



Commonwealth of Australia



ASIC

Australian Securities &
Investments Commission

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Contents

Notices under Corporations Act 2001

05/0402	05/0403
05/0404	05/0405
05/0408	05/0409
05/0410	

Change of company status

RIGHTS OF REVIEW

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

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**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 Part 5C of the Act applies to the person specified in Schedule A in the case referred to in Schedule B until 31 December 2005 as if section 601GC of the Act were modified or varied by:

1. in paragraph 601GC(1)(a), omitting "special resolution of the members of the scheme" and substituting "each and every member of the scheme providing their written consent to the modification, or repeal and replacement".

Schedule A

Lazard Asset Management Pacific Co ACN 064 523 619 ("the Responsible Entity") as responsible entity of Lazard Sunsuper Opportunities Fund ARSN 093 568 104 ("the Scheme").

Schedule B

1. The only unitholder in the Scheme is Sunsuper Pty Limited ACN 010 720 840.
2. All interests in the Scheme were issued in circumstances that did not require the Responsible Entity to issue a disclosure document or Product Disclosure Statement under the Act.

Dated this 22nd day of April 2005



Signed by Amney Alayan
as a delegate of the Australian Securities and Investments Commission

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

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Pursuant to subsection 601QA(1) of the *Corporations Act 2001* the Australian Securities and Investments Commission ("ASIC") hereby varies:

1. each instrument listed in Schedule A by replacing the text "30 June 2005" in subparagraph (b)(iii)(A) of that instrument with the text "31 March 2006";
2. each instrument listed in Schedule B by replacing the text "30 June 2005" in paragraph (5)(b) of Schedule C of that instrument with the text "31 March 2006";
3. each instrument listed in Schedule C by replacing the text "30 June 2005" in subparagraph (5)(c)(i) of Schedule C of that instrument with the text "31 March 2006"; and
4. each instrument listed in Schedule D by replacing the text "30 June 2005" in subparagraph (7)(b) of Schedule C of that instrument with the text "31 March 2006".

Schedule A

1. ASIC instrument No. 01/0432, dated 30 March 2001, exempting Shearwater Country Club Resort Ownership (Tasmania) Limited ACN 009 553 762 in relation to Shearwater Country Club located at the Boulevard, Shearwater, Tasmania.
2. ASIC instrument No. 01/0434, dated 30 March 2001, exempting Timesharing WA Pty Ltd ACN 008 768 661 in relation to Busselton Beach Resort.
3. ASIC instrument No. 01/0727, dated 13 June 2001, exempting Pacific View Resort No. 2 Limited ACN 010 318 297 in relation to Pacific View Resort located at 34 Victoria Terrace, Caloundra, Queensland.
4. ASIC instrument No. 01/0890, dated 12 July 2001, exempting Palm Court Limited ACN 010 074 334 in relation to Palm Court Resort located at 25 Mitti Street, Noosa Heads, Queensland.

Schedule B

1. ASIC instrument No. 01/0426, dated 30 March 2001, exempting Capri Waters Country Club Limited ACN 003 238 051 in relation to Capri Waters Country Club.

2

05 / 0403

2. ASIC instrument No. 01/0427, dated 30 March 2001, exempting Seashells Limited ACN 001 722 541 in relation to Seashells Interim Trust.

Schedule C

1. ASIC instrument No. 01/264, dated 28 March 2001, exempting Pacific Palms Resort Limited ACN 002 937 920 in relation to Pacific Palms Resort Trust.
2. ASIC instrument No. 01/0265, dated 28 March 2001, exempting Don Pancho Beach Resort Limited ACN 010 546 317.
3. ASIC instrument No. 01/0308, dated 27 March 2001, exempting Vacation Club Limited ACN 001 724 787 in relation to Vacation Club.
4. ASIC instrument No. 01/0309, dated 27 March 2001, exempting Lake Eildon Country Club Limited ACN 005 642 937 in relation to Lake Eildon Country Club Ltd trading as Mansfield Country Resort.
5. ASIC instrument No. 01/357, dated 26 March 2001, exempting Village Resort Vacations Ltd ACN 003 301 844 in relation to Village Resort Vacations Ltd.
6. ASIC instrument No. 01/0358, dated 26 March 2001, exempting Boambee Bay Timeshare Resort Ltd ACN 003 214 702 in relation to Boambee Bay Resort.
7. ASIC instrument No. 01/365, dated 29 March 2001, exempting Nepean Country Club Ltd ACN 006 273 132 in relation to Nepean Country Club Ltd ACN 006 273 132.
8. ASIC instrument No. 01/0366, dated 30 March 2001, exempting Mariner Shores Club Limited ACN 010 748 286 in relation to Mariner Shores Resort and Beach Club Trust.
9. ASIC instrument No. 01/0367, dated 30 March 2001, exempting Cedar Lake Country Limited ACN 009 986 814 in relation to Cedar Lake Country Club.
10. ASIC instrument No. 01/0368, dated 30 March 2001, exempting Kyneton Bushland Resort Limited ACN 007 447 645 in relation to Kyneton Bushland Resort located at 252 Edgcombe Road, Kyneton, Victoria.
11. ASIC instrument No. 01/0369, dated 30 March 2001, exempting Paradise Timeshare Club Limited ACN 002 888 557 in relation to Port Pacific Resort.
12. ASIC instrument No. 01/0370, dated 30 March 2001, exempting Silver Sands Timeshare Club Limited ACN 009 112 403 in relation to Silver Sands Resort located in Mandurah, Western Australia.
13. ASIC instrument No. 01/0371, dated 30 March 2001, exempting Holiday Concepts Management Limited ACN 006 353 180 in relation to The Bright Resort located at Stackey Gully Road, Bright, Victoria.

05 / 0403

14. ASIC instrument No. 01/0372, dated 30 March 2001, exempting Holiday Concepts Management Limited ACN 006 353 180 in relation to Lakeside Country Club located in Numurkah, Victoria.
15. ASIC instrument No. 01/0373, dated 30 March 2001, exempting Holiday Concepts Management Limited ACN 006 353 180 in relation to The Island Breeze Resort located in Cowes, Victoria.
16. ASIC instrument No. 01/0374, dated 30 March 2001, exempting Holiday Concepts Management Limited ACN 006 353 180 in relation to Riviera Beach Resort.
17. ASIC instrument No. 01/0425, dated 29 March 2001, exempting Sunshine Timeshare Club Limited ACN 010 497 855 in relation to Club Noosa Interim Trust.
18. ASIC instrument No. 01/0428, dated 30 March 2001, exempting Eastcoast Timeshare Pty Ltd ACN 006 627 121 in relation to Manly National Trust located at 22 Central Avenue, Manly, New South Wales.
19. ASIC instrument No. 01/0429, dated 30 March 2001, exempting Eastcoast Timeshare Pty Ltd ACN 006 627 121 in relation to Golden Leaf Trust.
20. ASIC instrument No. 01/0430, dated 30 March 2001, exempting Eastcoast Timeshare Pty Ltd ACN 006 627 121 in relation to Bayview Trust.
21. ASIC instrument No. 01/0433, dated 30 March 2001, exempting Kalbarri Vacations Limited ACN 009 155 293 in relation to Kalbarri Vacations Resort located at Cnr. Clotworthy and Gray Streets, Kalbarri, Western Australia.
22. ASIC instrument No. 01/0670, dated 29 May 2001, exempting Lake Edge Resort Limited ACN 006 812 415.
23. ASIC instrument No. 01/0782, dated 18 June 2001, exempting Magnetic Shoals Limited ACN 010 491 282 in relation to Magnetic Shoals Island Palms Resort located at 13 The Esplanade, Nelly Bay, Magnetic Island, Queensland.
24. ASIC instrument No. 01/0874, dated 12 July 2001, exempting Sunraysia Resort Limited ACN 006 279 778 in relation to Sunraysia Resort.
25. ASIC instrument No. 01/0903, dated 17 July 2001, exempting Korora Bay Village Limited ACN 001 779 200 in relation to Korora Bay Village Resort located at James Small Drive, Coffs Harbour, New South Wales.

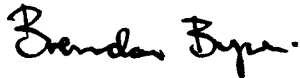
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Schedule D

1. ASIC instrument No. 05/0379, dated 31 January 2005, exempting The Ambassador's Club Limited ACN 010 593 647 in relation to the Hyatt Regency Resort Coolum.
2. ASIC instrument No. 05/0380, dated 31 January 2005, exempting The President's Club Limited ACN 010 593 263 in relation to the Hyatt Regency Resort Coolum.

Dated this 22nd day of April 2005



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

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Australian Securities and Investments Commission
Corporations Act 2001 – Subsections 741(1) and 1020F(1) - Exemption

Under paragraphs 741(1)(a) and 1020F(1)(a) of the Corporations Act 2001 (“Act”), the Australian Securities and Investments Commission (“ASIC”) exempts the person specified in Schedule A from compliance with Parts 6D.2 and 6D.3 and Division 5A of Part 7.9 of the Act in the case referred to in Schedule B on the condition specified in Schedule C.

Schedule A

Parmalat S.p.A. Org No. 113 471 757 (“New Parmalat”)

Schedule B

An invitation to the Australian Creditors of the Parmalat Group to vote on the Proposal of Composition with Creditors of the Parmalat Group given by way of Notice from the Extraordinary Commissioner of Companies Proposing the Composition and contained in the Official Prospectus, to the extent that the invitation includes, inter alia, an offer to transfer securities of New Parmalat held by the Fondazione Creditori Parmalat to the Australian Creditors, and may constitute an “offer” for the purposes of Chapter 6D of the Act.

Schedule C

1. That New Parmalat give notice of the invitation to vote on the Proposal of Composition with Creditors of the Parmalat Group to the Australian Creditors by publishing a copy of the notice or such notice as is approved by ASIC, in the Australian Financial Review on or before 6 May 2005.

In this instrument,

“**Australian Creditors**” means the identified Australian resident creditors and any Australian resident Bondholders or trade creditors admitted to the list of creditors of companies of the Parmalat Group under the Extraordinary Administration.

“**Bondholders**” means the bearer of the financial instruments pertaining to the bonded loans specified in the schedule attached to the Notice from the Extraordinary Commissioner of Companies Proposing the Composition contained in the Official Prospectus and admitted to the list of creditors of companies of the Parmalat Group under the Extraordinary Administration.

“**Extraordinary Administration**” means the extraordinary administration of the Parmalat Group contemplated in Italian Decree Law no. 347 of 23 December 2003, as subsequently amended.

“**Extraordinary Commissioner**” means Mr Enrico Bondi who was appointed as extraordinary commissioner of the Extraordinary Administration on 27 December 2003.

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“**Fondazione Creditori Parmalat**” means the foundation established by the Extraordinary Commissioner, acting pursuant to an authorisation from the Italian Ministry of Production Activities, for the benefit of the unsecured creditors of the Parmalat Group.

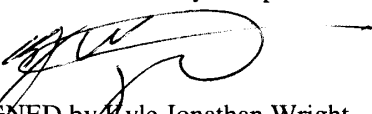
“**Official Prospectus**” means the New Parmalat prospectus to be filed with the Italian Securities Exchange Commission on or about 25 April 2005.

“**Parmalat Group**” means Parmalat S.p.A., Parmalat Finanziaria S.p.A., Eurolat S.p.A., Lactis S.p.A., Geslat S.r.l., Parmengineering S.r.l., Contal S.r.l., Newco S.r.l., Panna Elena C.P.C. S.r.l., Centro Latte Centallo S.r.l., Dairies Holding International BV, Parmalat Capital Netherlands BV, Parmalat Finance Corporation BV, Parmalat Netherlands BV, Olex SA and Parmalat Soparfi S.p.A..

“**Proposal of Composition of Creditors**” means the proposal of composition with creditors of the Parmalat Group made in accordance with the Restructuring Program.

“**Restructuring Program**” means the restructuring program of the Parmalat Group authorised on the 23 of July 2004 by the Italian Minister for Productive Activities acting in concert with the Italian Minister for Agricultural and Forestry Policies as subsequently amended, pursuant to the Extraordinary Administration.

DATED the 22nd day of April 2005.



SIGNED by Kyle Jonathan Wright
As delegate of the Australian Securities & Investments Commission.

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**Australian Securities and Investments Commission
Corporations Act 2001 — Paragraphs 741(1)(a), 911A(2)(l) and 1020F(1)(a) —
Exemption**

First Exemption:

1. Under paragraphs 741(1)(a) and 1020F(1)(a) of the *Corporations Act 2001* (the “Act”) the Australian Securities and Investments Commission (“ASIC”) exempts the following persons:
 - (a) the issuer;
 - (b) any associated body corporate of the issuer;
 - (c) the Trustee; and
 - (d) any related bodies corporate of the Trustee,

from Parts 6D.2, 6D.3 (except section 736) and 7.9 where the person:

- (i) arranges for the issue of financial products under a Previous Offer; or
- (ii) issues a financial product under a Previous Offer,

on the conditions set out in the Schedule.

Second Exemption:

2. Under paragraph 911A(2)(l) ASIC exempts a person who is exempt from Part 6D.2 or Part 7.9 because of the First Exemption from the requirement to hold an Australian financial services licence for the provision of the following financial services:
 - (a) the provision of a custodial or depositary service in connection with a Previous Offer where the provider of the service performs their duties in good faith and has sufficient resources to perform those duties; and
 - (b) dealing in a financial product in the course of providing a custodial or depositary service covered by paragraph (a); and
 - (c) dealing in a financial product in connection with a Previous Offer where any acquisition by purchase or disposal of the financial product occurs outside this jurisdiction and through a person who is licensed or otherwise authorised to deal in those financial products in the relevant place,

on the conditions set out in the Schedule.

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The following conditions apply:

1. the issuer must:
 - (a) ensure that all Participants are given a copy of the Notice within 14 days from the date of this instrument, or by the Vesting Date, whichever is the earlier; and
 - (b) provide to ASIC a copy of the Notice (which need not contain details of the offer particular to the Participant such as the identity or entitlement of the Participant) and of each accompanying document not later than 7 days after the first provision of that material to a Participant; and
2. the issuer must comply (or, in the case of the issuer which does not have a registered office in this jurisdiction, cause an associated body corporate which does so have a registered office to comply) with any undertaking required to be made in the Notice by reason of this instrument; and
3. the issuer must keep at its registered office in this jurisdiction (or, in the case of an issuer which does not have a registered office in this jurisdiction, cause an associated body corporate which does so have a registered office) and make available to ASIC, upon request, a register of Participants and enter in the register:
 - (a) the name and address of each Participant;
 - (b) the extent of the holding of each Participant;
 - (c) the date at which the name of each Participant was entered in the register; and
 - (d) the date at which any Participant's participation ceased; and
4. the financial services referred to in the Second Exemption are offered by the Trustee to the Participants solely for the purpose of the HSBC Employee Share Scheme.

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

Interpretation

In this instrument:

1. except where otherwise stated, references to provisions are to provisions of the Act;
2. the HSBC Employee Share Scheme shall not be regarded as extended to a person other than an eligible employee only because such an employee may renounce an offer of financial products made to them under the scheme in favour of their nominee;

3. "approved foreign market" means: **0 5 / 0 4 0 5**
- (a) American Stock Exchange, Deutsche Borse, Euronext Amsterdam, Euronext Paris, Italian Exchange, Kuala Lumpur Stock Exchange (Main and Second Boards), London Stock Exchange, New York Exchange, New Zealand Stock Exchange, Singapore Exchange, Stock Exchange of Hong Kong, Swiss Exchange, Tokyo Stock Exchange or Toronto Stock Exchange, provided that:
 - (i) unless otherwise expressly stated, if any such market involves more than one board, only the main board is an approved foreign market; and
 - (ii) such a market is not to be taken not to be an approved foreign market at a particular time only because it was known by another name at that time; or
 - (b) NASDAQ National Market;
4. "associated body corporate" of the issuer means:
- (a) a body corporate that is a related body corporate of the issuer; or
 - (b) a body corporate that has voting power in the issuer of not less than 20%; or
 - (c) a body corporate in which the issuer has voting power of not less than 20%;
5. "Australian dollar equivalent" in relation to a price, means a price calculated by reference to the relevant exchange rate published by an Australian bank no earlier than the business day before the day to which the price relates;
6. "current market price" means in relation to a share, the price published by the operator of the principal financial market on which the share is quoted as the final price for the previous day on which the share was traded on that financial market;
7. "eligible employee" means, in relation to the issuer, a person who is at the time of an offer under the HSBC Employee Share Scheme, a full or part-time employee or director of the issuer or of an associated body corporate of the issuer;
8. "HSBC Employee Share Scheme" means the HSBC Holdings Restricted Share Plan 2000 as governed by the Rules and the Trust Deed;
9. "issuer" means HSBC Holdings plc, a public listed company registered in the United Kingdom;
10. "offer" has a meaning affected by sections 700, 702 and 1010C;
11. "Notice" means a document that:
- (a) if the Participant has not been provided with a copy or a summary of the Rules prior to the date of this instrument — includes or is accompanied by a copy, or a summary, of the Rules; and

- (b) if a summary (rather than a copy) of the Rules is given — includes an undertaking that before the Vesting Date, the issuer (or, in the case of the issuer which does not have a registered office in this jurisdiction, an associated body corporate of the issuer which does so have a registered office) will, within a reasonable period of the Participant so requesting, provide the Participant without charge with a copy of the Rules; and
 - (c) includes an undertaking to, and an explanation of the way in which, the issuer (or in the case of the issuer which does not have a registered office in this jurisdiction, an associated body corporate of the issuer which does so have a registered office) will, before the Vesting Date, within a reasonable period of the Participant requesting, make available to the Participant the current market price (or, where that price is denominated in a foreign currency, the Australian dollar equivalent of that price) of shares in the same class as those offered or to which the Previous Offer relates;
12. "Participant" means an eligible employee:
- (a) to whom a Previous Offer was made;
 - (b) who has accepted such an offer; and
 - (c) who resides in and is a resident of Australia,
- but excludes those whose participation has ceased prior to the date of this instrument;
13. "Previous Offer" means an offer that was made before the date of this instrument for issue or sale of:
- (a) fully-paid shares in the issuer in the same class as shares which have been quoted on an approved foreign market throughout the 12 month period immediately before the offer without suspension for more than a total of 2 trading days during that period; or
 - (b) units of fully-paid shares referred to in paragraph (a); or
 - (c) rights for the issue or transfer of shares referred to in paragraph (a) where no monetary consideration is paid for those rights,
- under the HSBC Employee Share Scheme that extended only to eligible employees;
14. "Rules" means the rules of the HSBC Holdings Restricted Share Plan 2000 in the form provided to ASIC on the issuer's behalf on 24 January 2005;
15. "Trustee" means Abacus Corporate Trustee Limited, a foreign trust company incorporated under the laws of Jersey, as trustee of the HSBC Employee Share Scheme;
16. "Trust Deed" means the trust deed dated 21 February 2001 made between the issuer and the Trustee relating to the HSBC Holdings Employee Benefit Trust 2001 (No.2) in the form provided to ASIC on the issuer's behalf on 24 January 2005;

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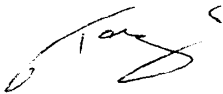
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17. "unit" in relation to a share means a legal or equitable right or interest in the share;
and
18. "Vesting Date" in relation to each Previous Offer means the date on which the shares subject to the offer vest unconditionally in the Participant free of all restrictions imposed on that offer.

Commencement

This instrument takes effect on gazettal.

Dated this 27th day of April 2005



Signed by Tony Yiu

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 – 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 Peet and Company Limited (ACN 008 665 834) in its capacity as responsible entity of the Peet Income Property Fund (ARSN 113 746 615) until 30 June 2005 as if section 601GA was modified or varied by:

1. in subsection (1), omitting "The" and substituting "Subject to subsections (5), (6), (7) and (8), the";
2. in subsection (4), omitting "If" and substituting "Subject to subsections (5), (6), (7) and (8), if";
3. adding after subsection 601GA(4):
 - "(5) The constitution does not have to make adequate provision for transaction costs associated with the acquisition of an interest in the scheme or a withdrawal from the scheme where the responsible entity discloses the basis on which those costs are calculated:
 - (a) in each Product Disclosure Statement for interests in the scheme that is given to a person as a retail client while the constitution does not make such provision; or
 - (b) where a Product Disclosure Statement is not required to be given, in each information memorandum for interests in the scheme that is given to a person while the constitution does not make such provision.
 - (6) The constitution does not have to make adequate provision for the consideration to acquire an interest in the scheme or the proceeds payable upon a withdrawal from the scheme to the extent that it depends on determining the value of an asset that is scheme property or the amount of a liability that may be satisfied from scheme property where the responsible entity:
 - (a) reasonably believes that the value or amount cannot be objectively ascertained at the relevant time; and
 - (b) discloses a general description of the valuation methods and policies it will apply in determining the value or amount:

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05 / 0408

- (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) 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 a scheme to the extent that it depends on the particular time when the Responsible Entity is to determine 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) documents the methods used to determine, and the reasons for, the selection of the time when it determines the value of an asset that is scheme property or the amount of a liability that may be satisfied from scheme property and why that time is reasonable; and
 - (b) provides a copy of that documentation free of charge to any member who requests it; and
 - (c) ensures that the Product Disclosure Statement for interests in the scheme informs members of their right to access that.

- (8) The constitution does not have to make adequate provision for any application fee that must be paid to acquire an interest in the scheme provided that:
 - (a) The constitution states the maximum amount of application fees that will be charged to acquire an interest in the scheme;
 - (b) each Product Disclosure Statement for interests in the scheme that is given to a person as a retail client while the constitution does not make such provision states the actual amount of application fees that must be paid to acquire an interest in the scheme;
 - (c) where a Product Disclosure Statement is not required to be given, each information memorandum for interests in the scheme that is given to a person while the constitution does not make such provision states the actual amount of application fees that must be paid to acquire an interest in the scheme.

- (9) In this section:

application fee means the fee (if any) that must be paid to the responsible entity to acquire an interest in the scheme, which is determined by the responsible entity and does not exceed 5% of the consideration to acquire an interest in the scheme.

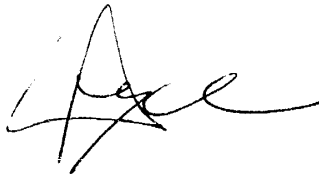
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05 / 0408

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 22nd day of April 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 — 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 set out 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 set out in Schedule D and for so long as those conditions are met.

Schedule A

Ausfuel Pty Ltd ACN 111 881 997 and any other issuer of the Ausfuel Rewards ("Issuer")

Schedule B

A facility through which, or through the acquisition of which, a client makes non-cash payments that is constituted by, or is a component of, the Ausfuel Rewards ("Scheme").

Schedule C

Where at all times:

- (a) the Scheme provides benefits to clients based on the clients' use of, or expenditure on, the goods or services of participating merchants or is reasonably likely to promote spending on the goods or services of participating merchants; and
- (b) the Scheme includes a reward redemption facility whereby:
 - (i) clients are allocated credits as a result of using, or spending on, the goods or services of participating merchants; and
 - (ii) the credits allocated to a client can be used by the client for a reward redemption; and
- (c) clients are not able to make a cash contribution in exchange for credits except where:
 - (i) they are making a reward redemption; and
 - (ii) the amount of credits exchanged for cash does not exceed 20% of the credits used for the reward redemption; and
 - (iii) the credits exchanged for cash are immediately used for the reward redemption; and
- (d) the Issuer has adequate resources and arrangements in place to reasonably ensure clients making a reward redemption are able to obtain the reward they are seeking to obtain as and when they make reward redemptions under the Scheme.

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Schedule D**0 5 / 0 4 0 9**

The Issuer must:

1. establish and maintain an internal dispute resolution system that complies as far as practicable with the Australian Standard on Complaints Handling AS4269-1995 that covers complaints made in connection with a dealing in, or the provision of financial product advice in relation to, the Scheme, or use of the Scheme; and
2. ensure that any monies paid to the Issuer, on account of any amount that may be payable to a participating merchant for the provision of goods or services or for a reward redemption under the Scheme, is paid as soon as practicable to, and held in, an account with an Australian ADI designated as a trust account until:
 - (a) the Issuer is required to use the money to discharge the obligation to the participating merchant; or
 - (b) in accordance with the terms and conditions of the Scheme, the Issuer is no longer required to use the money to discharge the obligation to the participating merchant; and
3. at or before making an offer to a person to participate in the Scheme, provide the person a written document ("disclosure document") which sets out, in a manner that is clear, concise and effective, the following statements and such of the following information as the person would reasonably require in order to assess the merits and risks of participating in the Scheme:
 - (a) a statement setting out the name, principal place of business and registered office of the Issuer; and
 - (b) information about:
 - (i) the cost of participating in the Scheme; and
 - (ii) any other amounts that will or may be payable by the person in respect of the Scheme, and the times at which those amounts will or may be payable; and
 - (c) information about any other significant characteristics or features of the Scheme and of the rights, terms, conditions and obligations attaching to the Scheme; and
 - (d) information about the dispute resolution system that covers complaints by clients and how that system may be accessed; and
 - (e) if the Issuer makes other information relating to the Scheme available to clients or prospective clients, or to persons more generally – a statement of how that information may be accessed; and
4. where the terms or conditions of the Scheme include a term or condition that:
 - (a) the Issuer may unilaterally vary the terms or conditions of the Scheme; or
 - (b) there is an expiry date by which the person can use their credits to make a reward redemption;ensure that those terms or conditions are set out in a prominent manner in the disclosure document; and
5. 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 a person seeking information about the Scheme on that site; and

3

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- (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
6. give written notice to clients of any proposed material change to the terms and conditions of the Scheme, and of any proposal by the Issuer to withdraw the Scheme, at least 30 days before the change or withdrawal takes effect; and
 7. establish and maintain a means by which the client can readily, and without cost to the client, find out the credits available to the client that can be used by the client to make a reward redemption under the Scheme; and
 8. provide any information in writing as and when requested by ASIC in relation to the Scheme, within 20 business days of any such request.

Interpretation

In this instrument:

client means a person who is a participant in the Scheme;

credits in relation to the Scheme, includes credits, points, tokens, certificates, vouchers and electronic cash (whether or not they have been attributed a monetary value) that can be used under the Scheme for making a reward redemption;

financial product advice has the meaning given by subsection 766B(1) of the Act;

makes non-cash payments has the meaning given by section 763D of the Act;

offer has a meaning affected by subsection 1010C(2) of the Act;

participating merchant means a person who provides goods or services which under the Scheme may be used or purchased by a client to obtain credits;


reward means a good or service, or a discount on a good or service, or another thing of use or benefit to a client; and

reward redemption means use of credits by a client to make payment, or cause payments to be made, for a reward.

Commencement

This instrument takes effect on gazettal.

Dated this 29th day of April 2005.



Signed by Tien Quach
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 (*ASIC*) declares that Chapter 5C of the Act applies to Storage King Funds Management Limited ACN 109 324 834 in its capacity as the responsible entity of the Storage King Property Fund ARSN 111 629 559 (the *Trust*) in the case set out in the Schedule as if Chapter 5C were modified or varied as follows:

1. the following words were added at the end of paragraph 601GA(1)(a):

"except to the extent the constitution contains provisions to the effect that interests in the scheme that form a component part of a Stapled Security may be issued, at a price determined by the responsible entity, where:

 - (i) the interests are issued pursuant to offers made at substantially the same time; and
 - (ii) the sum of the prices of the interest and the share which make up the Stapled Security is to equal the current issue price for the Stapled Security, as defined in the constitution of the scheme, at the time the offers are made;" and
2. omit paragraph 601FC(1)(c) and substitute:

"(c) act in the best interests of members (having regard to both their interests as holders of interests in the scheme and their interests as holders of shares in a company, where the share and the interest 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 the members; and";
3. omit paragraph 601FD(1)(c) and substitute:

"(c) act in the best interests of members (having regard to both their interests as holders of interests in the scheme and their interests as holders of shares in a company, where the share and the interest 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 the members; and";
4. section 601LC were modified or varied by adding after notional subsection 208(2) of the Act as included in that section:

"(2A) Member approval is not required for the giving of a 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 (the *Scheme*); or
 - (ii) could endanger the Scheme property; and
 - (b) each of the interests in the Scheme is either:

2

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- (i) a component part of a Stapled Security, together with shares in a company (the *Company*); or
 - (ii) held other than as a component part of a Stapled Security by the Company or one of its wholly owned entities.
- (c) the benefit is given by:
- (i) the responsible entity of the Scheme; 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 the Company, or to any wholly owned entity of the Company.

(2B) For the purposes of this section, an entity is wholly owned by another entity if all of the shares in the first-mentioned entity are held by the second-mentioned entity or a wholly owned entity of it."

5. After section 601PC insert:

"601PD

For the purposes of this Chapter:

Stapled Security means an interest in a registered scheme and a share in a company which must on the terms on which they are traded only be transferred together."

Schedule

Where under the terms on which an interest in the Trust and a share in Storage King Operations Limited ACN 112 457 075 are traded they can only be transferred together.

Dated this 28th day of April 2005



Signed by Andrew Yik

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.

ASSOCIATED NATIONAL FINANCE BROKERS LIMITED ACN 091 049 955 will change to a proprietary company limited by shares. The new name will be ASSOCIATED NATIONAL FINANCE BROKERS PTY LIMITED ACN 091 049 955.

FASTFORESTS LIMITED ACN 096 411 424 will change to a proprietary company limited by shares. The new name will be FASTFORESTS PTY LTD ACN 096 411 424.

RUSSELL FINANCIAL SOLUTIONS LIMITED ACN 010 799 041 will change to a proprietary company limited by shares. The new name will be RUSSELL FINANCIAL SOLUTIONS PTY LTD ACN 010 799 041.

AZEGO IDENTIFICATION TECHNOLOGIES (AU) LIMITED ACN 090 724 280 will change to a proprietary company limited by shares. The new name will be AZEGO IDENTIFICATION TECHNOLOGIES (AU) PTY LIMITED ACN 090 724 280.

MITCHELL MORGAN LIMITED ACN 107 680 606 will change to a proprietary company limited by shares. The new name will be MITCHELL MORGAN PTY LIMITED ACN 107 680 606.