY GARDEN CARE PTY LTD	116 337 225
PRIVATE EQUITY PTY LTD	116 395 736
PRO-ACTION PRODUCTS PTY LTD	106 401 665
PROFILE UNITED PTY LTD	116 379 090
PROGRAM SECURITIES PTY LTD	106 443 556
PRONTO-CO PTY. LTD.	010 749 372
PRUDENTIAL CONSULTING PTY LTD	106 479 725
PUAH AND TAO PTY. LIMITED	133 400 058
PURA VIDA AUSTRALIA PTY LTD	127 709 782
PURP PTY LTD	084 460 364
Q.L.D. HOLDINGS - 1 PTY LIMITED	106 422 155
QUADSTRUCT (NSW) PTY LIMITED	127 647 321
R&R SOLUTIONS PTY LTD	133 404 485
RA-MAAT SERVICES PTY LTD	111 096 612
RACEGEAR ONLINE PTY LTD	127 686 435
RACHEL HOPKINS CONSULTING PTY LTD	075 753 963
RACINTA PTY LTD	116 328 360
RAG NSW PTY. LTD.	127 720 549
RANGE PROJECT DEVELOPMENTS PTY LTD	127 709 791
RAPHAEL FLOWERS AND GIFTS PTY. LTD.	133 378 088
RAPOLO PTY LTD	001 994 672

Name of Company	ACN
RAPUNZEL PROFESSIONAL PTY LTD	121 914 761
RCA CONSOLIDATED PTY LTD	127 665 749
REALM OF LEGENDS PTY LTD	133 374 599
RED PONY PTY LTD	121 832 817
REEDY CREEK ESTATE WINES PTY LIMITED	098 229 433
REGIONAL MEDIA NETWORKS PTY LIMITED	127 723 755
REGIONAL VICTORIA INVESTIGATIVE SERVICES PTY LTD	127 680 666
RESIDENTIAL CONTRACTING SERVICES PTY LTD	133 451 895
REVELL PRICE PTY. LTD.	116 393 189
REVIEW DEVELOPMENTS PTY. LTD.	127 729 239
RHYS LOGISTICS PTY LTD	121 883 663
RINGROVE PTY. LTD.	010 750 679
RIVERINA ENTERPRISES PTY LTD	053 739 585
RJT SUPERANNUATION PTY LTD	106 461 349
ROBILLARDS SUPERANNUATION FUND PTY LIMITED	061 793 977
ROBIN PICKETT AUTOMOTIVE SERVICES PTY LTD	080 173 842
ROCHE EARTHWORKS PTY LTD	133 387 952
ROCK SOLID INVESTMENTS (AUST) PTY LTD	089 674 484
ROMPINTONIC PTY LTD	133 367 021
ROMSHINE PTY. LIMITED	066 524 114
ROSES ONLY GIFTWARE PTY LTD	127 572 507
RPMG PTY LIMITED	127 643 396
RUBENS PRODUCTIONS PTY LTD	050 133 465
RUNRIDERUN.COM PTY LTD	089 643 783
RUSSELLBROOK PTY LTD	102 328 745
S & E MARTIN DEVELOPMENTS PTY LTD	098 274 205
SAC MINING PTY LTD	133 407 539
SAKANAYA TRADING PTY LTD	133 452 936
SALOMAN EDUCATION SYSTEMS PTY. LIMITED	121 860 937
SALVO COMMUNICATIONS PTY LTD	102 275 454
SAMHEE GROUP PTY LTD	116 332 195
SARAH PATISSERIE KWINANA PTY LTD	127 736 387
SAYDAR CONCRETE PTY LTD	133 364 646
SAYDAR 1 PTY LTD	133 364 664
SCAFFOLDING OCCUPATIONAL SYSTEMS PTY LIMITED	127 647 732
SCENARIO NETWORKS PTY LTD	094 564 379
SCOOTARAMA PTY LTD	111 110 126
SC SALES PTY LTD	127 706 549
SEA IN THERE CONSULTING PTY LTD	111 105 965
SEASIDE DREAMS PTY LTD	106 442 675
SE GYE RO PTY LTD	133 414 758
SENLAND INTERNATIONAL PTY LTD	133 444 578
SEWING MACHINE ENTERPRISES PTY. LTD.	006 475 181
SEXSHOPAUS PTY LTD	133 397 734
S GLEESON PTY LTD	133 396 666
SHALOM FOUNDATION LTD	106 409 563

Name of Company	ACN
SHANDREWS (WA) PTY LTD	121 862 226
SHAPPAUL PTY LTD	133 344 868
SHARMAN MONCRIEFF PTY LTD	116 373 043
SHOWER SCREENS AND WARDROBES PTY LTD	121 883 501
SHOWTIME MANAGEMENT AUS PTY LTD	084 441 145
S H SHIPPING PTY LTD	133 436 165
SHUNAU PTY LTD	133 398 393
SILVER VALLEY MINING CO PTY LTD	133 388 833
SIMONDO INVESTMENTS PTY LTD	121 883 896
SIMPLY SMOKED PTY LTD	102 312 747
SITE LAND PTY LTD	127 658 995
SITE LAND TRADING PTY LTD	127 659 027
SITE NOMINEES PTY LTD	127 659 063
SKAPENDE PTY LTD	133 406 103
SKYLINE RIVERSIDE PTY LIMITED	111 038 781
SKYVIEW FORMWORK & CONSTRUCTION PTY LIMITED	133 381 058
SLC FINANCIAL SERVICES PTY. LIMITED	127 706 334
SOHO SQUARE APARTMENTS PTY LTD	121 881 641
SOLLAS PTY. LTD.	005 910 832
SOLUTION MANAGEMENT (AUST) PTY. LTD.	102 282 495
SOMMET TECHNOLOGY PTY LTD	008 270 120
SOUTH BURNETT OBSERVER PTY LTD	133 446 947
SPAIN PTY LIMITED	116 379 741
SPARTACUS ENTERPRISES PTY LTD	098 211 842
SPICER HOLDINGS (AUST) PTY LTD	127 695 336
SRM TRAINING SOLUTIONS PTY LTD	121 835 792
SSS CEMENT RENDERING PTY LTD	121 902 761
STANERING PTY. LTD.	010 599 809
STARLIGHT PRODUCTIONS PTY LTD	120 719 833
STAR SERVICES (SA) PTY LTD	121 832 148
STARWALK ENTERPRISES PTY LTD	121 894 960
STATE MORTGAGE & FINANCIAL SERVICES PTY LTD	133 352 262
STATIONERY XPRESS PTY. LTD.	133 350 562
STEGRAM PTY. LTD.	133 392 828
STEP UP LABOURE PTY. LTD.	133 435 266
STEVNET PTY LTD	089 649 061
ST FRANCIS DEVELOPMENTS PTY LTD	121 861 434
STONE INDUSTRIES PTY LTD	116 340 213
ST VINCENT PROPERTIES PTY LTD	111 047 075
STYLISH GROUP LTD	127 710 838
SUM WORTH PTY LTD	106 436 640
SUNSHINE EQUITIES PTY. LTD.	098 220 458
SURF 17 PTY LTD	094 565 492
SYLVANIA SEASIDE DEVELOPMENTS PTY LTD	111 038 101
SYNTAGM PTY. LTD.	116 397 650
T.D.A. CONSTRUCTIONS PTY. LIMITED	075 710 664

Name of Company	ACN
T.F.W. PTY. LTD.	006 198 607
T. H. HO PTY LTD	089 637 356
TAJIP & CO PTY LTD	133 372 488
TALONI INTERNATIONAL PTY LIMITED	111 086 876
TAMWORTH EQUITIES PTY. LTD.	098 218 323
TANALEX PTY LTD	106 457 247
TARRAH PTY LTD	111 099 891
TASICA DEVELOPMENTS LIMITED	127 662 533
TBS DIRECT PTY LTD	133 449 519
TECH SUPPLIES PTY LTD	102 272 471
TEL-VISION PTY LTD	133 351 747
TELEMART AUSTRALIA PTY LIMITED	066 486 842
TEMPTRESS NOMINEES PROPRIETARY LIMITED	006 851 930
TERANIA INVESTMENTS PTY LIMITED	094 584 522
THAI INTER GROUP PTY. LTD.	133 380 211
THE ASPHALT MARKETING COMPANY PTY LTD	133 412 487
THE AUSTRALIAN SOFT SERVE COMPANY PTY LTD	084 463 365
THE AUTOGAS CONVERTERS PTY. LTD.	121 899 232
THEBIGIDEA PTY LTD	133 362 937
THE CABLE JOINTING COMPANY PTY LTD	111 075 579
THE CAPITAL CREATION GROUP PTY LTD	102 300 836
THE CATERING PRESS PTY. LIMITED	050 101 310
THE EDGE TOURING COMPANY PTY LTD	127 635 750
THE FASTER WAY PTY LTD	116 345 398
THE GEELONG LIQUOR MARKET PTY LTD	080 214 508
THE HOSPITALITY EXPERTS PTY LTD	094 584 488
THE ICE AGE AUST. PTY LTD	121 841 898
THE JAPANESE TRUCK CENTRE PTY LTD	106 421 283
THE LENDING MANAGERS PTY LTD	127 725 679
THE MONEY INNOVATORS AUSTRALIA PTY LTD	121 887 634
THE MONTECITO GROUP PTY LTD	116 358 466
THE RED VESPA PTY LTD	106 473 116
THE SOUTHERN ISLAND LAMB COMPANY PTY LTD	133 388 128
THE ST. JOHN'S WORT COMPANY PTY LTD	083 551 115
THIRTEENTH LOK PTY. LTD.	007 307 468
THOMAS MCEWAN PROPERTIES PTY. LTD.	094 569 196
THOMASTORE PTY LIMITED	116 329 858
THOMSON POST PRODUCTION PTY LTD	133 426 534
THORNHOUSE MANAGEMENT PTY LTD	133 410 287
THREAD AND BUTTER PTY. LTD.	133 395 641
TIGERESS (AUSTRALIA) PTY LTD	116 381 812
TILA CUISINE PTY LTD	127 733 591
TLC RECRUITMENT SOLUTIONS PTY LTD	133 391 992
TOBBERVADDY PTY LTD	133 375 541
TOIVANEN INVESTMENTS PTY LTD	116 306 908
TONY LAWRENCE TRANSPORT PTY LTD	127 699 709

Name of Company	ACN
TOP FUN ENTERPRISES PTY LTD	111 055 979
TOUCHMARK SOLUTIONS PTY LTD	089 649 356
TOULEMOND PTY LTD	116 367 250
TOWER REMOVALS TR PTY LTD	133 446 287
TOWNHOUSE COWRA PTY LTD	106 453 874
TRACEY POLLARD PTY LTD	089 694 280
TRANS-PLANTS PTY. LTD.	006 852 222
TRAVELMOLE PTY LTD	116 354 717
TREE LINE DEVELOPMENTS PTY LTD	080 164 898
TREE ORGANIC TECHNOLOGY PTY LTD	133 412 334
TRICHEM AUSTRALIA PTY LTD	121 860 919
TRIUMPH ENTERPRISES PTY LTD	133 435 677
TURKISH PIDE HOUSE PTY LIMITED	098 224 518
TWO FEET TALL (AUST.) PTY LTD	111 031 433
UNIQUE FITNESS STUDIO PTY LTD	116 326 080
UNITED BAY HOLDINGS PTY LTD	009 422 039
UNITED DIVERS PTY LIMITED	057 587 701
UNITED WORLD TRADING COMPANY PTY LTD	133 445 413
UNIVERSAL FUNDING PTY LTD	133 364 075
UNLIMITED PLUMBING SERVICES PTY LTD	133 452 990
UNREAL STONE NEWCASTLE PTY LTD	127 664 340
URBAN TELECOM PTY. LTD.	121 872 133
V.S.E. PTY. LTD.	116 310 377
VALUBI PTY LTD	003 379 557
VAPOZU PTY. LIMITED	003 620 255
VAS AUTOMATION PTY LTD	094 529 816
VIAJAZZ PTY LTD	089 663 285
VICTORIA CONSULTANTS PTY. LTD.	133 361 592
VIP LIGHTING (IP) PTY LTD	106 453 954
VIP SECURITY SERVICES PTY LTD	133 288 249
VISION (AUST) PROPERTY AND FINANCE PTY LTD	133 421 075
VITALIS LEISURE PTY LTD	111 109 454
VOCAL VOICE PTY. LTD.	106 464 082
WALTONS STORES (INTERSTATE) PTY LIMITED	000 020 164
WANXIN PTY LTD	127 523 899
WARBUK PTY LTD	133 453 728
WARNERS TRANSPORT PTY LTD	089 647 478
WATEREASY PTY. LTD.	121 856 380
WAUWAW PTY LTD	001 788 987
WAYNE INDUSTRIES PTY LIMITED	133 424 487
WCM INVESTMENTS PTY. LTD.	084 504 683
WEALTH GEM PTY LTD	111 061 271
WEBPARK PTY LTD	133 356 359
WEST AUSSIE REPTILES PTY LTD	102 312 774
WESTCOAST ELEVATORS LIMITED	133 436 307
WEST MELB ENTERPRISES PTY LTD	133 363 845

Name of Company	ACN
W G RYAN & SONS PTY LIMITED	116 339 416
WHATADAY PTY LIMITED	050 398 582
WHIRL TECHNOLOGIES PTY LTD	133 430 538
WHITTLESEA HOLDINGS PTY LTD	127 683 327
WIK MEDIA PTY LTD	127 670 848
WILSON NATIONAL PTY LTD	111 078 114
WINDBORN HOLDINGS PTY LTD	106 411 018
WINSTON PARK EXECUTIVE PTY LTD	106 426 591
WOMBAT KNIVES AUSTRALIA PTY LTD	075 734 397
WOODFORD INDUSTRIAL PARK PTY LTD	127 725 133
WOODTHER PTY LIMITED	111 040 370
WOOLSKIN (CIS) PTY LTD	084 451 838
WORLD TRAVEL MARKETING PTY. LTD.	133 407 431
WORLDWIDE BLUE PTY. LTD.	106 473 027
WORLD WIDE SPORTS BROKERS PTY LTD	133 378 882
WROBLEWSKI & BUSIC PTY LTD	133 451 975
WUDIPULI CROCODILE FARM (NT) PTY LTD	127 665 990
XIANG GANG AUSTRALIA PTY LTD	133 432 416
YAK CONSTRUCTIONS PTY LTD	133 378 837
YEN HONG FASHION PTY. LTD.	127 724 841
Y L F GLOBAL SUPPORT PTY LIMITED	106 426 813
Y NOT COMMUNICATIONS PTY LTD	089 655 470
YORKMOND PTY LTD	106 399 071
YOUNG'S FOLLEY PTY. LTD.	066 537 175
ZANADU INTERNATIONAL PTY LTD	116 402 683
ZENCO BULK HAULAGE PTY LTD	098 241 662
ZENITH ENTERTAINMENT PTY LIMITED	133 360 586
Z SEWING SERVICES PTY LTD	133 385 636
253 VICTORIA ST ABBOTSFORD PTY LTD	121 900 267
307 BEAUDESERT ROAD DEVELOPMENT PTY LTD	133 402 785
555C DEVELOPMENTS PTY LTD	121 904 121
7 BEACH STREET PTY LTD	102 334 172

CORPORATIONS ACT 2001
Subsection 601AB(3)

ASIC may deregister the companies listed below
two months after the publication of this notice,
unless given acceptable reason not to proceed.

Dated this tenth day of December 2010

Rosanne Bell
DELEGATE OF THE AUSTRALIAN SECURITIES AND INVESTMENTS COMMISSION

Name of Company	ACN
A.C.N. 083 221 970 PTY LTD	083 221 970
A.C.N. 101 372 338 PTY LTD	101 372 338
A.C.N. 127 081 225 PTY LTD	127 081 225
A-KWIKCUT DIAMOND DRILLING PTY LTD	115 027 122
AA AND A SMITHFIELD WHOLESALERS (AUST) PTY LTD	096 294 325
ABN 79 001 953 877 PTY. LTD.	001 953 877
ACE TOTAL PTY LTD	120 943 222
AD'TEL DIGITAL SYSTEMS GROUP PTY LTD	087 142 505
AIRCORP TRAVEL PTY LIMITED	106 938 014
AUSTOOL LIMITED	090 994 808
AZZURRA CONSULTANTS PTY. LTD.	125 454 524
BANITTON PTY LTD	108 552 772
BAYAH PTY LTD	056 805 531
BAYESMEDE PTY. LTD.	056 810 738
BINDARRA HOLDINGS PTY LTD	112 360 639
CAMEL PROPERTY INVESTMENTS PTY LTD	117 367 138
D.R.M. DEVELOPMENTS PTY. LTD.	010 056 434
DELATITE NOMINEES PTY. LTD.	005 064 808
DEO MARKETING AND COMMUNICATIONS PTY LTD	086 536 227
D G OPERABLE WALLS PTY LTD	105 662 486
DIRT CHEAP STORES PTY LIMITED	118 906 120
DVD NOW AUSTRALIA PTY LTD	119 257 046
EARTHEN PTY LTD	101 599 615
ESSAAR PTY LTD	101 851 290
FARISIDE MUSIC PROJECTS PTY LTD	121 669 529
FLAGG INVESTMENTS PTY LTD	111 268 654
FLEETPOWER GROUP PTY LTD	124 004 557
FORESIGHT ENTERTAINMENT PTY LTD	119 627 646
FOXARY PTY LTD	075 972 324
G E GUTTERING PTY LTD	129 575 480
GEMPLANTERN PTY LTD	114 791 758

Name of Company	ACN
GMA BUILDING SERVICES PTY LIMITED	125 605 594
GO FAST SPORTS AUSTRALIA! PTY LTD	101 080 166
GOLDFINGER AVIATION PTY LTD	116 524 915
GRAPHIC PRINTING SOLUTIONS (AUSTRALIA) PTY LTD	110 730 937
HATS ENTERPRISES PTY. LTD.	078 814 721
HERMANS AND JOHNSON PTY. LTD.	010 034 858
HUNT CENTRAL FACILITIES PTY LTD	131 307 563
HUNT ISLAND BACKPACKERS PTY LTD	131 373 709
HUNT ISLAND MANAGEMENT PTY LTD	123 097 601
HUNT PROPERTY GROUP PTY LTD	103 436 415
HUNT SOUTHERN FACILITIES PTY LTD	131 373 567
HUNT TEAM FACILITIES PTY LTD	131 373 889
INSTINCTIVE INVESTMENTS PTY. LIMITED	109 849 694
INTERPOLE PTY. LTD.	085 056 775
JAMBALI INVESTMENTS PTY LTD	116 220 449
JARAH INVESTMENTS PTY LIMITED	110 774 484
JCI GROUP PTY LTD	126 009 863
K.Y. LINKS (AUST) PTY LIMITED	003 255 007
KAMA CORPORATION PTY LTD	099 448 245
KAROLAW PTY. LTD.	078 716 275
KEARNS CONSTRUCTIONS PTY LTD	110 142 811
KWOK & COMPANY PTY. LTD.	003 687 394
LAKE MACQUARIE FN REAL ESTATE PTY. LTD.	115 234 850
M.K. RIVER PTY LTD	109 065 312
MASCOT CONCRETE SERVICES PTY LIMITED	100 572 709
MILE HIGH TRAINING SOLUTIONS PTY LTD	121 496 204
MILICA INVESTMENTS PTY LTD	083 027 347
MJ'S SERVICE (NSW) PTY LTD	135 788 877
NEWFOUND CONSTRUCTIONS (AUST) PTY LTD	116 611 333
OMC SMART HOUSE TECHNOLOGIES PTY LTD	099 344 840
PENTA ENTERPRISE PTY LTD	096 082 076
PRIMROSE FINANCIAL GROUP PTY LIMITED	094 338 459
PR PEREZ PTY. LIMITED	059 534 100
PRUDENCIA PTY LTD	113 061 528
QBW PTY LTD	132 388 115
QMB PTY LTD	121 609 354
RAINMAKER PARAPLANNING PTY LTD	124 022 019
RCP TRANSPORT PTY LIMITED	116 769 647
ROSEVILLE LEISURE PTY LTD	114 416 509
S.B.R. GROUP PTY LTD	107 764 143
SASSALL RESIDENTIAL WINDOWS PTY LTD	108 204 600
SCIENTIFIC INSTRUMENT SERVICES AUSTRALIA PTY LTD	079 713 054
SERENEL PTY. LTD.	006 423 810
SOUTH VETERINARY GROUP PTY LTD	107 160 618
SPECTRUM HOUSE & LAND PTY. LTD.	115 772 426
STAIN BRICKLAYING PTY LTD	127 904 143

Name of Company	ACN
STANDFORD & ASSOCIATES PTY LTD	126 977 124
STARLEE EMBROIDERY PTY. LIMITED	003 748 267
STEVE'S LAWN & LANDSCAPING PTY LTD	134 689 704
TRUEWOOD TIMBERS PTY LTD	124 397 557
UBER ART GALLERY PTY LIMITED	121 936 230
UNIVERSAL COTTON PTY. LIMITED	093 251 417
VEUVE HAIRDRESSING PTY LTD	113 229 333
WESTLAND INVESTMENTS (AUST) PTY LTD	117 328 837
WILLOWBEAN PTY LIMITED	126 682 344
WINDSONG DEVELOPMENTS PTY LTD	096 356 633
WORK EASY PTY LTD	116 123 383
YATES INDUSTRIES PTY LTD	135 339 025

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 Administrative Appeals Tribunal prevents it from doing so.

AMDEL LIMITED ACN 008 127 802 will change to a proprietary company limited by shares. The new name will be AMDEL PTY LIMITED ACN 008 127 802.

ARMOUR ENERGY PTY LTD ACN 141 198 414 will change to a public company limited by shares. The new name will be ARMOUR ENERGY LIMITED ACN 141 198 414.

AXA NEW ZEALAND FINANCE LTD ACN 098 666 561 will change to a proprietary company limited by shares. The new name will be AXA NEW ZEALAND FINANCE PTY LIMITED ACN 098 666 561.

GOLDSBOROUGH LIMITED ACN 005 433 796 will change to a proprietary company limited by shares. The new name will be GOLDSBOROUGH PTY LTD ACN 005 433 796.

PHIT INVESTMENT MANAGEMENT PTY LTD ACN 141 772 438 will change to a public company limited by shares. The new name will be PHIT INVESTMENT MANAGEMENT LIMITED ACN 141 772 438.

ARCHER RESOURCES PTY LTD ACN 121 572 192 will change to a public company limited by shares. The new name will be ARCHER RESOURCES LIMITED ACN 121 572 192.

AXA FUNDS MANAGEMENT LIMITED ACN 133 185 994 will change to a proprietary company limited by shares. The new name will be AXA FUNDS MANAGEMENT PTY LIMITED ACN 133 185 994.

CURCAS ENERGY LIMITED ACN 115 635 035 will change to a proprietary company limited by shares. The new name will be CURCAS ENERGY PTY LTD ACN 115 635 035.

OAK VALLEY TRUFFLE BUSINESS LTD. ACN 132 179 689 will change to a proprietary company limited by shares. The new name will be OAK VALLEY TRUFFLE BUSINESS PTY LTD ACN 132 179 689.

SYMBIOSIS GROUP LIMITED ACN 108 203 498 will change to a proprietary company limited by shares. The new name will be SYMBIOSIS GROUP PTY LTD ACN 108 203 498.