



Commonwealth of Australia



ASIC

Australian Securities &
Investments Commission

Commonwealth of Australia Gazette

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RIGHTS OF REVIEW

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

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04 / 1651

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

Under paragraph 1020F(1)(a) of the Corporations Act 2001 (the "Act"), the Australian Securities and Investments Commission ("ASIC") exempts Dumont Pte. Ltd. (Singapore Company Registration number 200401497W) ("Dumont") and its agents from Division 5A of Part 7.9 of the Act in the case mentioned in Schedule A on the conditions in Schedule B for so long as they are met.

Schedule A

Where Dumont invites eligible shareholders to sell or dispose of their shares in Goodwood Park Hotel Limited (Singapore Company Registration number 194700135H) ("Goodwood") to Dumont provided that: -

1. The invitation or offer ("Exit Offer") is brought about as a result of an approved voluntary delisting of Goodwood from the Official List of the Singapore Exchange Securities Trading Limited ("SGX-ST") pursuant to Rule 1306 of the Listing Manual of SGX-ST;
2. The Exit Offer is in writing and included in the Exit Offer Letter, the Form of Acceptance and Transfer and the Form of Acceptance and Authorisation ("Offer Documents");
3. There are only seven Eligible Australian Shareholders as at 5 November 2004;
4. The Exit Offer will be made available to all seven Eligible Australian Shareholders (subject to restrictions applicable to foreign eligible shareholders); and
5. The Exit Offer is sent directly to all seven Eligible Australian Shareholders or their nominated agents.

Schedule B

Dumont must do all things necessary to ensure that: -

- a. The Offer Documents provided to Eligible Australian Shareholders prominently disclose and set out:
 - i. The market price of Goodwood shares on the SGX-ST as at the last day of trading prior to the Exit Offer being made (i.e. 27 December 2002);
 - ii. The net price paid by Dumont for the shares has been determined as the appraised net tangible asset value of Goodwood per share, arrived at by adjusting the unaudited consolidated net tangible asset value of Goodwood as at 30 June 2004 for the value of Goodwood's hotel properties based on valuations carried out by

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independent valuers and the value of Goodwood's listed securities investment portfolio as at 1 October 2004 using the market valuation for such securities based on their respective 20-day volume weighted average market prices preceding 1 October 2004);

- iii. The price paid for the shares by Dumont at the date of delivery is significantly higher than the last traded price prior to the Exit Offer being made;
 - iv. The consideration to be paid in Singapore Dollars (and means by which the Australian Dollar equivalent can be calculated) to be paid by Dumont to Eligible Australian Shareholders for sale of their shares;
 - v. A description of the persons who are eligible to participate in the offer;
 - vi. The number of Goodwood shares held by the Eligible Australian Shareholder that may be sold or disposed of under the offer;
 - vii. Information about any fees or cost payable in relation to the sale of the shares;
 - viii. Information about any other significant characteristics or features of the offer or of the rights, terms, conditions and obligations attaching to accepting the offer, including, without limitation: -
 - A. the period during which the offer remains open to Eligible Australian Shareholders; and
 - B. a description of the manner in which the sale or disposal of Goodwood shares will be conducted, how the Goodwood shares will be sold or disposed of and how the sale price will be determined; and
 - C. a description of who may be contacted for clarification in relation to the Exit Offer;
 - ix. If Goodwood makes other information available to the Eligible Australian Shareholders how that information is to be provided;
 - x. A statement that an Eligible Australian Shareholder may, subject to restrictions applicable to foreign Eligible Australian Shareholders, sell some or all of their Goodwood shares pursuant to the Exit Offer;
 - xi. The significant risks associated with the sale or disposal of the Goodwood shares, including postage and foreign exchange risks if any; and
 - xii. A statement outlining the risks associated with declining the Exit Offer;
- b. The information included in the offer is worded and presented in English, in a clear, concise and effective manner;
 - c. If the offer is made up of two or more separate documents- all of the documents are given to the Eligible Australian Shareholder at the same time;
 - d. Dumont accepts responsibility for making payment to the Eligible Australian Shareholders in accordance with the Offer Documents for the sale of their shares to Dumont; and

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- e. The voluntary delisting and subsequent Exit Offer will be carried out in accordance with Singapore Law;

Interpretation

Eligible Australian Shareholder means each person or persons who has an Australian address and according to the Registrar of Members of Goodwood and the records of The Central Depository (Pte) Limited is a shareholder of Goodwood.

Goodwood shares means ordinary shares in Goodwood

Singapore Law means any act and/or regulation that governs the Exit Offer made by Dumont including but not limited to any directives, rules, policy statements by the Monetary Authority of Singapore and Singapore Exchange Securities Trading Limited.

Dated this 5th day of November 2004



Signed by Marce O'Brien
as delegate of the Australian Securities and Investments Commission



ASIC

Australian Securities & Investments Commission

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

Notice of Cancellation of an Australian Financial Services Licence

TO: Hunter Coast Credit Union Ltd, ("the Licensee")
46 TUDOR ST HAMILTON NSW 2303

Pursuant to section 915B(3)(d) of the **Corporations Act 2001**, the Australian Securities and Investments Commission hereby cancels Licence Number 244250 held by the Licensee with effect from the date on which this notice is given to the Licensee.

Dated this 25th day of February 2005.

Signed

Frank Varga, a delegate of the Australian Securities and Investments Commission

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

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Under paragraph 1020F(1)(a) of the Corporations Act 2001 (the "Act"), the Australian Securities and Investments Commission ("ASIC") exempts Dumont Pte. Ltd. (Singapore Company Registration number 200401497W) ("Dumont") and its agents from Division 5A of Part 7.9 of the Act in the case mentioned in Schedule A on the conditions in Schedule B for so long as they are met.

Schedule A

Where Dumont invites or offers Eligible Australian Shareholders to sell or make an offer to sell or dispose of their securities in Goodwood Park Hotel Limited (Singapore Company Registration number 194700135H) ("Goodwood") to Dumont provided that: -

1. The invitation or offer ("Second Exit Offer") is made available to all Eligible Australian Shareholders as at 24 January 2004 who did not accept the Initial Exit Offer made by Dumont on 5 November 2004 ("Remaining Eligible Shareholders");
2. The Second Exit Offer is brought about as a result of the requirement under s215 (3) of the Singapore Companies Act;
3. The Second Exit Offer is carried out in accordance with Singaporean Law and substantially as proposed in the correspondence from Mallesons Stephen Jaques to ASIC dated 13 January 2005; and
4. The Second Exit Offer is in writing and included in the Second Exit Offer Letter is, the Initial Exit Offer letter, a Form 58 Notice and Form of Acceptance and Transfer ("Offer Documents").

Schedule B

Dumont must do all things necessary to ensure that: -

- a. The Offer Documents provided to Remaining Eligible Shareholders prominently disclose and set out:
 - i. The market price of Goodwood securities on the SGX-ST as at the last day of trading prior to the Second Exit Offer on 27 December 2002;
 - ii. The net price paid by Dumont for the securities has been determined as the appraised net tangible asset value of Goodwood per share, arrived at by adjusting the unaudited consolidated net tangible asset value of Goodwood as at 30 June 2004 for the value of Goodwood's hotel properties based on valuations carried out by independent valuers and the value of Goodwood's listed securities investment portfolio as at 1 October 2004 using the market valuation for such securities based on their respective 20-day volume weighted average market prices preceding 1 October 2004);
 - iii. The price paid for the securities by Dumont at the date of delivery is significantly higher than the last traded price prior to the Second Exit Offer being made;
 - iv. The consideration to be paid in Singapore Dollars (and means by which the Australian Dollar equivalent can be calculated) to be paid by Dumont to Remaining Eligible Shareholders for sale of their securities;
 - v. A description of the persons who are eligible to participate in the Second Exit Offer;
 - vi. The number of Goodwood securities held by the Remaining Eligible Shareholder that may be sold or disposed of under the Second Exit Offer;
 - vii. Information about any fees or costs payable in relation to the sale of the securities;
 - viii. Information about any other significant characteristics or features of the offer or of the rights, terms, conditions and obligations attaching to accepting the Second Exit Offer, including, without limitation: -

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- A. the period during which the Second Exit Offer remains open to Eligible Australian Shareholders;
 - B. a description of the manner in which the sale or disposal of Goodwood securities will be conducted, how the Goodwood securities will be sold or disposed of and how the sale price will be determined;
 - C. a description of who may be contacted for clarification in relation to the ~~Second Exit~~ Offer; and
 - D. an explanation of any material differences between the Initial Exit Offer and the Second Exit Offer;
- ix. If Goodwood makes other information available to the Remaining Eligible Shareholders how that information is to be provided;
 - x. A statement that a Remaining Eligible Shareholder may, subject to restrictions applicable to foreign Remaining Eligible Shareholders, sell some or all of their Goodwood securities pursuant to the Second Exit Offer;
 - xi. The significant risks associated with the sale or disposal of the Goodwood securities, including postage and foreign exchange risks if any; and
 - xii. A statement outlining the risks associated with declining the Second Exit Offer;
- b. The information included in the Second Exit Offer is worded and presented in English, in a clear, concise and effective manner;
 - c. If the offer is made up of two or more separate documents, all of the documents are given to the Remaining Eligible Shareholders at the same time;
 - d. The price paid for the securities (when calculated to include any dividends declared in respect of the securities on or about 17 November 2004) by Dumont is no less than the price paid by Dumont to Eligible Australian Shareholders in conjunction with the Initial Exit Offer; and
 - e. Dumont accepts responsibility for making payment to the Remaining Eligible Shareholders in accordance with the Offer Documents for the sale of their securities to Dumont;
 - f. The Second Exit Offer is sent directly to all Remaining Eligible Shareholders or their nominated agents; and
 - g. The Second Exit Offer is open for a period of three months from 30 December 2004.

Interpretation

Eligible Australian Shareholder means each person or persons who has an Australian address and according to the Registrar of Members of Goodwood and the records of The Central Depository (Pte) Limited is a shareholder of Goodwood.

Form 58 Notice means a notice prepared pursuant to section 215(3) of the Companies Act (Singapore) and provided to non-assenting shareholders (including the Remaining Eligible Shareholders).

Goodwood securities means ordinary securities in Goodwood.

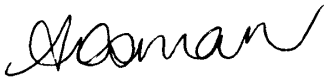
Initial Exit Offer means the invitation or offer made by Dumont to Eligible Australian Shareholders on 5 November 2004 as a result of the approved voluntary delisting of Goodwood from the Official List of the Singapore Exchange Securities Trading Limited ("SGX-ST") pursuant to Rule 1306 of the Listing Manual of SGX-ST.

Singapore Law means any act and/or regulation that governs the Second Exit Offer made by Dumont including but not limited to any directives, rules, policy statements by the Monetary Authority of Singapore and Singapore Exchange Securities Trading Limited.

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Dated this 21st day of February 2005

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

Signed by Samantha Osman
as delegate of the Australian Securities and Investments Commission

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Australian Securities and Investments Commission
Corporations Act 2001 — Paragraphs 911A(2)(l) and 1020F(1)(a) — Exemption

1. Under paragraph 911A(2)(l) of the *Corporations Act 2001* (the "Act"), the Australian Securities and Investments Commission ("ASIC") exempts, until 30 June 2005, the person referred to in Schedule A from the requirement to hold an Australian financial services licence for dealing in and providing financial product advice in relation to the financial product referred to in Schedule B in the case referred to in Schedule C on the conditions referred to in Schedule D and for so long as those conditions are met.
2. Under paragraph 1020F(1)(a) of the Act, ASIC exempts, until 30 June 2005, the person referred to in Schedule A from Part 7.9 of the Act in relation to the financial product referred to in Schedule B in the case referred to in Schedule C on the conditions referred to in Schedule D and for so long as those conditions are met.

Schedule A

CrossCity Motorway Pty Ltd ACN 098 445 839 ("Issuer").

Schedule B

A facility (the "Facility") that is issued by the Issuer and through which, or through the acquisition of which a person makes non-cash payments for goods and services, where the Facility involves payment of a motorway toll.

Schedule C

Where all of the following apply:

1. the issuer has taken all reasonable steps to ensure that on each occasion a transaction is made through the use of one or more Facilities, the total amount paid through all Facilities for each transaction does not exceed \$1,000; and
2. the total amount credited to each Account does not exceed \$1,000 at any time; and
3. the total of the amounts available for making non-cash payments through the Facilities held by all clients does not exceed \$10,000,000; or
4. the number of persons to whom payments may be made, or caused to be made, through each Facility does not exceed 50.

Schedule D

The Issuer must:

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1. establish and maintain an internal dispute resolution system that complies as far as practicable with the Australian Standard AS4269-1995: Complaints Handling that covers complaints made in connection with any dealing in, or any provision of financial product advice in relation to, the Facility, or with any use of the Facility; and
2. ensure that any monies paid to the Issuer on account of an amount that may be paid by a client to another person (the "third party") through the Facility is paid as soon as practicable to, and held in, an account with an Australian ADI designated as a trust account until the Issuer is required to use the money to discharge the obligation to the third party for the provision of goods or services by the third party for which the non-cash payment was made through the Facility; and
3. at or before making an offer to a person to acquire the Facility (whether by issue or transfer):
 - (a) provide the person with a written document ("disclosure document") which sets out the terms and conditions of the Facility and if not already included in the terms and conditions, the following statements and such of the following information in a manner that is clear, concise and effective, as the person would reasonably require in order to assess the merits and risks of acquiring or using the Facility:
 - (i) a statement setting out the name, principal place of business and the address of the registered office of the Issuer; and
 - (ii) information about:
 - (A) the cost of using the Facility; and
 - (B) any other amounts that will or may be payable by the person in respect of the Facility, and the times at which those amounts will or may be payable; and
 - (iii) information about any other significant characteristics or features of the Facility or of the rights, terms, conditions and obligations attaching to the Facility; and
 - (iv) information about the dispute resolution system that covers complaints by clients and about how that system may be accessed; and
 - (v) if the Issuer makes other information relating to the Facility available to clients or prospective clients, or to people more generally – a statement of how that information may be accessed; and
 - (b) where the terms or conditions of the Facility include a term or condition that:

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- (i) the Issuer may unilaterally vary the terms or conditions of the Facility; or
 - (ii) there is an expiry date by which the person can use any amount that can be used by the client for payment under the Facility,
- ensure that those terms or conditions are set out in a prominent manner in the disclosure document; and
4. where a person is a client at the date of this instrument, the Issuer must:
- (i) as soon as reasonably practicable after the date of this instrument, make available on its Internet website the disclosure document, in a manner reasonably likely to come to the attention of a person seeking information about the Facility on that site; and
 - (ii) on the next practicable date when the Issuer provides any other written material to the client, provide the disclosure document to the client; and
5. give written notice to clients of any proposed material change to the terms and conditions of the Facility or of any proposal by the Issuer to withdraw the Facility at least 30 days before the change or withdrawal takes effect, or where the client is not required to be identified when acquiring or using the Facility, take reasonable steps to notify clients of any proposed material change to the terms and conditions of the Facility or of any proposal by the Issuer to withdraw the Facility at least 30 days before the change or withdrawal takes effect; and
6. establish and maintain a means by which each client can readily, and without cost to the client, find out the amount that can be used by the client for payment under the Facility; and
7. provide any information in writing as and when requested by ASIC in relation to the Facility, within 20 business days of any such request.

Interpretation

For the purposes of this instrument:

- 1. **account** means an account opened by a client, in order to facilitate the operation of the Facility
- 2. **client** means a person who holds a Facility;
- 3. **dealing** has the meaning given by subsection 766C(1) of the Act;

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4. **financial product advice** has the meaning given by subsection 766B(1) of the Act;
5. **makes non-cash payments** has the meaning given by section 763D of the Act;
6. **mechanism** includes a certificate, voucher, token, card, coin or other object, including electronic cash or material token, that can be used for making a payment, or causing a payment to be made; and
7. **offer** has a meaning affected by subsection 1010C(2) of the Act.

Commencement

This instrument takes effect on gazettal.

Dated the 28th day of February



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

**ASIC**

Australian Securities & Investments Commission

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

Pursuant to paragraph 601QA(1)(b) of the *Corporations Act 2001* (the "Act") the Australian Securities and Investments Commission ("ASIC") declares that Chapter 5C applies to the person specified in Schedule A in the case specified in Schedule B as if paragraph 601GA(1)(a) (as notionally modified by ASIC Class Order [CO 98/52]) were further modified by inserting the following subparagraphs immediately after subparagraph 601GA(1)(a)(iii):

"(iiia) interests in the scheme that are component parts of Stapled Securities may be issued, at a price determined by the responsible entity, pursuant to offers made at substantially the same time on a renounceable basis to only and all the then members where:

- (A) all the interests offered are in the same class;
- (B) the price of all the interests offered is the same;
- (C) the amount by which the price is less than any amount that would otherwise apply under the constitution does not exceed a maximum percentage specified in the constitution;
- (D) the amount of interests offered to each member is proportionate to the value of that member's interest; and
- (E) a Product Disclosure Statement in relation to the offer is given to each member to whom the offer is made and to whom a Product Disclosure Statement is required to be given,

where if the responsible entity reasonably considers that it would be in the best interests of members to exclude certain members that are connected to a place outside this jurisdiction ("foreign members") and not unfair to those members, the responsible entity need not offer or issue the interests to the foreign members if the interests are sold, taking reasonable steps to maximise the sale price net of expenses of the sale and the foreign members are promptly paid the sale price.

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(iiib) interests in the scheme that are component parts of Stapled Securities may be issued, at the price determined by the responsible entity in relation to an offer pursuant to subparagraph (iiia), to:

- (A) a bona fide underwriter, or sub-underwriter, who is not an associate of the responsible entity, pursuant to an underwriting agreement, the terms of which have been summarised in the Product Disclosure Statement for the offer referred to in paragraph (iiia);
- (B) a person, who is not an associate of the responsible entity, nominated by a bona fide underwriter or sub-underwriter who is not an associate of the responsible entity, pursuant to an underwriting agreement, the terms of which have been summarised in the Product Disclosure Statement for the offer referred to in paragraph (iiia); or
- (C) a person to whom the Product Disclosure Statement for the offer has been provided,

where the interests were first offered in accordance with subparagraphs (iiia), but not acquired by the persons to whom they are offered."

And pursuant to paragraph 601QA(1)(a) of the Act ASIC hereby exempts the person referred to in Schedule A from paragraph 601FC(1)(d) of the Act to the extent that it would otherwise prevent the responsible entity from dealing with foreign members in the way described in subparagraph 601GA(1)(a)(iiia) of the Act as notionally inserted into this Act by this instrument.

Schedule A

Hastings Funds Management Limited ACN 058 693 388 as the responsible entity of Australian Infrastructure Fund ARSN 089 889 761.

Schedule B

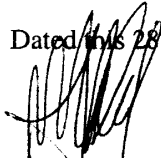
Offers of interests in the Scheme that are component parts of Stapled Securities to be made by the Responsible Entity under a Product Disclosure Statement in accordance with subparagraphs 601GA(1)(a)(iiia) and (iiib) as notionally inserted in to the Act by this instrument.

Interpretation

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In this instrument:

Stapled Securities means a unit in Australian Infrastructure Fund ARSN 089 889 761 and a share in Australian Infrastructure Fund Limited ACN 063 935 553 that are quoted together on the ASX as stapled securities.

Dated  this 28th day of February 2005

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

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

Under paragraph 601QA(1)(b) the Australian Securities and Investments Commission declares that Chapter 5C of the *Corporations Act 2001* applies to the person referred to in the Schedule until 31 March 2005 as if section 601GA was modified or varied by:

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

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

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

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

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

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(7) In this section:

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

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

Schedule

MLC Investments Limited ACN 002 641 661 in its capacity as responsible entity of the MLC MasterKey Unit Trust Bond Portfolio Fund ARSN 112 925 274.

Dated this 25th day of February 2005



Signed by Philippa Bell
as a delegate of the Australian Securities and Investments Commission



ASIC

Australian Securities & Investments Commission

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

Notice of Cancellation of an Australian Financial Services Licence

TO: SGIO Insurance Limited ACN: 058 277 866 ("the Licensee")
Level 21, 388 George Street, Sydney NSW 2000

Pursuant to section 915B(3)(d) of the **Corporations Act 2001**, the Australian Securities and Investments Commission hereby cancels Licence Number 227680 held by the Licensee with effect from the date on which this notice is given to the Licensee.

Dated this 28 February 2005.

Signed

Joyce Krashow, a delegate of the Australian Securities and Investments Commission



ASIC

Australian Securities & Investments Commission

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


Notice of Cancellation of an Australian Financial Services Licence

TO: Sherohn Pty Ltd ACN: 059 846 909 ("the Licensee")
Level 9, 19 North Tce, Hackney SA 5069

Pursuant to section 915B(3)(d) of the **Corporations Act 2001**, the Australian Securities and Investments Commission hereby cancels Licence Number 230169 held by the Licensee with effect from the date on which this notice is given to the Licensee.

Dated this 28 February 2005.

Signed


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Joyce Krashow, a delegate of the Australian Securities and Investments
Commission

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**Australian Securities and Investments Commission
Corporations Act 2001 - Subsection 257D(4) - Exemption**

Pursuant to subsection 257D(4) of the Corporations Act 2001 ("**the Act**"), the Australian Securities and Investments Commission ("**ASIC**") hereby exempts the person named in Schedule A from compliance with section 257D of the Act in the case referred to in Schedule B if and so long as the conditions specified in Schedule C are met.

Schedule A

BlueScope Steel Limited (ABN 16 000 011 058) ("**BlueScope**")

Schedule B

A share buy-back scheme to be made available to holders of Shares (other than Excluded Foreign Persons, Foreign Shareholders and any shareholder who holds only Restricted Employee Shares) commencing on or around 21 March 2005 ("**Buy-Back Invitations**") which:

- 1 is substantially on the terms contemplated by the draft buy-back booklet provided to ASIC on or around 23 February 2005; and
- 2 complies with the conditions in subsection 257B(2) of the Act, subject to subsection 257B(3), except:
 - (a) that BlueScope does not comply with paragraph (a) of subsection 257B(2) of the Act but rather the Buy-Back Invitations relate only to Shares;
 - (b) that BlueScope does not comply with paragraph (b) of subsection 257B(2) of the Act but rather invites all Shareholders as at the Record Date (other than Excluded Foreign Persons, Foreign Shareholders and any shareholder who holds only Restricted Employee Shares) to offer for sale to BlueScope any number of their Shares, in accordance with the terms and conditions of the Buy-Back Invitations;
 - (c) that BlueScope does not comply with paragraph (c) of subsection 257B(2) of the Act but rather all persons who hold Shares in BlueScope (other than Excluded Foreign Persons, Foreign Shareholders and any shareholder who holds only Restricted Employee Shares) have a reasonable opportunity to offer for sale any number of their Shares to BlueScope, in accordance with the terms and conditions of the Buy-Back Invitations;
 - (d) that BlueScope does not comply with paragraph (d) of subsection 257B(2) of the Act but rather the buy-back agreements are not entered into until the Tender Period has closed; and

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- (e) that BlueScope does not comply with paragraph (e) of subsection 257B(2) of the Act but rather the Buy-Back Invitations are to be made by BlueScope to every person who holds Shares (other than Excluded Foreign Persons, Foreign Shareholders and any shareholder who holds only Restricted Employee Shares) for those holders to Tender their Shares to BlueScope and for BlueScope to buy back the same percentage of their Shares subject to:
- (i) each Shareholder having the ability to nominate a maximum number of Shares which they wish to offer for sale to BlueScope;
 - (ii) if the shareholder holds both Shares and Restricted Employee Shares, BlueScope only accepting offers in respect of the number of Shares that they hold;
 - (iii) a Buy-Back Invitation need not be made to Excluded Foreign Persons or Foreign Shareholders and any Tender received from an Excluded Foreign Person or a Foreign Shareholder need not be accepted by BlueScope; and
 - (iv) a Scale Back Mechanism operating in the manner described in conditions 4 and 5 of Schedule C to ensure that BlueScope does not exceed the number determined by BlueScope in condition 1 of Schedule C (or such lesser amount determined by BlueScope in accordance with its Buy-Back Invitations).

Schedule C

- 1 The number of Shares that BlueScope buys back, either as a result of the Buy-Back Invitation or as a result of any other buy-back by BlueScope during the 12 months before the commencement of the Tender Period, does not exceed 10% of the smallest number of votes attaching to voting shares of BlueScope on issue at any time during the 12 months before the commencement of the Tender Period.
- 2 BlueScope makes it a term of the Buy-Back Invitations that the Buy-Back Price will be calculated by applying the Tender Discount selected by BlueScope following the end of the Tender Period to the Market Price.
- 3 BlueScope makes it a term of the Buy-Back Invitations that if a shareholder Tenders Shares subject to a Minimum Price, their Tender will be rejected if the Buy-Back Price is lower than the Minimum Price.
- 4 BlueScope makes it a term of the Buy Back Invitations that:
 - (a) if the Buy-Back Price is determined by BlueScope to be the largest Tender Discount of 14% to the Market Price; and
 - (b) at the close of the Tender Period, BlueScope has received offers that in aggregate amount to more than the Buy-Back Amount, calculated using the Buy-Back Price specified in paragraph (a) above and including Final Price Tenders,

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then, subject to condition 1 of Schedule C:

- (c) all Shares tendered above the Buy-Back Price are rejected in full;
- (d) all Shares tendered at the Buy-Back Price and as a Final Price Tender will be bought back, subject to a reduction by the same proportion (pro rata) being the proportion needed to ensure that:
 - (i) after taking into account the Priority Acquisition and the Small Holding Acquisition, no more than the Buy-Back Amount is bought back; and
 - (ii) the Priority Acquisition and the Small Holding Acquisition may be made; and
- (e) the Priority Acquisition and the Small Holding Acquisition will be made.

5 BlueScope makes it a term of the Buy-Back Invitations that:

- (a) if the Buy-Back Price is determined by BlueScope to be a price other than the largest Tender Discount of 14% to the Market Price; and
- (b) at the close of the Tender Period, BlueScope has received offers that in aggregate amount to more than the Buy-Back Amount, calculated using the Buy-Back Price specified in paragraph (a) above and including Final Price Tenders,

then, subject to condition 1 of Schedule C:

- (c) all Shares tendered above the Buy-Back Price are rejected in full;
- (d) all Shares tendered at less than the Buy-Back Price will be bought back in full;
- (e) all Shares tendered as Final Price Tenders will be bought back in full;
- (f) Shares tendered at the Buy-Back Price (other than as Final Price Tenders) will be bought back, but the number of Shares to be bought back will be subject to a reduction by the same proportion (pro rata) being the proportion needed to ensure that:
 - (i) after taking into account the Priority Acquisition and the Small Holding Acquisition, no more than the Buy-Back Amount is bought back; and
 - (ii) the Priority Acquisition and the Small Holding Acquisition may be made; and
- (g) the Priority Acquisition and the Small Holding Acquisition will be made.

6 For the purpose of conditions 4 and 5 of this Schedule C disregard, in determining whether the proportion by which the number of each offeror's Shares is reduced is the same, any difference in proportion arising from the rounding down of fractions for the

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purpose of ensuring that only whole numbers of Shares are bought back, and disregard any difference in proportion arising from an adjustment to ensure that only whole numbers of Shares are bought back.

- 7 BlueScope does not enter into any buy-back agreement until after the Tender Period has closed.
- 8 Disclosure is made by BlueScope in any document sent to shareholders pursuant to subsection 257C(2) of the Act, to the effect that shareholders are entitled to vote (in accordance with the voting rights attached to their Shares) at any meeting that is held before the end of the Tender Period.

Interpretation

ASX means Australian Stock Exchange Limited (ABN 98 008 624 691).

ASX Market Rules means the rules that form part of the operating rules of the ASX for the purposes of the Corporations Act 2001 (Cth) as at the date of this instrument.

Buy-Back Amount means the number of Shares determined by BlueScope to be bought back, provided that the number of Shares that BlueScope buys back, when combined with other Shares bought back by BlueScope during the 12 months before the commencement of the Tender Period, does not exceed 10% of the smallest number of votes attaching to voting shares of BlueScope on issue at any time during the 12 months before the date of the Buy-Back Invitations.

Buy-Back Invitations means the invitation by BlueScope to its shareholders to offer to sell Shares to BlueScope.

Buy-Back Price means the price at which BlueScope will buy back shares tendered in accordance with the Buy-Back Invitations.

Excluded Foreign Person means any person holding Shares:

- (a) to whom BlueScope would be prohibited from paying money pursuant to the:
 - (i) *Banking (Foreign Exchange) Regulations 1959* (Cth);
 - (ii) Part 4 of the *Charter of the United Nations Act 1945* (Cth);
 - (iii) *Charter of the United Nations (Terrorism and Dealings with Assets) Regulations 2002* (Cth);
 - (iv) *Charter of United Nations (Sanctions – Afghanistan) Regulations 2001*;
 - (v) *Iraq (Reconstruction and Repeal of Sanctions) Regulations 2003*; or
 - (vi) any other act, rule, or regulation prohibiting BlueScope from making payments to foreign persons;
- (b) to whom the Buy-Back Invitation may not lawfully be made under the laws of the jurisdiction in which they are resident; or

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- (c) whose participation in the buy-back is not permitted under the laws of the jurisdiction in which they are resident.

Final Price Tender means a Tender in which the shareholder elects to receive the Buy-Back Price determined under the Buy-Back Invitations.

Foreign Shareholders means holders of Shares who are in the United States or who are US Persons (as defined by regulation S under the United States Securities Act of 1933, as amended) or residents of the United States.

Market Price means the VWAP of BlueScope's ordinary shares on ASX over the five trading days up to and including the date the Tender Period closes, as determined by BlueScope.

Minimum Price means one of the Tender Discounts on the Tender Form that a shareholder may elect as a minimum price for their Shares to be bought back, which will operate as a condition to the acceptance by BlueScope of their Tender in the event their Shares would be otherwise acquired in accordance with the Buy-Back Invitation.

Plans means BlueScope Employee Share Ownership Plan and Employee Share Purchase Plan.

Priority Acquisition means the acquisition by BlueScope of:

- (a) the Priority Allocation from those shareholders who Tender more than the Priority Allocation at prices that are any one or more of the following:
- (i) if the Buy-Back Price is the price corresponding to the largest Tender Discount, as a Final Price Tender; or
 - (ii) the Buy-Back Price.
- (b) all of the Shares tendered by those shareholders who Tender a number of Shares equal to or less than the Priority Allocation at prices that are any one or more of the following:
- (i) if the Buy-Back Price is the price corresponding to the largest Tender Discount, as a Final Price Tender; or
 - (ii) the Buy-Back Price.

Priority Allocation means 250 Shares or such lesser number of Shares as is required to ensure that the Buy-Back Amount is not exceeded as a result of the aggregate number of Shares bought back by BlueScope pursuant to the:

- (a) Priority Acquisition; and
- (b) Small Holding Acquisition.

Record Date means on or around 3 March 2005.

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Restricted Employee Shares means fully paid ordinary shares held pursuant to the Plans that the holder would not be entitled to sell into the Share buy-back scheme under the terms of the Plan.

Scale Back Mechanism means the reduction of Shares bought back by BlueScope in the manner described in conditions 4 and 5 of Schedule C to ensure that the number determined by BlueScope as specified in condition 1 of Schedule C (or such lesser amount determined by BlueScope in accordance with its Buy-Back Invitations) is not exceeded and the Priority Acquisition and Small Holding Acquisition may be made.

Shares means fully paid ordinary shares in the capital of BlueScope (other than Restricted Employee Shares).

Shareholder means a registered holder of Shares.

Small Holding means less than or equal to 60 Shares.

Small Holding Acquisition means the acquisition by BlueScope of Shares from those shareholders who Tender all of their Shares at prices that are any one or more of the following:

- (a) a Final Price Tender;
- (b) at the Buy-Back Price; or
- (c) below the Buy-Back Price,

and would, but for this acquisition, have had a Small Holding created as a result of the Scale Back Mechanism.

Tender means an offer made in accordance with the Buy-Back Invitations by a holder of Shares to sell to BlueScope a specified number of Shares at a specified Tender Discount by delivering to BlueScope a tender form (which has not been withdrawn).

Tender Discount means one of the specified discounts to the Market Price (from 5% to 14%) as set out in the Tender Form.

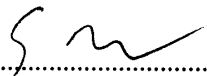
Tender Form means the form of offer by a shareholder to sell their nominated Shares to BlueScope, which is enclosed with the buy-back booklet and includes a form of offer amended in accordance with the procedures set out in the buy-back booklet.

Tender Period means the period within which shareholders may lodge, withdraw or amend a tender in accordance with the procedures set out in the buy-back booklet (that is 21 March 2005 until 9.00pm on 8 April 2005).

VWAP for a share over a period means the volume weighted average price of shares sold on the ASX excluding any transactions defined in the ASX Market Rules as special crossings, crossings prior to the commencement of normal trading, crossings during the closing phase and the after hours adjust phase, any overseas trades or trades pursuant to the exercise of options over Shares and any overnight crossings or other trades that the directors of BlueScope determine to exclude on the basis that the trades are not fairly reflective of natural supply and demand.

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Dated this 28th day of February 2005.

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



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ASIC

Australian Securities & Investments Commission

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

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

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

"the securities are not admitted to quotation within 3 months after the later of:
(i) the date of the disclosure document; and
(ii) the date of a supplementary disclosure document which relates to the matters referred to in subparagraph 724(1)(b)(ii) or subsection 724(1AA);";
2. paragraph 724(1)(a) of the Act was modified or varied by omitting the words "and that condition is not satisfied within 4 months after the date of the disclosure document" and substituting the words:

"and that condition is not satisfied within 4 months after the later of:
(iii) the date of the disclosure document; or
(iv) the date of a supplementary disclosure document which relates to the matters referred to in subparagraph 724(1)(b)(ii) or subsection 724(1AA) and which explains the effect of this paragraph and subsection 724(1AA)"; and
3. section 724 was amended by inserting the following subsection after subsection 724(1):

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

SCHEDULE A

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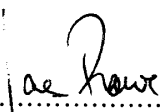
Advanced Engine Components Limited ACN 009 081 770 ("Issuer") and any person acting on its behalf.

SCHEDULE B

An offer or issue of securities of the Issuer under a prospectus lodged with ASIC on 21 October 2004, as supplemented by a supplementary prospectus to be lodged with ASIC on 17 January 2005.

Dated this 17 January 2005.

Signed:


.....
James Rowe, as delegate of the
Australian Securities and Investments Commission

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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, for a period of twelve calendar days after the date of this instrument, Chapter 5C of the Act applies to Village Life Limited ACN 081 797 033 (*Village Life*) in its capacity as the proposed responsible entity of the unregistered managed investment schemes in Schedule A in the case set out in the Schedule B as if Chapter 5C were modified or varied as follows:

1. in paragraph 601EA(4)(c), insert after the word "by":

"all except one of"

2. in section 601HC, insert after the word "all":

"except one of"

Schedule A

Village Life Salisbury

Village Life Tuncurry

Schedule B

Where an application for the registration of the managed investment schemes listed in Schedule A has been lodged with ASIC and all of the following apply:

- (a) the constitution and compliance plan for each of the schemes listed in Schedule A have been signed by all directors of Village Life except Mr James Brett Heading, date of birth 24 May 1956 (*Mr Heading*);
- (b) at the time the application for registration is lodged with ASIC, there is independent medical evidence that Mr Heading is medically unfit to perform his duties as a director of Village Life;
- (c) Mr Heading has signed the constitutions and compliance plans for other registered managed investment schemes of which Village Life is the responsible entity and those constitutions and compliance plans are materially similar to the constitutions and the compliance plans that are lodged with ASIC for each of the managed investment schemes listed in Schedule A; and
- (d) all other requirements under the Act with respect to registration of the managed investment schemes are met.

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Dated the 25th day of February 2005.

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

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

**ASIC 05 / 0193**

Australian Securities & Investments Commission

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

Under paragraph 601QA(1)(b) the Australian Securities and Investments Commission declares that Chapter 5C of the *Corporations Act 2001* ("Act") applies to Colonial First State Investments Limited ACN 002 348 352 in its capacity as responsible entity of the Colonial First State Wholesale Share Fund – Core (ARSN 113 024 212) until 31 March 2005 as if section 601GA was modified or varied by:

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

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

(7) In this section:

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

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

Dated this 2nd day of March 2005



Signed by Leigh Royce

as a delegate of the Australian Securities and Investments Commission

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**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 referred to in the Schedule until 31 March 2005 as if section 601GA of the Act was modified or varied by:

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

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

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

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

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

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(7) In this section:

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

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

Schedule

Macquarie Investment Management Limited ACN 002 867 003 in its capacity as responsible entity of the Macquarie Property Index Plus Fund II ARSN 113 068 241.

Dated this 1st day of March 2005



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

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Australian Securities and Investments Commission
Corporations Act 2001 — Paragraphs 911A(2)(l) and 1020F(1)(a) — Exemption

1. Under paragraph 911A(2)(l) of the *Corporations Act 2001* (the "Act"), the Australian Securities and Investments Commission ("ASIC") exempts, until 30 June 2005, the person referred to in Schedule A from the requirement to hold an Australian financial services licence for dealing in and providing financial product advice in relation to the financial product referred to in Schedule B in the case referred to in Schedule C on the conditions referred to in Schedule D and for so long as those conditions are met.
2. Under paragraph 1020F(1)(a) of the Act, ASIC exempts, until 30 June 2005, the person referred to in Schedule A from Part 7.9 of the Act in relation to the financial product referred to in Schedule B in the case referred to in Schedule C on the conditions referred to in Schedule D and for so long as those conditions are met.

Schedule A

Paymate Pty Ltd ACN 093 528 002 ("Issuer").

Schedule B

A facility or mechanism (the "Facility") that is issued by the Issuer and through which, or through the acquisition of which a person makes non-cash payments for goods and services where the Facility involves an online registration and payment system.

Schedule C

Where all of the following apply:

1. the Issuer has taken all reasonable steps to ensure that on each occasion a transaction is made by a client through the use of one or more Facilities issued to that client, the total amount paid by that client to make this transaction through all the Facilities issued to and used by that client does not exceed \$1,000; and
2. the total of the amounts available for making non-cash payments through the Facilities held by all clients does not, at any time, exceed \$10,000,000.

Schedule D

The Issuer must:

1. establish and maintain an internal dispute resolution system that complies as far as practicable with the Australian Standard AS4269-1995: *Complaints Handling* that covers complaints made in connection with any dealing in, or

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any provision of financial product advice in relation to, the Facility, or with any use of the Facility; and

2. ensure that any monies paid to the Issuer on account of an amount that may be paid by a client to another person (the "third party") through the Facility is paid as soon as practicable to, and held in, an account with an Australian ADI designated as a trust account until the Issuer is required to use the money to discharge the obligation to the third party for the provision of goods or services by the third party for which the non-cash payment was made through the Facility; and
3. at or before making an offer to a person to acquire the Facility (whether by issue or transfer):
 - (a) provide the person with a written document ("disclosure document") which sets out the terms and conditions of the Facility and if not already included in the terms and conditions, the following statements and such of the following information in a manner that is clear, concise and effective, as the person would reasonably require in order to assess the merits and risks of acquiring or using the Facility:
 - (i) a statement setting out the name, principal place of business and the address of the registered office of the Issuer; and
 - (ii) information about:
 - (A) the cost of using the Facility; and
 - (B) any other amounts that will or may be payable by the person in respect of the Facility, and the times at which those amounts will or may be payable; and
 - (iii) information about any other significant characteristics or features of the Facility and of the rights, terms, conditions and obligations attaching to the Facility; and
 - (iv) information about the dispute resolution system that covers complaints by clients and how that system may be accessed; and
 - (v) if the Issuer makes other information relating to the Facility available to clients or prospective clients, or to people more generally – a statement of how that information may be accessed; and
 - (b) where the terms or conditions of the Facility include a term or condition that:
 - (i) the Issuer may unilaterally vary the terms or conditions of the Facility; or

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- (ii) there is an expiry date by which the person can use any amount that can be used by the client for payment under the Facility,

ensure that those terms or conditions are set out in a prominent manner in the disclosure document; and

4. where a person is a client at the date of this instrument, the Issuer must:
 - (a) as soon as reasonably practicable after the date of this instrument, make available on its Internet website the disclosure document, in a manner reasonably likely to come to the attention of such a person; and
 - (b) on the next practicable date when the Issuer provides any other written material to the client, provide the disclosure document to the client; and
5. give written notice to clients of any material change to the terms and conditions of the Facility, and of any decision by the Issuer to withdraw the Facility at least 30 days before the change or withdrawal takes effect, or where the client is not required to be identified when acquiring or using the Facility, take reasonable steps to notify clients of any proposed material change to the terms and conditions of the Facility or of any proposal by the Issuer to withdraw the Facility at least 30 days before the change or withdrawal takes effect; and
6. establish and maintain a means by which each client can readily, and without the client incurring any cost imposed by the Issuer for doing so, find out the amount that can be used by the client for payment under the Facility; and
7. if requested by ASIC, provide any information about the operation of the Facility in writing within 20 business days of any such request or such other reasonable period as ASIC and the Issuer may agree having regard to the extent and detail of the information requested by ASIC.

Interpretation

For the purposes of this instrument:

1. **client** means a person who holds a Facility;
2. **dealing** has the meaning given by subsection 766C(1) of the Act;
3. **financial product** has the meaning given by subsection 763A(1)(c) of the Act and excludes anything that is not a financial product under sections 763D or 765A of the Act;
4. **financial product advice** has the meaning given by subsection 766B(1) of the Act;

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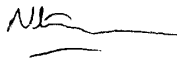
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5. *makes non-cash payments* has the meaning given by section 763D of the Act;
6. *mechanism* includes a certificate, voucher, token, card, coin or other object, including electronic cash or material token, that can be used for making a payment, or causing a payment to be made; and
7. *offer* has a meaning affected by subsection 1010C(2) of the Act.

Commencement

This instrument takes effect on gazettal.

Dated the 3rd day of March 2005



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

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

Under paragraph 601QA(1)(b) the Australian Securities and Investments Commission declares that Chapter 5C of the *Corporations Act 2001* applies to the person referred to in the Schedule until 31 March 2005 as if section 601GA was modified or varied by:

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

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

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

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

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

(7) In this section:

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

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

Schedule

Allco Managed Investments Limited ACN 101 402 635 in its capacity as responsible entity of Allco Wholesale Property Fund ARSN 113 020 643.

Dated this 3rd day of March 2005



Signed by Philippa Bell
as a delegate of the Australian Securities and Investments Commission

Corporations Act 2001
Subsection 164(3)

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

ADAMS, ISAACS & PARTNERS PTY. ACN 006 682 168 will change to a proprietary company limited by shares. The new name will be ADAMS, ISAACS & PARTNERS PTY LTD
ACN 006 682 168.

AUSTRALIAN SCIENCES PTY LTD ACN 107 289 234 will change to a public company limited by shares. The new name will be AUSTRALIAN SCIENCES LIMITED ACN 107 289 234.

IMAGINE ESSENTIAL SERVICES PTY LTD ACN 104 433 098 will change to a public company limited by shares. The new name will be IMAGINE ESSENTIAL SERVICES LIMITED
ACN 104 433 098.

MAINSTAY GROUP HOLDINGS PTY LTD ACN 110 845 693 will change to a public company limited by shares. The new name will be MAINSTAY GROUP HOLDINGS LTD
ACN 110 845 693.

SALTWATER FILMS PTY LIMITED ACN 110 997 067 will change to a public company limited by shares. The new name will be SALTWATER FILMS LTD ACN 110 997 067.

WALLACE FUNDS MANAGEMENT PTY LIMITED ACN 100 038 659 will change to a public company limited by shares. The new name will be WALLACE FUNDS MANAGEMENT LIMITED ACN 100 038 659.

AUSTRALIAN OLIVE HOLDINGS LTD ACN 078 862 085 will change to a proprietary company limited by shares. The new name will be AUSTRALIAN OLIVE HOLDINGS PTY LTD
ACN 078 862 085.

BAROSSA GE LIMITED ACN 059 814 818 will change to a proprietary company limited by shares. The new name will be BAROSSA GE PTY LTD ACN 059 814 818.

INVESTAS FINANCE LTD ACN 085 620 257 will change to a proprietary company limited by shares. The new name will be INVESTAS FINANCE PTY LTD ACN 085 620 257.

PERSONAL BROADBAND AUSTRALIA PTY LTD ACN 095 822 905 will change to a public company limited by shares. The new name will be PERSONAL BROADBAND AUSTRALIA LIMITED
ACN 095 822 905.

SOIL SUB TECHNOLOGIES PTY LTD ACN 078 388 155 will change to a public company limited by shares. The new name will be SOIL SUB TECHNOLOGIES LIMITED ACN 078 388 155.

CORPORATIONS ACT 2001
SECTION 601AH(1)

Notice is hereby given that the registration of
the companies mentioned below will be reinstated.

Dated this fourth day of March 2005

Jeremy McNeice :
DELEGATE OF
THE AUSTRALIAN SECURITIES AND INVESTMENTS COMMISSION

Name of Company	ACN
A & C HOWE PTY LTD	087 597 359
ACOSTA CONSTRUCTION PTY LTD	052 206 425
AJP TRANSPORT PTY. LTD.	098 783 763
ALLIED EDGE PROJECTS PTY LTD	077 775 663
BACTCHEST PTY LIMITED	010 575 407
BALLARAT DEEP FREEZE FOOD COMPANY PROPRIETARY LIMITED	004 362 323
BATEMAN MANAGEMENT SERVICES PTY LTD	088 184 301
BAZAAR OPTICS PTY. LTD.	056 524 317
BILL EDMONDS PRODUCTIONS PTY LTD	002 190 043
BOND PTY. LTD.	063 664 406
CAPERS (ACT) PTY LIMITED	008 603 076
C M PLAN PTY LTD	004 610 486
COLORIO INTERNATIONAL PTY LTD	097 278 094
COMMINS CORPORATION PTY LTD	107 479 274
COOMA POLO FLAT HOLDINGS PTY LTD	082 923 028
D. KAY PLUMBING PTY LTD	086 717 795
D. SAMSONIDIS PTY. LTD.	073 602 150
D & P OAG PTY LTD	072 891 395
DAYAKS PTY. LTD.	079 171 074
DENROOK PTY LTD	100 963 595
DEVELOPMENT CORPORATION LIMITED	066 377 035
DGL FIRE PROTECTION & GROUTING SYSTEMS PTY. LTD.	007 240 744
EAGLE SPIRIT INVESTMENTS PTY LTD	100 304 907
EAST CORP ENTERPRISES PTY. LTD.	100 646 151
EAST SANDERS PTY LTD	007 383 379

Name of Company	ACN
EQUANIMITY SUPERANNUATION PTY. LTD.	074 399 349
EXTREME TOYS PTY LTD	100 644 586
FENLINE INVESTMENTS PTY. LTD.	063 322 967
FIRST FINANCE LIMITED	068 182 776
FLORIDUZ HARVESTING COMPANY PTY. LTD.	056 392 324
FOGLIO PTY LTD	009 459 125
FOXWOOD NOMINEES PTY LTD	008 846 160
GARY YEDALIAN & ASSOCIATES PTY. LIMITED	052 149 112
GREENSLOPES PRIVATE HOSPITAL VETERANS RESEARCH FOUNDATION LTD	077 750 693
GUARD FINANCE (VIC) PTY. LTD.	077 215 135
GUARD FINANCE PTY. LTD.	073 722 353
GURRY & ASSOCIATES PTY.	007 075 498
H.E. CONSULTING SERVICES PTY. LTD.	075 334 299
HATMINE PTY. LTD.	010 830 127
HEALTHLINX.COM PTY. LTD.	092 264 894
HELENSBURGH PHOTOGRAPHICS PTY. LTD.	003 920 910
IDENTIC BOOKS HOLDINGS PTY LIMITED	084 652 460
INFASHION PTY LTD	060 246 219
J. & V. PESL PTY LTD	000 541 079
J.R. MANUFACTURING INDUSTRIES PTY. LTD.	004 604 997
JADMANA PTY LTD	002 019 034
JOHN NICHOLLS AUTOMOTIVE SERVICES PTY. LTD.	007 119 155
JONENZ PTY LIMITED	100 300 374
K.A. INTERNATIONAL MOTORS PTY. LIMITED	050 631 751
KALADOWN PTY. LTD.	007 182 041
KANTELL PTY. LTD.	074 056 107
KEES ENTERPRISES PTY. LTD.	087 656 255
KELLIDIE BAY (RURAL) PTY LTD	054 793 243
KIMLISA NOMINEES PTY. LIMITED	005 449 025
KIRKLAND PROPERTIES PTY LTD	073 867 642
KONWAY HOLDINGS PTY. LTD.	072 025 873
LUCKY CHOICE GOLD COAST NO.2 PTY LTD	101 082 080
MAGNIFY PTY LTD	088 806 875
MATELDA WOODS PTY. LTD.	074 608 923
MAYBURY INDUSTRIAL PTY LIMITED.	001 144 421
MEGALUBE PTY. LTD.	092 775 098
MERLOT PTY. LTD.	009 116 045

Name of Company	ACN
MIDDLEMAN TRANSPORT PTY LTD	090 165 110
MULTI BUILD (1988) PTY LTD	009 299 905
MYTOWN INTERNATIONAL PTY. LTD.	082 241 414
NEARSTOCK PTY. LTD.	076 853 686
NET TURING PTY. LTD.	080 622 153
NICHOLAS INTERIOR LININGS PTY LTD	000 880 286
NIRAMET PTY. LTD.	080 805 992
NRD ENGINEERING PTY. LTD.	100 811 952
OUTLOOK HOLDINGS PTY LTD	079 464 627
P.N.R. WESTERN HOLDINGS PTY. LTD.	072 527 372
PEGASUS TRANSPORT FREIGHT LOGISTICS PTY LTD	093 512 835
PHIL-MAK CONSTRUCTIONS PROPRIETARY LIMITED	009 556 754
POLLEYS BLOCKLAYING PTY LTD	087 522 352
QUAIL LANE PTY. LTD.	101 018 482
REAL GRANITE TOPS PTY LTD	096 812 289
RICHARD ZAITER PAINTERS & DECORATORS PTY. LIMITED	062 059 858
ROADTRAX SERVICES PTY. LTD.	092 070 016
SALLY-ANN PRODUCTIONS (AUST.) PTY. LTD.	004 843 323
SENTINEL ACCOUNTING SERVICES PTY LTD	065 549 555
SENTINEL FINANCIAL MANAGEMENT PTY. LTD.	065 645 105
SENTINEL MANAGEMENT SERVICES PTY. LTD.	065 645 221
SGR PROPERTY DEVELOPMENT PTY LTD	100 304 952
SMARTWOOD PRODUCTS PTY. LIMITED	078 279 240
SOUTH SEA FINANCE PTY LTD	099 681 937
SS SECURTIES PTY LTD	088 358 070
STANISTREET INVESTMENTS PTY LTD	002 379 213
STUART BROS. (HOLDINGS) PTY LIMITED	001 717 442
SWANCORP AUSTRALIA PTY. LIMITED	086 793 884
THE 303 DELI PTY. LTD.	006 854 717
TITINU PTY LTD	003 057 172
TOMERONG PTY. LIMITED	003 783 597
TONGARO PTY LTD	001 534 943
TOPWHEEL HR PTY LTD	090 058 398
TRENDLINE SOLUTIONS PTY. LTD.	007 219 276
TWENTY FIFTH BENELUX NOMINEES PTY. LTD.	005 527 695
WARREN & CHALKER PTY LTD	087 680 715
WOLLONGONG PAINTING SERVICE PTY LTD	100 897 998

Name of Company	ACN
YING'S SEAFOOD RESTAURANT PTY LIMITED	089 572 949
ZIGABOO CAPITAL PTY LIMITED	093 208 596
ZOOMSOUND PTY. LIMITED	003 994 670