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ASIC

Australian Securities &
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RIGHTS OF REVIEW

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

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**Australian Securities and Investments Commission
Corporations Act 2001 — Paragraphs 601QA(1)(a), 911A(2)(l), 992B(1)(a) and
1020F(1)(a) — Exemption**

1. Under paragraph 601QA(1)(a) of the *Corporations Act 2001* (the *Act*), the Australian Securities and Investments Commission (*ASIC*) exempts the persons referred to in Schedule A from section 601ED of the Act in the case referred to in Schedule B on the conditions set out in Schedule C.
2. Under paragraphs 911A(2)(l), 992B(1)(a) and 1020F(1)(a) of the Act ASIC exempts the persons referred to in Schedule A in the case referred to in Schedule B on the conditions set out in Schedule C from:
 - (a) sections 992AA and 1017F of the Act; and
 - (b) the requirement to hold an Australian financial services licence for the provision of financial services by that person in relation to dealing in interests in a managed investment scheme of the kind and offered on the basis referred to in Schedule B.
3. Under paragraphs 992B(1)(a) of the Act ASIC exempts a person (other than a person referred to in Schedule A) in the case of an offer to sell an interest in a managed investment scheme referred to in Schedule B and offered on a basis that appears to comply with Schedule C, from section 992AA of the Act.

SCHEDULE A — WHO IS EXEMPT

- (a) Poplar Street Developments Pty Ltd (ACN 106 844 973) (*operator and promoter*); and
- (b) I.S.R.E Pty Ltd (ACN 007 285 814) (*promoter*).

SCHEDULE B — SCHEMES EXEMPTED

Operating a managed investment scheme which involves an owner (*investor*) of real property (*strata unit*), in the investor's discretion, making their strata unit available for use by a person (*operator*) as part of a serviced apartment, hotel, motel or resort complex located at 16-18 Poplar Street, Box Hill, Victoria developed in accordance with an approval of a local government organisation that was given to ASIC on 10 August 2005 and in relation to which on 1 March 2000 there was no person who had bought or agreed to buy a strata unit and who, before agreeing to buy, had been offered an interest in the scheme, where:

- (a) the sale of the strata unit is not and was not conditional on participation in the serviced strata scheme;
- (b) each investor and the operator may withdraw from participation in the scheme on no more than 90 days notice and an investor that withdraws will not be bound after that notice expires to allow use of their strata unit except for occupation of the strata unit:
 - (i) by a person other than the operator or an associate of the operator; and

- (ii) under an agreement that the operator made with that person before the notice of withdrawal was given;
- (c) each investor may, if the investor withdraws from participation in the scheme, appoint another person to manage their strata unit;
- (d) the operator is licensed in relation to the conduct of the letting services under the law of a State or Territory or is a financial services licensee;
- (e) no payment is liable to be made by an investor to participate in the scheme other than:
 - (i) payment of money to buy the strata unit;
 - (ii) one or more payments of the investor's reasonable proportion of the operator's fees and expenses with respect to the management of the scheme where in any 3 month period the total of such payments relates to a period of no more than 3 months and where:
 - (A) that total is reasonably commensurate with the work done or to be done, or the expenses incurred or likely to be incurred (as the case may be), by the operator during the period to which the payments relate; and
 - (B) where a FFE Fund has been established for the investor — no payment or part thereof is used for the replacement, repair or refurbishment of furniture, fittings and equipment of the strata unit in relation to the period to which the payment relates unless all money in the Fund has first been expended; and
 - (iii) where a FFE Fund has been established for the investor — one or more payments into the Fund where:
 - (A) each payment is by way of a deduction from rental income of the scheme that would otherwise be paid to the investor in relation to a period and does not exceed 3% of the gross rent attributable to the investor for the period; and
 - (B) the balance of the Fund at all times does not exceed \$5,000 for each strata unit made available by the investor for use as part of the scheme;
- (f) there is no obligation on any person to ensure that other owners of strata units agree to participate in the scheme; and
- (g) the serviced apartment, hotel, motel or resort complex is operated in accordance with a written agreement entered into or to be entered into between the operator and each investor which agreement includes provisions as specified in Schedule D.

SCHEDULE C — CONDITIONS ON OPERATORS AND PROMOTERS

1. The operator must ensure that any part of the scheme property held in cash or on deposit with an Australian ADI or another financial institution must be held on trust for the members in a trust account and subject to audit as to whether the moneys have been dealt with in accordance with the terms of the trust by a registered company auditor at least annually.

2. Where a FFE Fund has been established for an investor, the operator must ensure that:

(a) the money comprising the Fund is held on trust for the investor in a trust account and subject to audit as to whether the money has been dealt with in accordance with the terms of the trust by a registered company auditor at least annually; and

(b) the balance of the Fund is promptly returned to the investor at the termination of the scheme or upon the investor's withdrawal from the scheme, whichever occurs first.

3. Each promoter that is involved in making an offer of interests in the scheme for issue must not engage in any misleading or deceptive conduct or conduct that is likely to mislead or deceive in connection with those offers.

4. The operator must comply with the provisions specified in Schedule D which are included in the agreement referred to in paragraph (g) of Schedule B.

SCHEDULE D — PROCEDURES FOR TRANSFERRING MANAGEMENT RIGHTS

1. Transfer of management rights

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

(b) If an operator fails to complete that transfer within the 9 month period, the operator must cause the transfer of the management rights to a replacement operator named in a written notice given by a majority of scheme members, at a price specified in the notice.

(c) A transfer referred to in paragraphs (a) or (b) must be done as soon as practicable, but if there is a body corporate for the real property to which the scheme relates, there must be a reasonable time for members of the body corporate to consider whether to make a decision referred to in paragraph 2(b) unless the body corporate has consented to the transfer.

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

(a) If an operator receives a notice under paragraph 1(b) of this Schedule, the operator must advise all body corporate members of the name of the person to whom the transfer is to be made.

(b) Unless the body corporate has consented to the transfer, an operator does not have to transfer the management rights to the person named in the notice described in paragraph 1(b) of this Schedule if a majority of body corporate members state in writing to the operator that the person should not be engaged by the body corporate to perform care-taking functions.

(c) If a majority of body corporate members make a decision referred to in paragraph 2(b) of this Schedule, a majority of scheme members may then at any time

name a replacement operator by a written notice, to whom the operator must transfer the management rights at a price specified in the notice and the notice will be taken to be given in accordance with paragraph 1(b) of this Schedule.

(d) This paragraph 2 does not apply if the body corporate or a majority of body corporate members agree in writing to the transfer to the person named in a notice under paragraph 1(b) or 2(c) of this Schedule before that notice is given to the operator.

3. *Price payable on transfer*

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

- (a) the average of two valuations of the management rights by independent qualified valuers nominated by the Australian Property Institute (or another relevant independent professional body approved by ASIC); or
- (b) the highest bona fide bid for the management rights (excluding a bid by the operator or its associates) at an auction of which at least 60 days' notice had been given; or
- (c) the highest bona fide amount tendered (excluding any tender by the operator or its associates) for the management rights following reasonable efforts to market the property for at least 60 days.

4. *Voting*

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

5. *Costs*

- (a) Any member may arrange a valuation or auction of, or may market, the management rights before or after the expiration of the 9 month period referred to in paragraph 1(a) of the Schedule for the purposes of determining a price to be specified in a notice under paragraph 1(b) of this Schedule.
- (b) If a member incurs any reasonable valuation, auction or marketing costs under paragraph 5(a) of this Schedule that member is entitled to be reimbursed out of the price payable by any person nominated by the members as transferee of the management rights when the price is paid to the operator.

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6. *Assistance*

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

7. *Definitions*

In this Schedule:

scheme members means investors in the scheme excluding the operator and its associates;

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

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

Interpretation

In this instrument:

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

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

Dated this 19th day of August 2005



Signed by Eugene Kee Loong Foo

as a delegate of the Australian Securities and Investments Commission

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Australian Securities and Investments Commission
Corporations Act 2001 — Paragraphs 601QA(1)(a), 911A(2)(l), 992B(1)(a) and
1020F(1)(a) — Exemption

1. Under paragraph 601QA(1)(a) of the Corporations Act 2001 (the *Act*), the Australian Securities and Investments Commission (*ASIC*) exempts Lindsay Lee Pty Ltd ACN 056 890 816 (the *operator*) from section 601ED of the Act in the case referred to in Schedule A on the conditions set out in Schedule B.
2. Under paragraphs 911A(2)(l), 992B(1)(a) and 1020F(1)(a) of the Act ASIC exempts the operator in the case referred to in Schedule A on the conditions set out in Schedule B from:
 - (a) sections 992AA and 1017F of the Act; and
 - (b) the requirement to hold an Australian financial services licence for the provision of financial services by that person in relation to dealing in interests in a managed investment scheme of the kind and offered on the basis referred to in Schedule A.
3. Under paragraphs 992B(1)(a) of the Act ASIC exempts a person (other than a person referred to in Schedule A) in the case of an offer to sell an interest in a managed investment scheme referred to in Schedule A and offered on a basis that appears to comply with Schedule B, from section 992AA of the Act.

SCHEDULE A — SCHEMES EXEMPTED

Operating a managed investment scheme which involves an owner (*investor*) of real property (*strata unit*), in the investor's discretion, making their strata unit available for use by the operator as part of a serviced apartment, hotel, motel or resort complex known as "The Reef Retreat", located at 10-14 Harpa Street, Palm Cove, Queensland developed in accordance with an approval of a local government organisation that was given to ASIC on 18 August 2005 and in relation to which on 1 March 2000 there was no person who had bought or agreed to buy a strata unit and who, before agreeing to buy, had been offered an interest in the scheme, where:

- (a) the sale of the strata unit is not and was not conditional on participation in the serviced strata scheme;
- (b) each investor and the operator may withdraw from participation in the scheme on no more than 90 days notice and an investor that withdraws will not be bound after that notice expires to allow use of their strata unit except for occupation of the strata unit:
 - (i) by a person other than the operator or an associate of the operator; and
 - (ii) under an agreement that the operator made with that person before the notice of withdrawal was given;
- (c) each investor may, if the investor withdraws from participation in the scheme, appoint another person to manage their strata unit;

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- (d) the operator is licensed in relation to the conduct of the letting services under the law of a State or Territory or is an financial services licensee;
- (e) no payment is liable to be made by an investor to participate in the scheme other than:
 - (i) payment of money to buy the strata unit;
 - (ii) one or more payments of the investor's reasonable proportion of the operator's fees and expenses with respect to the management of the scheme where in any 3 month period the total of such payments relates to a period of no more than 3 months and where:
 - (A) that total is reasonably commensurate with the work done or to be done, or the expenses incurred or likely to be incurred (as the case may be), by the operator during the period to which the payments relate; and
 - (B) where a FFE Fund has been established for the investor — no payment or part thereof is used for the replacement, repair or refurbishment of furniture, fittings and equipment of the strata unit in relation to the period to which the payment relates unless all money in the Fund has first been expended; and
 - (iii) where a FFE Fund has been established for the investor — one or more payments into the Fund where:
 - (A) each payment is by way of a deduction from rental income of the scheme that would otherwise be paid to the investor in relation to a period and does not exceed 3% of the gross rent attributable to the investor for the period; and
 - (B) the balance of the Fund at all times does not exceed \$5,000 for each strata unit made available by the investor for use as part of the scheme;
- (f) there is no obligation on any person to ensure that other owners of strata units agree to participate in the scheme; and
- (g) the serviced apartment, hotel, motel or resort complex is operated in accordance with a written agreement entered into or to be entered into between the operator and each investor which agreement includes provisions as specified in Schedule C.
- (h) the operator is not aware of any circumstances in which the Act required a Product Disclosure Statement to be given to a person in relation to the scheme and:
 - (i) no Product Disclosure Statement was given to the person; or

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- (ii) a Product Disclosure Statement was given to the person, but the Product
 - Disclosure Statement did not comply with the Act.

SCHEDULE B — CONDITIONS ON OPERATORS

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

SCHEDULE C — PROCEDURES FOR TRANSFERRING MANAGEMENT RIGHTS

1. *Transfer of management rights*
 - (a) If a majority of scheme members advise the operator in writing that they wish to terminate the operator's engagement, the operator must within 9 months transfer the management rights to a person that is chosen by the operator that has not been involved in the operation (including promotion) of the scheme and is not controlled by a person that has been involved in the operation (including promotion) of the scheme.
 - (b) If an operator fails to complete that transfer within the 9 month period, the operator must cause the transfer of the management rights to a replacement operator named in a written notice given by a majority of scheme members, at a price specified in the notice.
 - (c) A transfer referred to in paragraphs (a) or (b) must be done as soon as practicable, but if there is a body corporate for the real property to which the scheme relates, there must be a reasonable time for members of the

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body corporate to consider whether to make a decision referred to in paragraph 2(b) unless the body corporate has consented to the transfer.

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

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

3. *Price payable on transfer*

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

- (a) the average of two valuations of the management rights by independent qualified valuers nominated by the Australian Property Institute (or another relevant independent professional body approved by ASIC); or
- (b) the highest bona fide bid for the management rights (excluding a bid by the operator or its associates) at an auction of which at least 60 days' notice had been given; or
- (c) the highest bona fide amount tendered (excluding any tender by the operator or its associates) for the management rights following reasonable efforts to market the property for at least 60 days.

4. *Voting*

- (a) In determining if there is a majority of scheme members or body corporate members, the operator and its associates and any person nominated as a replacement operator and associates of that person must not be counted.

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- (b) For scheme members, a majority is based on their entitlement to vote at body corporate meetings if there is a body corporate for the property to which the scheme relates, and otherwise each member shall have one vote.
- (c) For body corporate members, a majority is based on their entitlement to vote at body corporate meetings.
- (d) A scheme member or a body corporate member makes a decision by signing a document that sets out the decision.

5. Costs

- (a) Any member may arrange a valuation or auction of, or may market, the management rights before or after the expiration of the 9 month period referred to in paragraph 1(a) of the Schedule for the purposes of determining a price to be specified in a notice under paragraph 1(b) of this Schedule.
- (b) If a member incurs any reasonable valuation, auction or marketing costs under paragraph 5(a) of this Schedule that member is entitled to be reimbursed out of the price payable by any person nominated by the members as transferee of the management rights when the price is paid to the operator.

6. Assistance

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

7. Definitions

In this Schedule:

scheme members means investors in the scheme excluding the operator and its associates;

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

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

Interpretation

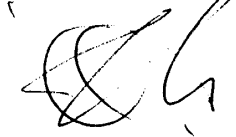
In this instrument:

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

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

Dated this 19th day of August 2005

A handwritten signature in black ink, appearing to be 'Tien Quach', written over a faint circular stamp or seal.

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 — Paragraphs 911A(2)(l) and 992B(1)(a)— Exemption

1. Under paragraph 911A(2)(l) of the *Corporations Act 2001* (**the Act**), ASIC exempts the person referred to in Schedule A from the requirement to hold an Australian financial services licence for the provision of financial services by that person in relation to dealing in interests in a managed investment scheme of the kind and offered on the basis referred to in Schedule B.
2. Under paragraphs 992B(1)(a) of the Act, ASIC exempts the person referred to in Schedule A in the case of an offer to sell an interest in a managed investment scheme of the kind and offered on the basis referred to in Schedule B.

Schedule A

Hedley Morgan Investments Pty Limited ACN 078 677 602 (**promoter**)

Schedule B

Operating a managed investment scheme, which involves an owner (**investor**) of real property (**strata unit**), in the investor's discretion, making their strata unit available for use by a person (**operator**) as part of a serviced apartment complex known as "City Quays Apartments" located at 6-10 Lake Street, Cairns, Queensland and in relation to which on 1 March 2000 there was no person who had bought or agreed to buy a strata unit and who, before agreeing to buy, had been offered an interest in the scheme, where:

- (a) the sale of the strata unit is not and was not conditional on participation in the serviced strata scheme;
- (b) each investor and the operator may withdraw from participation in the scheme on no more than 90 days notice and an investor that withdraws will not be bound after that notice expires to allow use of their strata unit except for occupation of the strata unit:
 - (i) by a person other than the operator or an associate of the operator; and
 - (ii) under an agreement that the operator made with that person before the notice of withdrawal was given;
- (c) each investor may, if the investor withdraws from participation in the scheme, appoint another person to manage their strata unit;
- (d) the operator is licensed in relation to the conduct of the letting services under the law of a State or Territory or is a financial services licensee;
- (e) no payment is liable to be made by an investor to participate in the scheme other than:

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- (i) payment of money to buy the strata unit;
- (ii) one or more payments of the investor's reasonable proportion of the operator's fees and expenses with respect to the management of the scheme where in any 3 month period the total of such payments relates to a period of no more than 3 months and where:
 - (A) that total is reasonably commensurate with the work done or to be done, or the expenses incurred or likely to be incurred (as the case may be), by the operator during the period to which the payments relate; and
 - (B) where a FFE Fund has been established for the investor — no payment or part thereof is used for the replacement, repair or refurbishment of furniture, fittings and equipment of the strata unit in relation to the period to which the payment relates unless all money in the Fund has first been expended; and
- (iii) where a FFE Fund has been established for the investor — one or more payments into the Fund where:
 - (A) each payment is by way of a deduction from rental income of the scheme that would otherwise be paid to the investor in relation to a period and does not exceed 3% of the gross rent attributable to the investor for the period; and
 - (B) the balance of the Fund at all times does not exceed \$5,000 for each strata unit made available by the investor for use as part of the scheme;
- (f) there is no obligation on any person to ensure that other owners of strata units agree to participate in the scheme;
- (g) the serviced apartment is operated in accordance with a written agreement entered into or to be entered into between an operator and each investor which agreement includes provisions as specified in Schedule C;
- (h) the operator is not aware of any circumstances in which the Act required a Product Disclosure Statement to be given to a person and:
 - (i) no Product Disclosure Statement was given to the person; or
 - (ii) a Product Disclosure Statement was given to the person, but the Product Disclosure Statement did not comply with the Act;
- (i) The operator takes reasonable steps to ensure that any part of the scheme property held in cash or on deposit with an Australian ADI or another financial institution is held on trust for the members in a trust account and subject to audit as to whether the moneys have been dealt with in accordance with the terms of the trust by a registered company auditor at least annually;

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

Schedule C

1. *Transfer of management rights*

- (a) If a majority of scheme members advise the operator in writing that they wish to terminate the operator's engagement, the operator must within 9 months transfer the management rights to a person that is chosen by the operator that has not been involved in the operation (including promotion) of the scheme and is not controlled by a person that has been involved in the operation (including promotion) of the scheme.
- (b) If an operator fails to complete that transfer within the 9 month period, the operator must cause the transfer of the management rights to a replacement operator named in a written notice given by a majority of scheme members, at a price specified in the notice.
- (c) A transfer referred to in paragraphs (a) or (b) must be done as soon as practicable, but if there is a body corporate for the real property to which the scheme relates, there must be a reasonable time for members of the body corporate to consider whether to make a decision referred to in paragraph 2(b) unless the body corporate has consented to the transfer.

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

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

3. *Price payable on transfer*

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

- (a) the average of two valuations of the management rights by independent qualified valuers nominated by the Australian Property Institute (or another relevant independent professional body approved by ASIC); or
- (b) the highest bona fide bid for the management rights (excluding a bid by the operator or its associates) at an auction of which at least 60 days' notice had been given; or
- (c) the highest bona fide amount tendered (excluding any tender by the operator or its associates) for the management rights following reasonable efforts to market the property for at least 60 days.

4. *Voting*

- (a) In determining if there is a majority of scheme members or body corporate members, the operator and its associates and any person nominated as a replacement operator and associates of that person must not be counted.

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- (b) For scheme members, a majority is based on their entitlement to vote at body corporate meetings if there is a body corporate for the property to which the scheme relates, and otherwise each member shall have one vote.
- (c) For body corporate members, a majority is based on their entitlement to vote at body corporate meetings.
- (d) A scheme member or a body corporate member makes a decision by signing a document that sets out the decision.

5. *Costs*

- (a) Any member may arrange a valuation or auction of, or may market, the management rights before or after the expiration of the 9 month period referred to in paragraph 1(a) of this Schedule for the purposes of determining a price to be specified in a notice under paragraph 1(b) of this Schedule.
- (b) If a member incurs any reasonable valuation, auction or marketing costs under paragraph 5(a) of this Schedule that member is entitled to be reimbursed out of the price payable by any person nominated by the members as transferee of the management rights when the price is paid to the operator.

6. *Assistance*

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

7. *Definitions*

In this Schedule:

scheme members means investors in the scheme excluding the operator and its associates;

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

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

Interpretation

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In this instrument:

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

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

Dated this 18th day of August 2005



Signed by Philippa Bell
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 December 2005 as if section 601GA was modified or varied by:

1. in subsection (1), omitting "The" and substituting "Subject to subsections (5), (6) and (7), the";
2. in subsection (4), omitting "If" and substituting "Subject to subsections (5), (6) and (7), 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) The constitution does not have to make adequate provision for any initial fee that must be paid to acquire an interest in the scheme provided that:

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- (a) the constitution states the maximum amount of initial 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:
 - (i) the maximum amount of initial fees that must be paid to acquire an interest in the scheme; and
 - (ii) the factors that will affect the actual amount of initial fees that must be paid to acquire an interest in the scheme; and
- (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:
 - (i) the maximum amount of initial fees that must be paid to acquire an interest in the scheme; and
 - (ii) the factors that will affect the actual amount of initial fees that must be paid to acquire an interest in the scheme.

(8) In this section:

initial fee means the fee (if any) that must be paid to the responsible entity to acquire an interest in the scheme and does not exceed 5% of the consideration to acquire an interest in the scheme;

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;

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

Reckson Australia Management Ltd ACN 114 294 281 in its capacity as responsible entity of Reckson New York Property Trust ARSN 115 585 709.

Dated this 17th day of August 2005



Signed by Tien Quach
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: Meridian Forex Pty Limited ACN: 085 137 328 ("the Licensee")
L21, Tower 2, 201 Sussex 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 241079 held by the Licensee with effect from the date on which this notice is given to the Licensee.

Dated this 15 August 2005.

Signed

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

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Australian Securities and Investments Commission
Corporations Act 2001 - Paragraphs 283GA(1)(a), 601QA(1)(a), 741(1)(a), 911A(2)(l), 992B(1)(a) and 1020F(1)(a) -
Exemption

First Exemption: disclosure relief for offers of shares, rights and options

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:
 - (a) a person from Parts 6D.2, 6D.3 (except section 736) and 7.9 where the person:
 - (i) makes an eligible offer;
 - (ii) offers to arrange for the issue of financial products under an eligible offer;
 - (iii) issues a financial product under an eligible offer,
 that does not involve a contribution plan, on the conditions set out in the Schedule and for so long as the conditions are met; and
 - (b) a person (other than a person covered by paragraph (a)) from Part 7.9 where the person makes a recommendation to acquire financial products under an eligible offer that does not involve a contribution plan, except where the person is aware, or ought reasonably to be aware, that any of the conditions set out in the Schedule have not been met.

Second Exemption: disclosure and other relief for offers involving a contribution plan

2. Under paragraphs 283GA(1)(a), 741(1)(a) and 1020F(1)(a) ASIC exempts:
 - (a) a person from:
 - (i) Parts 2L.1, 2L.2, 2L.3, 2L.4 and 2L.5; and
 - (ii) Parts 6D.2 and 6D.3 (except section 736); and
 - (iii) Part 7.9,
 where the person:
 - (iv) makes an eligible offer;
 - (v) offers to arrange for the issue of financial products under an eligible offer;
 - (vi) issues a financial product under an eligible offer,
 that involves a contribution plan but does not involve the issuer or any associated body corporate offering any eligible employee of the issuer a loan or similar financial assistance for the purpose of, or in connection with, the acquisition of financial products to which the offer relates, on the conditions set out in the Schedule and for so long as the conditions are met; and
 - (b) a person (other than a person covered by paragraph (a)) from Part 7.9 where the person makes a recommendation to acquire financial products under an eligible offer to which paragraph (a) relates, except where the person is aware, or ought reasonably to be aware, that any of the conditions set out in the Schedule have not been met.
3. For the avoidance of doubt, under paragraph 601QA(1)(a) ASIC exempts a person who operates a managed investment scheme only by reason of operating a contribution plan relating to an eligible offer to which paragraph (a) relates from section 601ED in relation to the operation of that managed investment scheme.

Third Exemption: licensing and hawking relief

4. Under paragraph 911A(2)(l) of the Act ASIC exempts a person who is exempt from Part 6D.2 or Part 7.9 because of the First or Second Exemption (other than because the person made a recommendation to acquire financial products) from the requirement to hold an Australian financial services licence for the provision of a financial service consisting of general advice reasonably given in connection with an offer referred to in those exemptions (including any general advice given in the offer document) where the offer document for the offer includes a statement to the effect that any advice given by the person in connection with the offer is general advice only, and that employees should consider obtaining their own financial product advice from an independent person who is licensed by ASIC to give such advice.
5. Under paragraph 911A(2)(l) of the Act ASIC exempts:
 - (a) an issuer who is exempt from Part 6D.2 or Part 7.9 because of the First or Second Exemption; and
 - (b) any associate of the issuer,

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from the requirement to hold an Australian financial services licence for the provision of the following financial services:

- (c) the provision of a custodial or depositary service in connection with an eligible offer covered by the First or Second Exemption where the provider of the service performs their duties in good faith and has sufficient resources to perform those duties; and
 - (d) dealing in a financial product in the course of providing a custodial or depositary service covered by paragraph (c); and
 - (e) dealing in a financial product in connection with an eligible offer covered by the First or Second Exemption where any acquisition by purchase or disposal of the product (by the issuer or an associate) occurs either:
 - (i) through a person who holds an Australian financial services licence authorising the holder to deal in financial products or a dealers licence issued under the old Corporations Act authorising the holder to deal in securities; or
 - (ii) outside this jurisdiction and through a person who is licensed or otherwise authorised to deal in financial products in the relevant place; and
 - (f) in the case where paragraph 3 of the Second Exemption applies — dealing in an interest in a managed investment scheme that is exempt from section 601ED because of that paragraph.
6. Under paragraphs 741(1)(a) and 992B(1)(a) ASIC exempts a person who is exempt from Part 6D.2 or Part 7.9 because of the First, Second or Third Exemption from sections 736, 992A and 992AA in relation to offers made in the course of, or because of, unsolicited meetings or telephone calls reasonably held or made in connection with the offer.

Schedule

The following conditions apply:

1. the person making the offer must:
 - (a) include that offer in an offer document; and
 - (b) take reasonable steps to ensure that any eligible employee to whom the offer is made is given a copy of the offer document; and
 - (c) provide to ASIC a copy of the offer document (which need not contain details of the offer particular to the employee such as the identity or entitlement of the employee) and of each accompanying document not later than 7 days after the first provision of that material to an employee; and
2. the issuer must comply (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 to comply) with any undertaking required to be made in the offer document by reason of this instrument; and
3. in the case where the employee share scheme may involve the issue of shares (including as a result of the exercise of an option or the vesting of a conditional right) — the issuer must take reasonable steps to ensure that the number of shares the subject of the offer or to be received on exercise of an option or the vesting of a conditional right when aggregated with:
 - (a) the number of shares in the same class which would be issued were each outstanding offer with respect to shares, units of shares and rights and options to acquire unissued shares, under an employee share scheme to be accepted or exercised; and
 - (b) the number of shares in the same class issued during the previous 5 years pursuant to the employee share scheme or any other employee share scheme extended only to eligible employees of the issuer;
 but disregarding any offer made, or option or right acquired or share issued by way of or as a result of:
 - (c) an offer to a person situated at the time of receipt of the offer outside this jurisdiction; or
 - (d) an offer that was an excluded offer or invitation within the meaning of the Corporations Law as in force before the commencement of Schedule 1 to the Corporate Law Economic Reform Program Act 1999; or
 - (e) an offer that did not need disclosure to investors because of section 708; or
 - (f) an offer that did not require the giving of a Product Disclosure Statement because of section 1012D; or
 - (g) an offer made under a disclosure document or Product Disclosure Statement,

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must not exceed 5% of the total number of issued shares in that class of the issuer as at the time of the offer; and

4. in the case where an offer of shares is made through a trust:
 - (a) the trustee must hold the shares on trust for each person (a "beneficiary") who acquires units of shares under an eligible offer; and
 - (b) the trustee must cause proper written financial records to be maintained in respect of the activities of the trust and cause those records to be audited annually and made available for inspection by the beneficiaries at an office of the trustee or a place of business of the issuer during normal business hours or such other time as is agreed with beneficiaries; and
 - (c) the trustee must ensure that each share to which a unit held by a beneficiary relates is identified in the written financial records as being held on account of that beneficiary; and
 - (d) the trustee must not levy any fees or charges for operating and administering the trust, either payable directly by the beneficiaries or out of the assets of the trust; and
 - (e) except as expressly provided by the trust deed, a beneficiary must have the capacity to authorise the trustee to sell at or above the current market price the shares to which he or she is entitled to under the deed; and
 - (f) the trustee must provide a copy of the trust deed to ASIC at the same time as a copy of the offer document is provided to ASIC in accordance with this instrument; and
 - (g) the issuer must ensure that the trust deed contains covenants binding the trustee and their agents, if any, to the effect that a beneficiary possesses substantially the same rights in respect of the shares to which the units of shares they hold relate as if they were the legal owner of the shares, including the right to:
 - (i) direct the trustee how the voting rights attaching to the shares shall be exercised, either generally or in any particular case; and
 - (ii) receive the income deriving from the shares, including dividends declared by the issuer in respect of those shares.

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. an 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:
 - (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 Stock 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 an 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 price relates;

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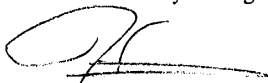
6. "contribution plan" means a plan under which a participating eligible employee may save money by regular deductions from wages or salary (including through salary sacrifice arrangements) towards paying for shares offered for issue or sale under an employee share scheme where the terms and conditions of the contribution plan include terms and conditions to the effect that:
 - (a) all deductions from wages or salary made in connection with participation in the contribution plan must be authorised by the employee on the same form of application which is used in respect of the offer, or on a form which is included in or accompanies the offer document;
 - (b) before transferring contributions to acquire shares, any contributions made by an employee as part of the contribution plan must be held by the issuer in trust for the employee in an account of:
 - (ii) an Australian ADI; or
 - (ii) a branch within the United Kingdom of a bank incorporated in the United Kingdom, which is established and kept by the issuer only for the purpose of depositing contribution moneys and other money paid by employees for the shares on offer under the employee share scheme; and
 - (c) the employee may elect to discontinue their participation in the contribution plan at any time and as soon as practicable after that election is made all money deposited in the account referred to in paragraph (b) above in relation to that employee, including any accumulated interest, must be repaid to that employee;
7. "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;
8. "eligible employee" means, in relation to an issuer, a person who is at the time of an offer under an employee share scheme, a full or part-time employee or director of the issuer or of an associated body corporate of the issuer;
9. "eligible offer" means an offer for issue or sale of:
 - (a) fully-paid shares in an issuer in the same class as shares which have been quoted on the financial market operated by Australian Stock Exchange Limited or an approved foreign market throughout the 3 month period immediately before the offer without suspension for more than a total of 2 trading days during that period; or
 - (b) options or rights to receive the issue or transfer of shares referred to in paragraph (a) where each of the options or rights are offered for no more than nominal consideration
 made under any Shell Employee Share Plan extended only to eligible employees of the issuer;
10. "financial product advice" has the meaning given by section 766B;
11. "general advice" has the meaning given by section 766B;
12. "issuer" means a body that issues shares that are the subject of an employee share scheme (including where those shares are subject to an option, offered through a trust or are a component of stapled securities);
13. "nominal consideration" means consideration of not more than 1 cent per option;
14. "offer" has a meaning affected by sections 700, 702 and 1010C;
15. "offer document" means a document setting out an offer under an employee share scheme that:
 - (a) includes or is accompanied by a copy, or a summary, of the rules of the scheme under which the offer is made; and
 - (b) if a summary (rather than a copy) of the rules of the scheme is given — includes an undertaking that during the period (the "offer period") during which an eligible employee may acquire the financial products offered or exercise options acquired under the scheme, the issuer (or, in the case of an 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 employee so requesting, provide the employee without charge with a copy of the rules of the scheme; and
 - (c) specifies in respect of the shares, shares subject to the options or rights:
 - (i) the acquisition price in Australian dollars;
 - (ii) where the acquisition price is specified in a foreign currency, the Australian dollar equivalent of

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that price at the date of the offer; or

- (iii) where the acquisition price is to be worked out in the future under a formula, the Australian dollar or Australian dollar equivalent of that price were that formula applied at the date of the offer; and
 - (d) includes an undertaking, and an explanation of the way in which, the issuer (or in the case of an 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, during the offer period, within a reasonable period of the employee requesting, make available to the employee:
 - (i) 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 subject to the options or rights; or
 - (ii) where subparagraph (c)(ii) or (iii) applies, the information referred to in that paragraph as updated to that date; and
 - (e) except in the case of an offer covered by the Second Exemption — discloses the conditions, obligations and risks associated with any loan or financial assistance offered by the issuer or any associated body corporate of it for the purpose of acquiring financial products under the scheme; and
 - (f) in the case of an offer covered by the Second Exemption — specifies:
 - (i) the bank account where contributions for the purposes of the contribution plan are held;
 - (ii) the length of time they may be held; and
 - (iii) the rate of interest payable (if any) on the contributions held in the account;
16. "old Corporations Act" has the meaning given by subsection 1410(1);
17. "Shell Employee Share Plans" means each of the following employee share schemes extended to eligible employees:
- (a) the Performance Share Plan (PSP) that is substantially in the form described in the document entitled Rules of the Long Term Incentive Plan (Performance Share Plan), Restricted Stock Plan and Deferred Bonus Plan provided to ASIC on 19 July 2005; and
 - (b) the Global Employee Share Purchase Plan (GESPP) that is substantially in the form described in the document entitled Global Employee Share Purchase Plan provided to ASIC on 19 July 2005;
- or any successor plans which replace those plans, the rules of which do not differ in any material respects.
18. "unit" in relation to a share means a legal or equitable right or interest in the share.

Dated this 16th day of August 2005



Signed by Jerry Pearson
as a delegate of ASIC

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

Pursuant to paragraph 601QA(1)(b) the Australian Securities and Investments Commission declares that Chapter 5C of the *Corporations Act 2001* applies to the person referred to in the Schedule until 31 December 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:
information memorandum means a document provided to wholesale clients, as defined in section 761G, in connection with the offer to

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issue, offer to arrange for the issue or the issue of interests in the scheme; and

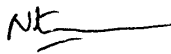
transaction costs means, in relation to the acquisition of an interest in the scheme or a withdrawal request, the amount that is included in the price at which the interest is acquired or has been deducted from the amount that would otherwise be paid in meeting the request that is reasonably attributable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

Domaine Property Funds Limited ACN 085 616 824 in its capacity as responsible entity of the following registered managed investment schemes:

- (a) SEQ Growth Fund ARSN 115 639 971;
- (b) SEQ Growth Trust ARSN 115 639 800.

Dated this 19th day of August 2005



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

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**Australian Securities and Investments Commission
Corporations Act 2001 - Section 601QA(1)(b) - 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 of the Act applies to the person referred to in Schedule A in the case specified in Schedule B as if section 601GAA (as notionally inserted into the Act by ASIC Class Order [CO 05/26]) was modified as set out in Schedule C.

Schedule A

Macquarie Infrastructure Investment Management Limited (ACN 072 609 271) (*responsible entity*) as responsible entity of Macquarie Infrastructure Trust (I) (ARSN 092 863 780) (*MIT(I)*) and Macquarie Infrastructure Trust (II) (ARSN 092 863 548) (*MIT(II)*) (together *the schemes*).

Schedule B

The offer of interests in the schemes on or before 1 September 2005 to institutional investors (*placement*) in accordance with subsection 601GAA(2) as notionally inserted into the Act by ASIC Class Order [CO 05/26] and modified by this instrument where:

1. the responsible entity determines that the issue price is in the best interests of members of the schemes as a whole, without reference to the interests of any of its associates;
2. all offers of interests in the schemes are made under the same terms and conditions;
3. all parties who are offered interests in the schemes receive the same information;
4. the proportion of interests applied for by an associate of the responsible entity that is issued to that party is no greater than the proportion of interests applied for that is issued to any person who is not an associate of the responsible entity acquiring interests in the schemes; and
5. after the placement, the proportion of total interests in the scheme held by an associate of the responsible entity that was a member of the scheme immediately before the offer was made does not exceed the proportion of total interests in the scheme held by that associate immediately before the offer was made, unless any increase in the proportion of scheme interests the associate holds is:
 - (a) attributable to minor changes in the underlying beneficial holdings of interests; or

- (b) consistent with the temporary nature of the associate's fiduciary holding. 05 / 0882

Schedule C

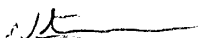
1. Adding at the end of paragraph 601GAA(2)(b), as notionally inserted into the Act by ASIC Class Order [CO 05/26]:
"(unless the responsible entity or a person associated with the responsible entity will acquire and hold the interests in a fiduciary capacity)"; and
2. Inserting the following subsection immediately after subsection 601GAA(12), as notionally inserted into the Act by ASIC Class Order [CO 05/26]:
"(12A) For the purposes of subsection (2), a person is taken to hold interests in a fiduciary capacity if the person holds those interests as:
 - (a) a nominee for third parties; or
 - (b) a trustee of a trust; or
 - (c) a responsible entity of another registered managed investment scheme; or
 - (d) a life insurer or its agent in respect of the life insurer's statutory funds maintained under the *Life Insurance Act 1995* (Cth)."

Interpretation

In this instrument:

institutional investor means a person who is a wholesale client as defined by section 761G of the Act.

Dated this 19th day of August 2005



Signed by Nita Alexander
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**

Pursuant to paragraph 601QA(1)(b) the Australian Securities and Investments Commission declares that Chapter 5C of the *Corporations Act 2001* applies to the person referred to in the Schedule until 31 December 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 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

Portfolio Partners Limited ACN 066 081 114 as responsible entity for Portfolio Partners Dividend Builder ARSN 115 694 794

Dated this 22nd day of August 2005



Signed by Eugene Kee Loong Foo
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) — Declarations**

Under subsections 741(1) and 1020F(1) of the Corporations Act 2001 (**Act**) the Australian Securities and Investments Commission (**ASIC**) hereby declares that Chapters 6D and 7 of the Act apply to all persons in relation to an offer made in or accompanied by the document specified in Schedule A (**Disclosure Document**) in the case referred to in Schedule B as if a reference to:

- (a) disclosure document in paragraphs 723(1)(a), 728(1)(a) and 728(1)(b) of the Act;
- (b) prospectus in paragraph 723(1)(a) of the Act;
- (c) a copy of a prospectus in subsections 721(3) and 727(2) of the Act; and
- (d) Statement in paragraph 1015E(1),

includes a reference to a document or copy of a document that differs from the Disclosure Document to the following extent:

- (e) the Key Statistics Comparison table on page 7 is amended as follows:
 - against the item "Total Retail sales A\$Bn" in the column for Australia, deleting the number "39" and replacing it with the number "200".

Schedule A

The combined prospectus and product disclosure statement lodged on 2 August 2005 by Centro MCS Manager Limited ABN 69 051 908 984 as the responsible entity of the Centro MCS 35 Trust ARSN 113 176 471 (**Trust 1**) and Centro MCS 35 Trust ARSN 114 635 531 (**Trust 2**) to the extent that the offer comprises units in Trust 1 and Trust 2 and Centro Watt America REIT IV, Inc ARBN 114 828 241 to the extent that the offer comprises unsecured notes of that corporation

Schedule B

All offers made in or accompanied by the Disclosure Document where:

- (a) no application form is attached to the Disclosure Document lodged with ASIC;
- (b) no application form has been distributed with the Disclosure Document or a copy of the Disclosure Document prior to the date of this instrument; and

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- (c) any application form accompanying the Disclosure Document or a copy of the Disclosure Document on or after the date of this instrument discloses the difference between the Disclosure Document and the Disclosure Document lodged with ASIC.

Dated this 17th day of August 2005.



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

**ASIC**

Australian Securities & Investments Commission

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

Under paragraph 911A(2)(l) of the *Corporations Act 2001* (the "Act") the Australian Securities and Investments Commission ("ASIC") exempts Duck For Cover Entertainers Group Inc. ("DFC") until 30 June 2006 from the requirement to hold an Australian financial services licence for the provision of the financial service referred to in Schedule A in the case referred to in Schedule B on the conditions set out in Schedule C for so long as those conditions are met.

Schedule A

A financial service that relates to a financial product that is a group or master insurance policy or an interest in such a policy and consists of one or more of the following:

- i) acquiring the financial product on behalf of another person;
- ii) arranging for another person to deal in the financial product;
- iii) the provision of financial product advice that is general advice;
- iv) the provision of a custodial or depository service.

Schedule B

Where:

- 1. DFC provides the financial service outside of its place of origin; and
- 2. DFC is:
 - a) carrying on a financial services business in this jurisdiction outside of its place of origin only because of section 911D of the Act; or
 - b) is a registered Australian body; or
 - c) has applied to be registered under Division 1 of Part 5B.2 of the Act and its application has not been dealt with; and
- 3. DFC only provides the financial service to Eligible Persons as wholesale clients; and
- 4. all of the following paragraphs are satisfied:
 - a) neither DFC nor any representative of DFC receives commissions (other than commissions rebated in full to Eligible Members) or other forms of remuneration, gifts or benefits from any general insurer or financial services licensee in connection with a group or master insurance policy in relation to which they provide the financial services; and

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- b) when acquiring a group or master insurance policy on behalf of another person, DFC, and any representative of DFC, operates free from direct or indirect restrictions relating to general insurance products; and
- c) DFC, and any representative of DFC, operates without any conflicts of interest that might:
 - i) arise from an association or relationship with general insurers or financial services licensees; and
 - ii) reasonably be expected to influence DFC, or any representative of DFC, in providing the financial services.

Schedule C

1. DFC, or any representative of DFC, must, before providing financial services to an Eligible Person, clearly inform the Eligible Person in writing:
 - a) that DFC is not a financial services licensee and is not an authorised representative of a financial services licensee;
 - b) of contact details for any general insurer or financial services licensee that is or is likely to be providing financial services to Eligible Persons or DFC in connection with a group or master insurance policy; and
 - c) that the Eligible Person should obtain:
 - i) a Product Disclosure Statement; or
 - ii) a document containing the provisions, or relevant provisions, of the group or master insurance policy;
 and consider that Statement or document before making a decision about whether to apply for, acquire or be provided with benefits under a group or master insurance policy; and
 - d) about how the Eligible Person can obtain a copy of the Product Disclosure Statement or document referred to in paragraph (c); and
 - e) that, if the Eligible Person requires advice or further information in relation to the group or master insurance policy, the Eligible Person should contact the general insurer that has or will issue the group or master insurance policy or a financial services licensee; and
 - f) that any information given to the Eligible Person by DFC:
 - i) has been prepared without taking account of the Eligible Person's objectives, financial situation or needs; and
 - ii) because of that, the Eligible Person should, before acting on the information, consider its appropriateness, having regard to the Eligible Person's objectives, financial situation and needs; and
2. DFC must, as soon as reasonably practicable and, in any event, before receiving any money from an Eligible Person, clearly inform the Eligible Person in writing of the amount payable by that Eligible Person in respect of each of the following:

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- a) benefits provided under the group or master insurance policy; and
 - b) remuneration or other benefits that may be payable to a financial services licensee for financial services provided in relation to the group or master insurance policy (including any proportion of any amount identified in (a) that is paid to a financial services licensee); and
 - c) membership fees, administration charges or remuneration that will be payable to DFC; and
3. DFC must take reasonable steps to ensure that:
- a) where it is reasonably practicable for money ("Client Money") payable by an Eligible Person for, or in connection with, benefits provided under the group or master insurance policy to be directly paid by the Eligible Person to the general insurer or a financial services licensee – the Client Money is so paid; or
 - b) in any other case – DFC either:
 - i) does all of the following:
 - (1) maintain an account with an Australian ADI that is operated and designated as a trust account ("Trust Account"); and
 - (2) pay Client Money into the Trust Account on the day that it is received by DFC or the next business day; and
 - (3) hold Client Money on trust for the Eligible Person who is entitled to it; and
 - (4) pay Client Money to the general insurer or a financial services licensee as soon as reasonably practicable and, in any event, within 20 business days after it is received by DFC; or
 - ii) does both of the following:
 - (1) receive Client Money in the form of a payment order that is payable to, or to the order of, the general insurer or a financial services licensee and which DFC receives from the Eligible Person with express or implied instructions that it is to be given to the general insurer or the financial services licensee; and
 - (2) give the payment order to the general insurer or the financial services licensee within 5 business days after it is received by DFC.

Interpretation

In this instrument:

Eligible Member means a person who:

- (a) DFC reasonably believes is a performer or entertainer; and
- (b) is a member of DFC;

Eligible Person means:

- (a) an Eligible Member; or

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- (b) a person who:
- (i) DFC reasonably believes is a performer or entertainer; and
 - (ii) is eligible under the constitution (as at the date of this instrument) of the DFC to become a member of DFC;

financial product advice has the meaning given by section 766B of the Act;

financial services licensee has the meaning given by section 761A of the Act;

general advice has the meaning given by subsection 766B(4) of the Act;

general insurer means a person who is authorised under the *Insurance Act 1973* to carry on insurance business in Australia;

group or master insurance policy means a contract of insurance that satisfies all of the following:

- (a) the contract is a general insurance product; and
- (b) the contract is entered into between DFC and a general insurer (whether or not other persons are also parties to the contract); and
- (c) the contract provides benefits, or is designed to provide benefits, directly to an Eligible Member, a relative of a the Eligible Member or a person nominated by the Eligible Member (whether or not the Eligible Member elects to be provided with benefits under the contract or pays money as consideration for those benefits);

representative has the meaning given by paragraph 910A(b) of the Act; and

wholesale client has the meaning given by subsection 761G(4) of the Act.

Dated the 22nd day of August 2005



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

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**Australian Securities and Investments Commission
Corporations Act 2001 — Paragraphs 741(1)(a), 911A(2)(l), 992B(1)(a) and
1020F(1)(a) — Exemption**

First Exemption: disclosure relief for offers or issues of stapled securities

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:
 - (a) a person from Parts 6D.2, 6D.3 (except section 736) and 7.9 where the person:
 - (i) offers to arrange for the issue of financial products in connection with an amended option; or
 - (ii) issues financial products in connection with an amended option, on the conditions set out in the Schedule and for so long as the conditions are met; and
 - (b) a person (other than a person covered by paragraph (a)) from Part 7.9 where the person makes a recommendation to acquire financial products in connection with an amended option, except where the person is aware, or ought reasonably to be aware, that any of the conditions set out in the Schedule have not been met.

Second Exemption: licensing and hawking relief

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 (other than because the person made a recommendation to acquire financial products) from the requirement to hold an Australian financial services licence for the provision of a financial service consisting of general advice reasonably given in connection with an amended option (including any general advice given in the updated offer document) where the updated offer document includes a statement to the effect that any advice given by the person in connection with the amended options is general advice only, and that employees should consider obtaining their own financial product advice from an independent person who is licensed by ASIC to give such advice.
3. Under paragraph 911A(2)(l) ASIC exempts AHL and any associate of AHL 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 depository service in connection with an amended option where the provider of the service performs their duties in good faith and has sufficient resources to perform those duties;

- (b) dealing in a financial product in the course of providing a custodial or depository service covered by paragraph (a); and
 - (c) dealing in a financial product in connection with an amended option where any acquisition by purchase or disposal of the financial product by either AHL or an associate of AHL occurs either:
 - (i) through a person who holds an Australian financial services licence authorising the holder to deal in the relevant type of financial product; or
 - (ii) outside this jurisdiction and through a person who is licensed to deal in the relevant type of financial product in the relevant place.
4. Under paragraphs 741(1)(a) and 992B(1)(a) ASIC exempts a person who is exempt from Part 6D.2 or Part 7.9 because of the First Exemption from sections 736, 992A and 992AA in relation to offers made in the course of, or because of, unsolicited meetings or telephone calls reasonably held or made in connection with an amended option.

Schedule

The following conditions apply:

1. AHL must:
 - (a) take reasonable steps to ensure that any eligible executive employee who holds amended options is given:
 - (i) a copy of the updated offer document; and
 - (ii) a copy of a Product Disclosure Statement lodged in respect of AWPT4 and AWPT5 interests to be issued in connection with the stapling of AWPT4 and AWPT5 to Australand Property Group; and
 - (b) provide ASIC with a copy of the updated offer document (which need not contain details of the offer particular to the offeree such as the identity or entitlement of the offeree), and of each accompanying document, not later than 7 days after the first provision of that material to an eligible executive employee.
2. AHL must comply with any undertaking required to be made in the updated offer document by reason of this instrument.
3. AHL must take reasonable steps to ensure that the number of shares (including as a component of stapled securities) to be received on exercise of an amended option when aggregated with:

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- (a) the number of shares in the same class which would be issued were each outstanding offer with respect to shares, units of shares and options to acquire unissued shares, under an employee share scheme to be accepted or exercised; and
- (b) the number of shares in the same class issued during the previous 5 years pursuant to the employee share scheme or any other employee share scheme extended only to eligible executive employees of the issuer,

but disregarding any offer made, or option acquired or share issued by way of or as a result of:

- (c) an offer to a person situated at the time of receipt of the offer outside this jurisdiction; or
- (d) an offer that was an excluded offer or invitation within the meaning of the *Corporations Law* as in force before the commencement of Schedule 1 to the *Corporate Law Economic Reform Program Act 1999*; or
- (e) an offer that did not need disclosure to investors because of section 708; or
- (f) an offer that did not require the giving of a Product Disclosure Statement because of section 1012D; or
- (g) an offer made under a disclosure document or Product Disclosure Statement,

must not exceed 5% of the total number of issued shares in that class of the issuer as at the time of the offer.

Interpretation

In this instrument:

1. except where otherwise stated, references to provisions are to provisions of the Act;
2. the Option Plan shall be regarded as extended to a person other than an eligible executive 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. "AHL" means Australand Holdings Limited ABN 12 008 443 696;
4. "APT" means Australand Property Trust ARSN 106 680 424;
5. "AWPT4" means Australand Wholesale Property Trust No. 4 ARSN 108 254 413;

6. "AWPT5" means Australand Wholesale Property Trust No. 5 ARSN 108 254 771;
7. "amended option" means an option for the issue or transfer of a share in AHL and an interest in APT granted to an eligible executive employee under the Option Plan, the terms of which are amended or the terms of the APT constitution are amended so that, upon exercise, the holder of the options will be issued with a stapled security;
8. "associated body corporate" of AHL means:
 - (a) a body corporate that is a related body corporate of AHL;
 - (b) a body corporate that has voting power in AHL of not less than 20%; or
 - (c) a body corporate in which AHL has voting power of not less than 20%;
9. "current market price" means in relation to stapled securities, the price published by Australian Stock Exchange Ltd ("ASX") as the final price for the previous day on which the stapled security was traded on the financial market operated by ASX;
10. "eligible executive employee" means a person who, at the time of an eligible offer, was a full or part-time executive employee or director of AHL or an associated body corporate of AHL;
11. "financial product advice" has the meaning given by section 766B;
12. "general advice" has the meaning given by section 766B;
13. "updated offer document" means a document provided to an eligible executive employee which sets out information concerning the amended option, in a manner that is consistent with this instrument, and which:
 - (a) includes or is accompanied by a copy of, or a summary, of the rules of the Option Plan;
 - (b) if a summary (rather than a copy) of the rules of the Option Plan is given - includes an undertaking that, during the period in which an eligible executive employee may exercise the amended options ("exercise period"), AHL will, within a reasonable period of the executive employee so requesting, provide the executive employee without charge with a copy of the rules of the Option Plan;
 - (c) includes an undertaking, and an explanation of the way in which AHL will, during the exercise period and, if the stapled securities are quoted on the financial market operated by ASX during the exercise period, within a reasonable period of an executive employee requesting, make available to that executive employee the current market price of stapled securities of the same class as those to which the amended options held by the executive employee relate; and

- (d) discloses the conditions, obligations and risks associated with any loan or financial assistance AHL, or an associated body corporate of AHL, offers for the purpose of funding the exercise price of existing options or acquiring stapled securities upon exercise of the amended options offered under the Option Plan;

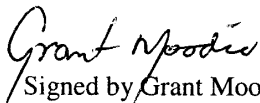
14. "Option Plan" means the Australand Stapled Securities Option Scheme, a copy of which was provided to ASIC on 17 August 2005, as amended from time to time in a manner that is consistent with this instrument;

15. "stapled security" means a share in AHL and at least one of the following:

- (a) an interest in APT;
- (b) an interest in AWPT4;
- (c) an interest in AWPT5,

which must, on the terms which they are traded, only be transferred together.

Dated this 17th day of August 2005



Signed by Grant Moodie

as a delegate of the Australian Securities and Investments Commission

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

Under paragraph 1020F(1)(c) of the *Corporations Act 2001* (“the Act”) the Australian Securities and Investments Commission (“ASIC”) declares that Part 7.9 applies in relation to the financial product specified in Schedule A as if section 1012C were modified or varied by omitting subsections 1012C(6) and (7) and substituting the following subsections:

- “(6) This subsection covers the circumstances in which:
- (a) the offer is made within 12 months after the issue of the product;
 - (b) the product was issued without a Product Disclosure Statement for the product being prepared; and
 - (c) the issuer issued the product with the purpose of the person to whom it was issued selling or transferring the product, or granting, issuing or transferring interests in, or options or warrants over, the product.
- (7) Unless the contrary is proved, products are taken to be issued with the purpose referred to in paragraph 6(c) if any of the products are subsequently sold, or offered for sale, within 12 months after their issue.”

Schedule A

Interests in APT, AWPT4 and AWPT5 which were issued in the circumstances specified in Schedule B.

Schedule B

An issue of an interest in APT, AWPT4 and AWPT5 (each a “Trust” and together “the Trusts”) which, under the terms on which each is traded, must be transferred together with a share in AHL, in the case where the interests in each Trust were issued by the responsible entity of that Trust, without disclosure to investors under Part 7.9, because the responsible entity relied on an individual instrument of exemption granted by ASIC on 17th day of August 2005 which exempted the responsible entity from Part 7.9, with respect to the offer and issue of interests in the Trusts under the Options Plan.

Interpretation

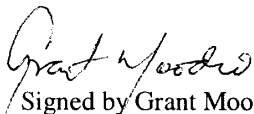
In this instrument:

1. except where otherwise stated, references to provisions are to provisions of the Act;

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2. references to a person making an offer of products includes a reference to the person inviting applications for the securities or products;
3. "AHL" means Australand Holdings Limited ABN 12 008 443 696;
4. "APT" means Australand Property Trust ARSN 106 680 424;
5. "AWPT4" means Australand Wholesale Property Trust No. 4 ARSN 108 254 413;
6. "AWPT5" means Australand Wholesale Property Trust No. 5 ARSN 108 254 771;
7. "Option Plan" means the Australand Stapled Securities Option Scheme.

Dated this 17th day of August 2005



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

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

Pursuant to paragraph 1020F(1)(a) of the Corporations Act ("Act") the Australian Securities and Investments Commission ("ASIC") hereby exempts the person specified in Schedule A from subsection 1013B(1) and subsection 1016A(2) of the Act in the case described in Schedule B.

And pursuant to paragraph 1020F(1)(c) of the Act, ASIC hereby declares that Part 7.9 of the Act applies to the person specified in Schedule A in the case set out in Schedule B as if section 1015C were modified or varied by:

1. in subsection (1) omitting "A Statement" and substituting "Subject to subsection (6), a Statement";
2. inserting after subsection (5):

"1015C(6) Where:

- (a) A Product Disclosure Statement (the **PDS**) relates to the issue of interests in a registered scheme (the **Scheme**); and
- (b) pursuant to a proposal for interests in the Scheme, shares in a company (the **Company**) and interests in another scheme which are stapled to the shares in the Company (the **Stapled Scheme**), and depending on the approvals obtained, interests in another different scheme (the **Other Scheme**) to be quoted together on the ASX as Stapled Securities, the PDS is to be given to each person who is a member of the Company and the Stapled Scheme and to each holder of options to acquire shares in the Company and interests in the Stapled Scheme,

the PDS may be given to that person by sending it to their address shown in the register of members or register of optionholders for the Company or the Stapled Scheme (as applicable).

1015C(7) In this section:

ASX means the financial market operated by the Australian Stock Exchange Limited;

Stapled Security means interests in three different registered schemes and a share which, under the terms on which each is traded, must be transferred together."

Schedule A

Australand Wholesale Investments Limited (ACN 086 673 092) ("**RE**") as the responsible entity of the Australand Wholesale Property Trust No.4 (ARSN

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108 254 413) (“**AWPT4**”) and Australand Wholesale Property Trust No.5 (ARSN 108 254 771) (“**AWPT5**”).

Schedule B

The issue of units in AWPT4 and AWPT5 in connection with a proposal to restructure Australand Holdings Limited (ACN 008 443 696) (“**AHL**”), Australand Property Trust (ARSN 106 680 424) (“**APT**”), AWPT4 and AWPT5 where:

- (a) at a meeting of members of AWPT4, members of AWPT4 are asked to vote on a proposal to amend the constitution of AWPT4 to issue interests in AWPT4 to members in AHL and APT, and to redeem interests in AWPT4 (other than those interests held by AHL or controlled entities of AHL, and those interests issued to members in AHL and APT under the proposal), and for the interests in AWPT4, AWPT5 and APT and the shares in AHL to be quoted together on ASX as Stapled Securities; and
- (b) at a meeting of members of AWPT5, members of AWPT5 are asked to vote on a proposal to amend the constitution of AWPT5 to issue interests in AWPT5 to members in AHL and APT and to redeem interests in AWPT5 (other than those interests held by AHL or controlled entities of AHL, and those interests issued to members in AHL and APT under the proposal), and for interests in AWPT4, AWPT5 and APT and the shares in AHL to be quoted together on ASX as Stapled Securities; and
- (c) prior to the meetings referred to in subparagraphs (a) and (b), AWIL, AHL and Australand Property Limited (ACN 105 462 137) as the responsible entity of APT give to securityholders and optionholders in AHL and APL an Explanatory Memorandum to be lodged with ASIC on or about 18 August 2005 relating to the restructure by sending the Explanatory Memorandum to the address of the securityholder or optionholder shown in the relevant register of AHL and APT; and
- (d) the Explanatory Memorandum clearly explains at or near the front that it incorporates a Product Disclosure Statement, and an explanatory statement for the purposes of Part 5.1 of the Act.

Interpretation

In this instrument:

“**ASX**” means the financial market operated by the Australian Stock Exchange Limited.

“**Explanatory Memorandum**” means a document that is a Product Disclosure Statement and part of an explanatory statement under Part 5.1 of the Act.

“**Product Disclosure Statement**” has the meaning attributed to it in Section 761A of the Act.

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“stapled security” means a share in AHL and at least one of the following:

- (a) an interest in APT;
- (b) an interest in AWPT4;
- (c) an interest in AWPT5,

which must, on the terms which they are traded, only be transferred together.

Dated this 17th day of August 2005



Signed by Rupert Clive Smoker
as delegate of the Australian Securities and Investments Commission

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

Pursuant to paragraph 601QA(1)(b) of the Corporations Act 2001 ("Act") the Australian Securities and Investments Commission ("ASIC") hereby declares that the provisions of Chapter 5C of the Act apply in relation to Australand Wholesale Investments Limited ACN 086 673 092 ("AWIL") in respect of the schemes described in Schedule A ("Schemes") in the case described in Schedule B as follows:

1. Delete Part 5C.6.
2. In paragraph 601GA(4)(b), delete the words "if the right may be exercised while the scheme is liquid (as defined in section 601KA) –".
3. Delete paragraph 601GA(4)(c).

Pursuant to paragraph 601QA(1)(a) of the Act, ASIC hereby exempts the responsible entity of the Schemes from compliance with paragraph 601FC(1)(d) of the Act to the extent that it requires the responsible entity to treat members of the same class equally where the responsible entity is acting in accordance with a provision of the constitution of the Scheme which relates to the withdrawal referred to in Schedule B.

SCHEDULE A

The scheme known as the Australand Wholesale Property Trust No.4 ARSN 108 254 413 registered on 11 March 2003 and governed by a deed dated 30 September 2002 (as amended) of which AWIL is the responsible entity.

The scheme known as the Australand Wholesale Property Trust No.5 ARSN 108 254 771 registered on 11 March 2003 and governed by a deed dated 19 October 2003 of which AWIL is the responsible entity.

SCHEDULE B

A withdrawal and any provision of the Schemes' constitutions that relates to such withdrawal in accordance with a proposal to redeem all of the interests in the Schemes not held by:

- (a) Australand Holdings Limited ACN 008 443 696 ("AHL"), Australand Property Trust ("APT") or any wholly-owned entities of AHL or APT; or
- (b) AHL shareholders and APT unitholders which were issued under the proposal ("Proposal"),

including without limitation:

- (i) the irrevocable appointment of AWIL as the agent and attorney of each member of the Schemes to issue a request for redemption in respect of that member's interests in accordance with the Proposal; and

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- (ii) the authorisation of AWIL to do all things which it considers are fair and necessary, desirable or incidental to give effect to the Proposal,

to be approved by the members of the Schemes at meetings of members of the respective Schemes.

Dated 17th day of August 2005



Signed by Rupert Clive Smoker
as delegate of the Australian Securities and Investments Commission

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

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

Schedule A

Australand Property Limited ACN 105 462 137 (the "RE") as the responsible entity
of the Australand Property Trust ARSN 106 680 424 ("APT").

Schedule B

Where:

- 1 the RE acts in accordance with a provision of APT's constitution to effect that it may dispose of (or arrange the disposal of) interests in APT held by the Foreign Holders on their behalf under the Sale Facility;
- 2 the RE reasonably considers that to cause Foreign Holders to dispose of their interests in APT under the Sale Facility would:
 - (a) be in the best interests of members; and
 - (b) not be unfair to those Foreign Holders;
- 3 the sale or disposal of the Stapled Securities under the Sale Facility is made through an arrangement between the Broker and the participating Foreign Holders whereby the Broker is under an obligation to conduct a sale process with the objective of selling the resulting Stapled Securities at the best price reasonably obtainable at the time of the relevant sale;
- 4 the Explanatory Memorandum describes the Sale Facility including:
 - (a) the relevant contact details, including telephone numbers, which would enable Foreign Holders to ascertain the number of Stapled Securities held which may be sold pursuant to the offer or invitation under the Sale Facility;
 - (b) details of how Foreign Holders may obtain up to date price information in relation to their Stapled Securities;
 - (c) a statement that all Foreign Holders of stapled securities as at 11 October 2005 will participate in the Sale Facility;
 - (d) a statement that Foreign Holders who do not wish to participate in the sale facility may sell their stapled securities on the ASX up until the last date at

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which Foreign Holders are able to sell their Stapled Securities on the ASX;
and

(e) that the total consideration to be received by Foreign Holders who participate in the Sale Facility may be more or less than the total market value at the last date at which Foreign Holders may be able to sell their stapled securities on the ASX; and

- 5 the Foreign Holders are sent their share of the proceeds received upon the disposal of the Stapled Securities sold pursuant to the Sale Facility within 10 business days after the sales of all Stapled Securities sold pursuant to the Sale Facility are settled.

Interpretation

In this instrument:

“ASX” means the Australian Stock Exchange;

“Broker” means UBS AG ACN 088 129 613;

“Explanatory Memorandum” means a document lodged with ASIC on 18 August 2005 that includes a Product Disclosure Statement issued by Australand Wholesale Investments Limited ACN 105 462 137 for the issue of units in the Australand Wholesale Property Trust No. 4 ARSN 108 254 413 and Australand Wholesale Property Trust No. 5 ARSN 108 254 771;

“Foreign Holders” means a member of APT whose address in the register of members of APT is a place outside Australia (and its external territories), New Zealand and Singapore or any other nation advised to ASIC in writing;

“Sale Facility” means a facility for compulsory sale of units in APT held by Foreign Holders as described in the Explanatory Memorandum;

“Stapled Security” means a share in Australand Holdings Limited ACN 008 443 696 and an interest in APT which must on the terms on which they are traded only be transferred together.

Dated this 17th day of August 2004



Signed by Rupert Clive Smoker
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 Calliva Group Limited ACN 107 185 106 as the responsible entity of the RMIT Village Old Melbourne ARSN 113 625 997 (the "Scheme") in the case referred to in the Schedule as if section 601GC of the Act were modified or varied by:

1. in paragraph 601GC(1)(a) deleting "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

1. There are no members of the Scheme other than Tuscan GPO Melbourne Pty Limited ACN 080 966 034 and Transfield (OMH) Pty Limited ACN 111 131 483.
2. All interests in the Scheme were issued in circumstances that did not require the responsible entity to issue a Product Disclosure Statement under the Act.

Dated this 15th day of August 2005



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



ASIC

Australian Securities & Investments Commission

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Australian Securities and Investments Commission
*Corporations Act 2001 — Paragraphs 601QA(1)(a), 741(1)(a), 911A(2)(i),
992B(1)(a) and 1020F(1)(a) — 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:
 - (a) a person from Parts 6D.2, 6D.3 (except section 736) and 7.9 of the Act where the person:
 - (i) makes an eligible offer;
 - (ii) offers to arrange for the issue of financial products under an eligible offer;
 - (iii) issues a financial product under an eligible offer,that does not involve a contribution plan, on the conditions set out in the Schedule and for so long as the conditions are met; and
 - (b) a person (other than a person covered by paragraph (a)) from Part 7.9 of the Act where the person makes a recommendation to acquire financial products under an eligible offer that does not involve a contribution plan, except where the person is aware, or ought reasonably to be aware, that any of the conditions set out in the Schedule have not been met.
2. Under paragraph 911A(2)(i) of the Act, ASIC exempts a person who is exempt from Part 6D.2 or Part 7.9 of the Act because of paragraph 1 of this instrument (other than because the person made a recommendation to acquire financial products) from the requirement to hold an Australian financial services licence for the provision of a financial service consisting of general advice reasonably given in connection with an offer referred to in that paragraph (including any general advice given in the offer document) where the offer document for the offer includes a statement to the effect that any advice given by the person in connection with the offer is general advice only, and that employees should consider obtaining their own financial product advice from an independent person who is licensed by ASIC to give such advice.

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3. Under paragraph 911A(2)(l) of the Act, ASIC exempts:
- (a) an issuer who is exempt from Part 6D.2 or Part 7.9 of the Act because of paragraph 1 of this instrument;
 - (b) any associate of the issuer, including AXA Australia;
 - (c) the manager from time to time of the FCPE (presently AXA Investment Managers Paris, the wholly owned subsidiary of AXA Gestion Intersement) (the "Manager") and the custodian from time to time of the FCPE (presently BNP Paribas Securities Services) (the "Custodian");
 - (d) any associate of the Manager or the Custodian; and
 - (e) any person acting for or on behalf of the issuer, AXA Australia, the Manager or the Custodian,
- from the requirement to hold an Australian financial services licence for the provision of the following financial services:
- (f) the provision of a custodial or depository service in connection with an eligible offer covered by paragraph 1 of this instrument where the provider of the service performs their duties in good faith and has sufficient resources to perform those duties; and
 - (g) dealing in a financial product in the course of providing a custodial or depository service covered by paragraph 3(f) of this instrument; and
 - (h) dealing in a financial product in connection with an offer covered by the exemption where any acquisition by purchase or disposal of the product (by the issuer or an associate) occurs either:
 - (i) through a person who holds an Australian financial services licence authorising the holder to deal in those financial products; or
 - (ii) outside this jurisdiction and through a person who is licensed or otherwise authorised to deal in those financial products in the relevant place.
4. Under paragraphs 741(1)(a) and 992B(1)(a) of the Act, ASIC exempts a person who is exempt from Part 6D.2 or Part 7.9 of the Act because of paragraph 1 of this instrument from sections 736, 992A and 992AA of this Act in relation to offers made in the course of, or because of, unsolicited meetings or telephone calls reasonably held or made in connection with the offer.
5. Under paragraph 601QA(1)(a) of the Act, ASIC exempts a person who operates a managed investment scheme relating to an eligible offer from Chapter 5C of the Act in relation to the operation of that managed investment scheme.

Schedule

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The following conditions apply:

1. the eligible offer must be substantially on the terms set out in the letter from Freehills to ASIC dated 1 June 2005;
2. the person making the offer must:
 - (a) include that offer in an offer document; and
 - (b) take reasonable steps to ensure that any eligible employee to whom the offer is made is given a copy of the offer document; and
 - (c) provide to ASIC a copy of the offer document (which need not contain details of the offer particular to the employee such as the identity or entitlement of the employee) and of each accompanying document not later than 7 days after the first provision of that material to an employee; and
3. the issuer must comply (or in the case that the issuer does not have a registered office in the jurisdiction cause AXA Australia which does have a registered office to comply) with any undertaking required to be made in the offer document by reason of this instrument.
4. the issuer must take reasonable steps to ensure that the number of shares the subject of the offer or to be received on exercise of an option when aggregated with:
 - (a) the number of shares in the same class which would be issued were each outstanding offer with respect to shares, units of shares and options to acquire unissued shares, under an employee share scheme to be accepted or exercised; and
 - (b) the number of shares in the same class issued during the previous 5 years pursuant to the employee share scheme or any other employee share scheme extended only to eligible employees of the issuer;but disregarding any offer made, or option acquired or share issued by way of or as a result of:
 - (c) an offer to a person situated at the time of receipt of the offer outside this jurisdiction; or
 - (d) an offer that was an excluded offer or invitation within the meaning of the Corporations Law as in force before the commencement of Schedule 1 to the *Corporate Law Economic Reform Program Act 1999*; or
 - (e) an offer that did not need disclosure to investors because of section 708; or

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(f) an offer that did not require the giving of a Product Disclosure Statement because of section 1012D; or

(g) an offer made under a disclosure document or Product Disclosure Statement,

must not exceed 5% of the total number of issued shares in that class of the issuer as at the time of the offer; and

5. the offer document must state prominently that the eligible offer is an offer for participation in a foreign scheme that is subject to the regulation of the French Autorité des Marchés Financiers (the "Relevant Agency") and to the law of France and must describe the legal and practical effect (if any) this may have on the rights and ability of an offeree to make any claim or enforce any right arising out of or in connection with the eligible offer;
6. the Rules must contain provisions to the effect that the books of account maintained in respect of the activities of the FCPE must be audited annually;
7. the Manager and/or the Custodian may only levy any fees or charges for operating and administering the FCPE which are payable by the employees to a maximum amount provided for in the Rules and such fees must be fully disclosed in the offer document;
8. AXA Australia must make the statements of assets, balance sheets and statements of income (together with the related notes) and the auditors' reports delivered to them under the Rules available for inspection by offerees at a registered office or principal place of business in Australia during normal business hours or such other time as is agreed with an offeree;
9. upon AXA Australia receiving notices relating to the buy-back/redemption of units as provided for in the Rules or otherwise under the eligible offer, it must forward these to the Manager without delay;
10. on behalf of the issuer and the Manager, AXA Australia must accept notices, correspondence and service of process at a registered office or principal place of business in Australia;
11. AXA Australia must notify ASIC within 7 days if the buy-back arrangements/redemption facilities of the FCPE are suspended or terminated or if listing of the shares of the issuer on any foreign securities exchange is suspended;
12. AXA Australia must make available for public inspection at a registered office or principal place of business in Australia and provide to offerees copies of the constituent documents of the eligible offer and meet all reasonable requests for information;

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13. the issuer, through AXA Australia, must maintain in Australia and make available to ASIC, upon request, records relating to the issue or sale of and the buy-back/redemption of units in the FCPE to or from Australian residents;
14. the FCPE must at all times be approved or authorised or registered by the Relevant Agency and the Group Saving Plan must at all times be authorised under the law of France;
15. there must at all times be a custodian of the FCPE assets and the Custodian must have been approved by the French Minister of the Economy or the Relevant Agency and that approval must not have been revoked;.
16. within 14 days of the date of this instrument, ASIC must be provided with:
 - (a) certified copies of the Rules and any other documents comprising the eligible offer;
 - (b) a certified copy of any written approval or authorisation issued by the Relevant Agency in relation to the eligible offer; and
 - (c) if any document is not in English, a certified translation of that document into English;
17. AXA Australia must keep at a registered office or principal place of business in this jurisdiction, a register of its employees who participate in the eligible offer and enter in the register:
 - (a) the names and addresses of each employee;
 - (b) the extent of the holding of each employee;
 - (c) the date at which the name of each employee was entered in the register; and
 - (d) the date at which any employee's interest ceased.
18. except as may be required by French law, the Rules must not be modified or varied in any material respect that would adversely affect the rights and interests of participants in the eligible offer unless ASIC notifies AXA Australia in writing that it does not object to the modification or variation;
19. the Manager and the Custodian must comply with the provisions of the Rules; and
20. the eligible offer must at all times comply with the Law of France.

Interpretation

In this instrument:

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1. except where otherwise stated, references to provisions are to provisions of the Act;
2. an 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:
 - (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 Stock 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 1 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 an 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. ***AXA Australia*** means AXA Asia Pacific Holdings Ltd, ACN 069 123 011;
7. ***contribution plan*** means a plan under which a participating eligible employee may save money by regular deductions from wages or salary (including through salary sacrifice arrangements) towards paying for units offered for issue or sale under an employee share scheme where the terms and conditions of the contribution plan include terms and conditions to the effect that:

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- (a) all deductions from wages or salary made in connection with participation in the contribution plan must be authorised by the employee on the same form of application that is used in respect of the offer, or on a form that is included in or accompanies the offer document;
 - (b) before transferring contributions to acquire units, any contributions made by an employee as part of the contribution plan must be held by the issuer in trust for the employee in an account of an Australian ADI which is established and kept by the issuer only for the purpose of depositing contribution moneys and other money paid by employees for the units on offer under the employee share scheme; and
 - (c) the employee may elect to discontinue their participation in the contribution plan at any time and as soon as practicable after that election is made all money deposited with the Australian ADI in relation to that employee, including any accumulated interest, must be repaid to that employee;
8. **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;
9. **eligible employee** means, in relation to an issuer, a person who is at the time of an offer under an employee share scheme, a full or part-time employee or director of the issuer or an associated body corporate;
10. **eligible offer** means an offer to subscribe for fully-paid shares in the issuer where:
- (a) the shares are in the same class as shares which have been quoted on the financial market operated by Australian Stock Exchange Limited or 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;
 - (b) the offer is made under an employee share scheme extended only to eligible employees;
 - (c) the shares are to be held by an FCPEs; and
 - (d) units in the FCPEs are issued to the subscriber;
11. **FCPE** means the Fonds Commun de Placement D'Entreprise governed by the Rules;
12. **financial product advice** has the meaning given by section 766B of the Act;
13. **general advice** has the meaning given by section 766B of the Act;
14. **Group Savings Plan** means the saving plan (International Group Shareholding Plan) for employees of non-French companies of the AXA Group dated 19 October 2001 and its addenda;

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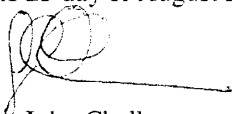
15. *issuer* means AXA, a company registered in France;
16. *nominal consideration* means consideration of not more than 1 cent per option;
17. *offer* has a meaning affected by sections 700, 702 and 1010C of the Act;
18. *offer document* means a document setting out an offer under an employee share scheme that:
- (a) includes or is accompanied by a copy, or a summary, of the Rules under which the offer is made; and
 - (b) if a summary (rather than a copy) of the Rules is given — includes an undertaking that during the period (the “offer period”) during which an eligible employee may acquire the financial products offered or exercise options acquired under the scheme, the issuer (or, in the case of an issuer which does not have a registered office in this jurisdiction, AXA Australia which does so have a registered office) will, within a reasonable period of the employee so requesting, provide the employee without charge with a copy of the Rules; and
 - (c) specifies in respect of the shares:
 - (i) the acquisition price in Australian dollars;
 - (ii) where the acquisition price is specified in a foreign currency, the Australian dollar equivalent of that price at the date of the offer; or
 - (iii) where the acquisition price is to be worked out in the future under a formula, the Australian dollar or Australian dollar equivalent of that price were that formula applied at the date of the offer; and
 - (d) includes an undertaking, and an explanation of the way in which, the issuer (or in the case that the issuer does not have a registered office in this jurisdiction, AXA Australia which does so have a registered office) will, during the offer period, within a reasonable period of the employee requesting, make available to the employee 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; and
 - (f) discloses the conditions, obligations and risks associated with any loan or financial assistance offered by the issuer or AXA Australia for the purpose of acquiring financial products under the scheme;
19. *Rules* means the rules of the Group Savings Plan and the rules of the Actionnariat Salaries Global AXA FCPE (dated 5 April 2005) as amended from time to time;
20. *unit* in relation to a share means a legal or equitable right or interest in the share.

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Commencement

This instrument takes effect on gazettal.

Dated this 25 day of August 2005

A handwritten signature in black ink, consisting of a series of loops and a long horizontal stroke extending to the right.

Signed by John Chellew
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: LINMY Pty Ltd. ABN: 91 101 190 185 ("the Licensee")
Unit 1, 2-4 Main Street, Greensborough, VIC, 3088

Pursuant to section 915B(3)(d) of the **Corporations Act 2001**, the Australian Securities and Investments Commission hereby cancels Licence Number 283923 held by the Licensee with effect from the date on which this notice is given to the Licensee.

Dated this 24th day of August 2005.

Signed


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

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Australian Securities and Investments Commission
Corporations Act 2001 – Paragraph 911A(2)(l), 992B(1)(a) and 1020F(1)(a) – Exemption

Under paragraphs 911A(2)(l), 992B(1)(a) and 1020F(1)(a) of the *Corporations Act* 2001, the Australian Securities and Investments Commission (ASIC) hereby varies ASIC Instrument [05/0023] dated 13 January 2005 by omitting "30 September 2005" in the introductory paragraph and substituting this with "28 February 2006".

Dated the 24th day of August 2005



Signed by Maree O'Brien

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)(a) – Exemption**

Under paragraph 601QA(1)(a) of the *Corporations Act 2001* (the “Act”) the Australian Securities and Investments Commission exempts Abacus Australia Limited ACN 008 664 140 (“Abacus”) from subsection 601ED(1) of the Act in relation to the operation of the Scheme in the case referred to in the Schedule.

SCHEDULE

Where the operation of the Scheme involves the following:

1. Members pay money (the “contributions”) to Abacus as consideration to acquire an interest in the Scheme;
2. Abacus pools the contributions;
3. Abacus uses the contributions, and any other property arising out of the operation of the Scheme (“Scheme Assets”), only to:
 - (a) acquire risk insurance products or basic deposit products issued by an Australian ADI or cash management trust interest; and
 - (b) pay claims by or against the Members in such circumstances as allowed under the Constitution ; and
4. the Scheme Assets are held separately on trust for the Members;
5. Abacus does not state or permit any other person to state that acquiring interests in the Scheme is an investment or has an investment purpose; and
6. Abacus holds an Australian financial services licence that covers provision of any financial services in relation to the Scheme.

Interpretation

In this instrument:

Constitution means the Constitution of Abacus Australia Limited ACN 008 664 140 as amended from time to time.

held separately, in relation to Scheme Assets, means holding the Scheme Assets in a way the satisfies the following requirements:

- (i) the Scheme Assets are clearly identified as being Scheme property; and

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- (ii) The Scheme Assets are held separately from the property of Abacus and from any other property held by Abacus on trust or on behalf of another person.

risk insurance product has the meaning given by section 761A of the Act.

Scheme means a scheme established by Abacus under the Constitution.

Dated 28 July 2005



Signed by John Connor

As a delegate of the Australian Securities and Investments Commission.

CORPORATIONS ACT 2001
Subsection 601AA(4)

Notice is hereby given that the companies mentioned below will be deregistered when two months have passed since the publication of this notice.

Dated this twenty-fifth day of August 2005

Jeremy McNeice
DELEGATE OF
THE AUSTRALIAN SECURITIES AND INVESTMENTS COMMISSION

Name of Company	ACN
A.B. NOMINEES PROPRIETARY LIMITED	004 602 760
A.C.N. 004 990 916 PTY LTD	004 990 916
A.C.N. 009 547 326 PTY LTD	009 547 326
A.C.N. 010 469 468 PTY LTD	010 469 468
A.C.N. 060 705 928 PTY LIMITED	060 705 928
A.C.N. 063 746 314 PTY. LTD.	063 746 314
A.C.N. 070 079 097 PTY. LTD.	070 079 097
A.C.N. 070 683 251 PTY LIMITED	070 683 251
A.C.N. 083 345 340 PTY LTD	083 345 340
A.C.N. 109 806 957 PTY LTD	109 806 957
ABANGAN PTY. LTD.	006 790 781
ABBOTSFORD SEAFOODS PTY LTD	003 401 947
ABUNDANT LAWN GRASS INDUSTRIES PTY. LIMITED	003 528 783
ACE ENGRAVING CO PTY LTD	000 425 589
ACTIVE FOOD MARKETING SERVICES (SA) PTY. LTD.	082 952 449
ACTUAL JOINERY ESTIMATORS PTY. LIMITED	093 917 401
ADDICTED TO PROPERTY PTY LTD	109 403 741
ADMS PTY LIMITED	095 328 082
ADVANTAGE COMPUTER INSIGHTS PTY LTD	073 690 776
ADVOCATE SECURITIES PTY. LTD.	005 147 893
AEROJUMP (VICTORIA) PTY LTD	103 858 448
AGAPE ARTISAN PTY LTD	071 142 188
AGD INTERSTATE TRANSPORT PTY LTD	114 643 962
AGP FUNDS MANAGEMENT PTY LIMITED	080 562 956
AGSURE HOLDINGS PTY LTD	007 309 033

Name of Company	ACN
AHK SOLUTIONS PTY LTD	066 760 567
AID EXPRESS TRANSPORT PTY LTD	106 545 000
AILSA NOMINEES PTY. LTD.	093 244 154
AJD MANAGEMENT GROUP PTY LTD	083 013 049
ALBERT MARCHANT PTY. LTD.	089 923 446
ALDEIS NOMINEES PTY LTD	001 463 645
ALIGHT HOLDINGS PTY LTD	009 468 991
ALL FORMWORK CONSTRUCTIONS PTY. LTD.	053 253 553
ALLIED STEEL PTY LTD	109 095 105
ALUMATIC ALUMINIUM PTY LTD	095 396 259
AMALGAMATED COMMODITIES PTY LTD	054 308 397
AMPALOW PTY. LTD.	005 849 070
ANBRECH PTY. LTD.	082 766 881
ANDERSON WASTE, TRANSPORT & RECYCLING PTY. LTD	061 316 685
ANDREW J.L. HARKNESS PTY. LTD.	006 329 317
ANNIE M PRODUCTIONS PTY. LTD.	100 502 930
ANTIMO DEVELOPMENTS PTY LIMITED	090 731 169
APC INVESTMENTS PTY. LTD.	088 799 893
APRIL RAIN PTY. LTD.	059 455 962
ARABIS PTY. LTD.	010 775 372
ARCH INVESTMENTS PTY LTD	000 825 669
ARDMORE MARKETING PTY. LTD.	100 593 879
ARKENSTONE PTY. LTD.	010 421 075
A R M / B & N PTY LTD	103 733 517
ARM INVESTMENTS (AUST) PTY LTD	091 487 866
ART (ACT) PTY LIMITED	086 334 081
ARTHUR E. RICHMOND NOMINEES PTY. LTD.	005 103 480
ARTIPODES PTY. LIMITED	003 531 191
ASIA MANHATTAN INVESTMENTS PTY LTD	096 854 698
ASTRA CHILD CARE CENTRE PTY LTD	082 272 991
ATS CORPORATION PTY. LTD.	050 492 236
AUCTIONPLANET PTY. LIMITED	092 040 956
AUSCATH TRADING PTY LTD	110 006 196
AUSEA AQUACOM PTY. LTD.	003 472 820
AUSTEL MANAGEMENT GROUP PTY LTD	103 070 168
AUSTFISH/PROLINE PTY. LTD.	007 296 906
AUSTRALIA MING'S ART CENTRE PTY LTD	104 103 504

Name of Company	ACN
AUSTRALIAN AUTOMOBILE DEALERS ASSOCIATION (QLD) PTY. LTD.	054 237 599
AUSTRALIAN COMBINED INVESTIGATION AND SURVEILLANCE GROUP PTY. LTD.	104 228 935
AUSTRALIAN HE-PING INTERNATIONAL TRADING & CONSULTING PTY LTD	094 874 281
AUSTRAPOL PTY LIMITED	103 923 431
AUSVISION ASIA/PACIFIC PTY LTD	089 644 799
AUTOMATION & PRODUCTION SYSTEMS PTY LTD	093 936 371
AUTOMOTIVE MARKET RESOURCES PTY LTD	084 095 634
AVE COMMUNICATIONS PTY. LIMITED	054 832 423
A V E INVESTMENTS PTY LTD	080 864 955
AVONSTEAD PTY. LTD.	010 709 501
AXIAL AUSTRALIA FAN ENGINEERS PTY. LIMITED	051 421 884
B.J. GOLDIE & ASSOCIATES PTY. LIMITED	004 008 815
B.J. KANETO PTY LTD	058 865 400
B & F LOPICCOLO PTY LTD	074 356 988
BABBLE DELI PTY. LTD.	060 840 002
BACCHUS MARSH COURIERS PTY LTD	081 826 002
BAKE FRESH PTY LTD	101 798 627
BALGOLD HOLDINGS PTY LTD	009 391 333
BALMAIN MASONRY PTY LIMITED	090 480 514
BARROQUOIN PTY. LIMITED	003 788 234
BASMA PTY LTD	009 068 973
BB GLOBAL FOOD MARKETING PTY LTD	100 041 905
BEAUGATE INVESTMENTS PTY LTD	097 148 019
BEAUSAL PTY LIMITED	083 058 057
BEJADO PTY LTD	089 061 594
BERMUDA BANNER PTY LTD	111 846 872
BERRIGAN PO PTY LTD	101 903 333
BETTER POP PTY LTD	112 421 039
BEVLYNS PTY LTD	098 961 089
BIBIZ PTY LIMITED	096 694 129
BINDEE PTY LTD	088 332 192
BINSVEC PTY LTD	002 107 093
BJ'S WINE BAR PTY. LTD.	089 903 015
BJA & EJ CALLAN PTY. LTD.	087 969 186
BK1 PTY LTD	100 538 529

Name of Company	ACN
BLOODSTOCK MANAGEMENT PTY. LTD.	005 995 095
BLURP HOLDINGS PTY. LTD.	083 188 176
B M P CLEANING PTY LTD	106 711 004
BOER GOATS AUSTRALIA PTY. LTD.	064 901 784
BONSONG PTY. LIMITED	071 617 377
BOOMERANG ENGLISH STUDY TOURS PTY LTD	107 800 591
BORBONE PTY. LIMITED	110 226 741
BOTANIC GROVE PTY. LTD.	083 084 815
BRDT PTY LTD	080 526 352
BREAKAWAY DISTRIBUTORS PTY LTD	103 717 746
BRENDY WHITEROCK PTY LTD	089 968 954
BRETT MANAGEMENT PTY LTD	085 899 109
BRIAN MATHEWS & ASSOCIATES PTY LTD	068 230 062
BRIAN NUGENT PTY LTD	087 760 423
BRIMAT PROTECTIVE SERVICES PTY LTD	100 577 848
BRIMBANK PROPERTIES PTY. LTD.	006 966 392
BRINAWA NOMINEES PTY LTD	008 940 289
BRISBANE BARGAIN BUTCHERS PTY LTD	097 379 845
BROCKLESBY PTY. LTD.	006 231 232
BROOK-ED PTY. LTD.	052 291 308
BRYAN'S LIGHT SHOP PTY LTD	105 608 179
BUDDINA SECURITIES PTY LTD	101 920 441
BUFFALO MOTOR WORKS PTY. LIMITED	109 023 494
BUFFMASTER PTY. LTD.	084 523 491
BUNDANOON ENTERPRISES PTY. LTD.	101 973 853
BUNGI PTY. LTD.	063 178 227
BURLYONS PTY LTD	058 233 775
BURY MANAGEMENT (AUST) PTY. LIMITED	003 591 786
BUSHIE PTY. LTD.	088 266 666
BYCHANCE PTY. LIMITED	003 804 706
BYTE ME SOFTWARE SOLUTIONS PTY LIMITED	082 737 488
C.D. CARNOVALE & SONS PTY LTD	089 843 345
C. D. N. HOLDINGS PTY. LTD.	009 946 445
C & K WILLIS HOLDINGS PTY LTD	082 045 609
C & R WOODROFFE PTY LTD	097 347 772
CALIA AUSTRALIA PTY LTD	094 624 343
CALISTO PTY LTD	009 459 929

Name of Company	ACN
CAMPTECH PTY LTD	102 791 104
CANA AUSTRALIA PTY LTD	083 341 306
C AND L TRADERS PTY LTD	062 908 678
CAPACITY DYNAMICS PTY LTD	102 909 482
CAPE ENERGY (AUSTRALIA) PTY LTD	114 368 704
CAPE ENERGY (GOLDEN BEACH) PTY LTD	114 368 697
CAPELLA NOMINEES PTY LTD	008 851 689
CARBUNCLE PTY LTD	071 410 912
CARMATHAN PTY. LTD.	009 117 337
CARRALE PTY LTD	101 179 499
CARRINGTON CREDIT CORPORATION PTY LTD	083 776 881
CARRUTHERS & DAVIS PTY. LTD.	007 028 677
CASTLE HILL BUILDING CO PTY. LIMITED	056 339 103
CASTRIDGE PTY. LIMITED	050 101 838
CDMM PTY LIMITED	095 327 763
CDDR PTY LTD	102 664 111
CENEGRAM PTY LTD	002 436 240
CENTURION CAPITAL PTY LTD	108 821 030
CENTURION SYSTEMS PTY. LTD.	100 827 996
CHAMBER MEADOWS PTY. LTD.	006 096 091
CHANGE PLUS (AUST) PTY LTD	082 251 269
CHAPSOFT PTY LIMITED	098 712 344
CHARDONNAY INVESTMENTS (QLD) PTY LTD	091 290 185
CHEETAH TASK FORCE PTY LTD	104 157 388
CHERNY INVESTMENTS PTY LIMITED	070 116 648
CHIMAWAN PTY. LTD.	069 327 760
CHITI AUSTRALIA PTY LTD	100 195 079
CHOICE CHICKENS POULTRY PTY LTD	092 785 834
CHUANG LUNG PTY LTD	105 552 707
CICUTTINI POULTRY PTY. LTD.	056 322 617
CINTEL AUSTRALIA PTY LTD	092 327 289
CITRUS AUSTRALIA PTY LTD	095 708 606
CITY LIVING AIR CONDITIONING & MECHANICAL SERVICES PTY LTD	096 127 945
CJ & DM KOOYMAN PTY LTD	010 489 577
CLARAMANDA PTY. LTD.	110 762 340
CLARITY SUPERANNUATION PTY LIMITED	065 303 433
CLARKE UNIQUE INVESTMENTS PTY LTD	074 806 250

Name of Company	ACN
CLIC, BRICK AND MORTA PTY LTD	096 450 350
CLOSEBURN PTY. LTD.	060 206 957
CLULOW DRAFTING SERVICES PTY LTD	002 082 626
CLYDE TRANSPORT PTY LTD	000 170 203
CMC PROFESSIONAL INVESTMENTS PTY LTD	010 063 377
CNPL PTY LIMITED	003 661 658
CO-ORDINATED INVESTIGATIONS PTY LTD	002 608 040
COBAINS CONFIDENTIAL PTY LTD	097 866 763
COBAY (AUSTRALIA) PTY LTD	088 986 869
COBLIGHT PTY. LIMITED	064 848 595
COL BRISBANE EARTHMOVING PTY LTD	078 435 542
COLLECT RECORDS PTY LTD	092 052 536
COLOUR IMAGE MAKERS PTY. LTD.	058 705 874
COLPUS PTY. LIMITED	008 599 157
COLT HAULAGE PTY. LTD.	098 830 605
COMM-TEST PTY LTD	063 737 548
COMMUNICATION INSTALLATIONS AUSTRALIA PTY. LTD.	082 710 076
COMMUNICATION SERVICES AUSTRALIA (N.Z.) PTY LTD	076 317 658
COMMUNICATION SERVICES AUSTRALIA PTY LTD	007 381 526
COMPLETE DRY CLEANING PTY. LTD.	101 847 992
COMPOSITE PRODUCTIONS PTY LTD	002 501 788
CONORA PASTORAL COMPANY PTY. LTD.	073 449 340
CONVENT PTY LTD	080 364 674
COONAMBLE WATER PTY LTD	094 314 931
COSMIC UTAH CONNECTIONS PTY LTD	090 911 765
COTARO PTY. LIMITED	003 694 148
COUNTREE COMFORT KIT HOMES PTY. LTD.	003 818 479
COVEBERRY ENTERPRISES PTY. LTD.	078 401 975
CPC MANAGEMENT PTY LTD	087 537 979
CRANEBAR PTY. LIMITED	050 237 253
CRANHAM (VIC) PTY. LTD.	089 330 156
CREATIVE GLOBAL CONCEPTS MANAGEMENT PTY. LTD.	051 187 501
CROCODILE SOFTWARE SERVICES PTY LTD	080 910 229
CROP CANOPIES AUSTRALIA PTY LTD	073 840 221
CRSG PTY LTD	111 481 979
CTT INVESTMENTS PTY LTD	103 126 852
CYBERDRAFT PTY LTD	078 658 045

Name of Company	ACN
D. & G. FUTURE PTY. LTD.	057 364 959
D.A. & Y.S. PTY LTD	007 101 108
D.J. CON. PTY. LTD.	092 510 024
D.P.M.S. PTY. LTD.	008 053 101
D & C EWINS PTY. LTD.	082 819 029
D & J O'DEA TRANSPORT PTY. LIMITED	055 184 748
D & N ATAMAN PTY LTD	098 526 080
D & T WOOD PTY LTD	095 307 216
DALBARAM PTY LTD	002 148 790
DALE OXTOBY & ASSOCIATES PTY. LIMITED	006 153 831
DALE ROSS & ASSOCIATES PTY. LTD.	072 803 528
DAMAROSE PTY. LTD.	092 339 912
DARBCO PTY. LTD.	084 656 682
DARMIC PTY LTD	064 555 826
DARWELL PROPRIETARY LIMITED	006 137 060
DAVE JOHNSON AGENCIES PTY LTD	090 573 354
DAVID CAPE PLUMBING PTY LTD	084 881 970
DAVIDS HOLDINGS QLD PTY LTD	086 195 600
DAVISON CORPORATION PTY. LTD.	091 895 144
DEBTAP PTY LTD	001 974 134
DEFENCE & SECURITY SYSTEMS (AUSTRALIA) PTY LTD	089 135 704
DEMATRAL PTY LTD	094 707 632
DENIQUE CONNECTION PTY. LTD.	108 529 951
DEVELOPMENTS JS PTY. LTD.	097 996 168
DEVLINK PROJECTS PTY LTD	088 135 639
DEVOLLEE PTY LTD	001 724 714
DIGHTON'S HOTEL PTY. LTD.	007 670 573
DIRECT ACTION VIDEO & T.V. SERVICE PTY. LTD.	006 947 306
DIROGO PTY LIMITED	086 027 116
DIXON ROAD HOLDINGS PTY. LTD.	009 340 112
DOJJ PTY. LTD.	007 926 767
DOMINO LANE PTY. LTD.	007 028 284
DOMNAK PTY LTD	002 377 675
DONG SHUN SHOES INDUSTRY PTY LTD	091 650 985
DOODT NOMINEES PTY. LTD.	005 825 981
DOUBLE K HOLDINGS PTY LTD	096 167 672
DOUGGEL PTY LTD	105 428 340

Name of Company	ACN
DOW SECURITIES PTY. LIMITED	004 398 725
DRAKELOWE HOLDINGS PTY LTD	002 960 812
DRAYWEST PTY LIMITED	050 537 169
DREW CONTRACT SERVICES PTY LIMITED	104 970 685
DS & SJ DEVELOPMENTS PTY LTD	101 864 224
DSC SECURITY PRODUCTS PTY LTD	091 677 226
DYLNITE PTY LTD	003 411 416
E.D.Z. PTY. LTD.	065 305 348
E. MANN NOMINEES PTY. LTD.	007 969 600
EARTHWISE HOLDINGS PTY LTD	060 682 064
EASTERN INDUSTRIAL INVESTMENT PTY. LIMITED	063 585 222
EASYFIXED PTY. LTD.	094 252 954
EASY SHOPPING SOLUTIONS PTY LIMITED	087 400 299
ECLAT PTY. LTD.	007 823 654
EILBECK INDUSTRIES PTY LTD	001 450 899
EL DESEO PTY LTD	108 735 824
ENGINEERED THINKING PTY LTD	104 765 657
ENGIRI HOLDINGS PTY. LIMITED	107 511 544
ENIG PROPRIETARY LIMITED	004 568 656
ENTREE PTY LTD	095 296 165
ENVIRO-TECH PRODUCTS PTY LTD	086 371 146
EPULUM PTY LTD	009 035 769
ERGONOMIC INNOVATIONS PTY LTD	110 692 576
ERIC PROPERTY INVESTMENTS PTY LTD	103 295 585
ERINA SA PTY LTD	074 383 501
ERIN VALE ESTATE PTY LTD	008 910 941
E R M A PTY LTD	001 623 089
ES SERVICES PTY. LTD.	089 287 169
EUROBETA PTY. LTD.	006 774 661
EUROBODALLA PLASTERING PTY LTD	096 382 320
EVANS TOWING & SERVICE PTY. LTD.	060 647 958
EXTERNAL PERSPECTIVE PTY LTD	104 008 700
F.Y.I. ASSOCIATES PTY. LTD.	095 019 408
FANLIK PTY LTD	002 814 520
FARLANE FINANCE & BROKING PTY LIMITED	008 598 696
FENN KAYAKS AUSTRALIA PTY LTD	068 399 771
FERMAR PROPRIETARY LIMITED	005 637 650

Name of Company	ACN
FILTAAN PTY. LTD.	008 653 129
FINANCIAL SENSE PTY. LTD.	006 512 465
FINANCIAL WEBB PTY LTD	051 879 120
FINEROSE PTY LTD	092 817 340
FINNCOVE PTY. LIMITED	093 142 146
FINREEF PTY. LIMITED	003 964 761
FIRST VENTURE INVESTMENTS PTY. LTD.	111 361 909
FLOWTEZI INTL PTY LTD	101 605 261
FLY DIRECT PTY. LIMITED	052 356 573
FOCUS NATIONAL REAL ESTATE PTY LTD	103 958 096
FOCUS PRODUCTIONS PTY LTD	061 802 435
FOJO INVESTMENTS PTY LIMITED	071 179 881
FORDINGBRIDGE PTY. LTD.	068 012 877
FOREST IT SOLUTIONS PTY LIMITED	051 988 062
FRANFELD NOMINEES PTY. LIMITED	004 932 227
FREEMANS (WA) PTY LTD	009 166 750
FREEMAY PTY. LTD.	074 454 872
FRIENDLY MOTORS PTY LTD	003 097 121
FUNG SAYERS HOLDINGS PTY LIMITED	076 331 710
G. K. CARRIERS PTY. LTD.	096 890 701
G & M TAYLOR PTY LIMITED	068 400 779
G & T SAPKO PTY LTD	098 441 573
GAERTH PTY LTD	009 111 022
GANG CHANG INVESTMENT AUSTRALIA PTY LTD	108 986 867
GAREMA CONSULTANTS PTY. LIMITED	005 337 146
GAS LIGHT INDUSTRIES PTY. LTD.	085 375 622
GATCHICORE PTY LTD	086 886 384
GAZEBO HOTELS PTY LTD	000 184 985
GBD COMMUNICATIONS PTY. LTD.	089 662 724
GCUBED PTY LTD	077 056 065
GEKKO TM PTY LTD	081 398 209
GEMAGLOW PTY. LIMITED	078 594 519
GENESIS ORIGINS AUSTRALIA PTY LTD	103 662 308
GERAKIOS MEDITERRANEAN SPONGES PTY LTD	002 777 595
GINA INVESTMENTS PTY. LTD.	065 270 957
GLEN GORKI PTY. LTD.	005 665 789
GLOBAL STUDYLINK PTY LTD	099 119 070

Name of Company	ACN
GLOBAL SUCCESS GROUP PTY LTD	070 613 151
GLOBARR INVESTMENTS PTY. LTD.	006 929 817
GLOWBEN PTY. LIMITED	054 785 018
GLOWVALE PTY. LTD.	011 046 272
G N B PROPERTIES PTY LTD	001 434 859
GODWIN'S WORK 'N CASUAL WEAR PTY. LTD.	073 210 670
GOLDSBOROUGH HOME LOANS PTY LTD	082 299 143
GOLDSBOROUGH MANAGEMENT SERVICES PTY LTD	060 949 153
GOLDSTEIN, TESTA & CO. PTY. LIMITED	089 120 838
GOODBEN PTY. LIMITED	002 944 729
GORDONSBURY COMPANY PTY LTD	061 114 805
GRAHAM PATERSON CONSULTING PTY. LTD.	010 282 603
GRALIA PTY LTD	104 708 787
GREETALIA HOLDINGS PTY. LTD.	006 460 528
GRENICON PTY. LTD.	085 294 159
GREY STONES PTY LTD	108 526 978
GRIMSEY JOHNSON CONSTRUCTIONS PTY. LIMITED	003 980 818
GRIMSEY JOHNSON MAINTENANCE PTY LTD	086 134 438
GROUP-R PTY LTD	072 945 683
GUMERACHA IMPORTS PTY LTD	112 005 955
H.D. & M.A. GUNTUN PTY. LTD.	069 799 195
H.K.S. PROPERTY HOLDINGS PTY. LIMITED	002 380 243
HAL MYERS PTY LTD	000 879 096
HAMILL PTY LTD	067 159 282
HANAMAR PTY. LTD.	103 156 243
HANNA (SUPERANNUATION) PTY LIMITED	065 208 675
HANS SZUBERT BLINDS PTY LTD	091 379 047
HARRY FASHION PTY. LTD.	087 374 365
HARTLOCK PTY. LTD.	093 023 708
HARVARD CONSULTING GROUP (AUST) PROPRIETARY LIMITED	064 314 521
HARVIHIL PTY. LIMITED	007 541 700
HASSALLCOURT PTY. LTD.	103 292 959
HAVENGLIDE PTY LTD	098 760 340
HAVISA NOMINEES PTY. LTD.	005 168 212
HAWORTH ENTERPRISES PTY LTD	107 368 678
HEAGNEY NOMINEES PTY LTD	008 895 421
HEGNEY HORTICULTURE PTY LTD	103 353 537

Name of Company	ACN
HELEN VIEW ESTATES PROPRIETARY LIMITED	004 399 106
HENRY JONES FOODS KYABRAM SUPERANNUATION NOMINEES PTY LIMITED	064 925 999
HITRON HOLDINGS (VICTORIA) PTY. LTD.	003 460 928
HOGGI'S PTY LIMITED	003 104 783
HOMEBUSH BAY SPORTS CLUB PTY. LIMITED	080 878 879
HOPACOVE PTY LTD	072 941 845
HORIZONTAL D.D. PTY. LTD.	089 814 282
HOSIE ENTERPRISES (AUST.) PTY. LTD.	006 257 414
H P COATS PTY LTD	002 167 491
HYDRO-FORCE AUSTRALIA PTY LTD	056 191 925
HYPERSONIQ PRODUCTIONS PTY LTD	102 359 544
HYREGIN PTY. LIMITED	006 048 264
I.G. & D.L. BROUGHTON ENGINEERING PTY. LTD.	059 709 205
IAN PARK GRIP SERVICES PTY. LTD.	006 350 689
I C AUSTRALIA PTY LTD	103 119 400
ICON CONSULTANTS PTY. LTD.	103 641 649
IDOCS PTY LTD	101 718 361
IHL NUMBER ONE SUPERANNUATION PTY LIMITED	065 780 903
IHL NUMBER THREE SUPERANNUATION PTY LIMITED	065 780 887
IHL NUMBER TWO SUPERANNUATION PTY LIMITED	065 780 912
IKC PTY LTD	101 129 257
INCHI ENTERPRISE PTY. LTD.	094 642 501
IN FACT PAYROLL CONSULTING SOLUTIONS PTY LTD	102 554 307
INFO PAC INVESTMENTS PTY LTD	087 802 837
INNO FINE FABRICS PTY. LIMITED	082 297 505
INSPIRING DISCOVERIES PTY LIMITED	093 056 887
INTEGRATED SYSTEMS GROUP PTY LTD	090 415 893
INTERDATA PTY LTD	001 238 197
INTERLINK MEDIA & LEISURE GROUP PTY LTD	074 646 254
INTERNATIONAL ASSET LENDING PTY LTD	104 885 921
IPG-INTELLECTUAL PROPERTY GROUP PTY LTD	060 449 167
IRELAK ENTERPRISES PTY LTD	101 733 626
IT & TEBUS CONSULTING PTY LTD	087 927 759
ITA PTY. LIMITED	096 258 767
I 4 BUSINESS PTY LTD	001 742 785
J. & K. PROJECT MANAGEMENT SERVICES PTY. LTD.	007 408 639
J.F. RODRIGUEZ FLOOR SANDING & POLISHING PTY. LIMITED	075 650 136

Name of Company	ACN
J.M. SLONIM PTY. LTD.	067 551 599
J.M. YOUL CONSULTANTS INVESTMENT PTY. LTD.	079 160 053
J & I REUVENI PTY LTD	091 639 093
J & J INTERNATIONAL PTY. LTD.	061 750 169
JACARRIE PTY LTD	092 127 332
JAG REALTY PTY. LIMITED	003 557 211
JAMTAM PTY. LIMITED	096 930 791
JANDJA PTY LTD	010 312 400
JANVALE PTY. LTD.	010 889 157
JAPANESE CAR CARE CENTRE PTY LTD	002 120 087
JARDINE FOOD SERVICES (S.A.) PTY. LIMITED	008 122 085
JAYTECT DESIGN PTY. LTD.	095 018 447
JAYVEE AUSTRALIA PTY LTD	101 676 733
JELFS AND REDDINGTON PTY LTD	066 063 429
JENOLAR PTY LTD	067 840 475
JESSER THREE PTY LTD	106 782 030
JETTY ROAD TAKE-AWAY PTY LTD	006 464 419
JLS TRANSPORT PTY LTD	090 404 265
JLW INTERNATIONAL INVESTMENTS PTY. LTD.	106 031 556
JND INVESTMENTS PTY LTD	083 212 793
JOANNEMAT PTY LTD	093 091 331
JOHN BECKETT & ASSOCIATES PTY. LIMITED	094 828 181
JOHN CORSER PTY. LIMITED	004 489 025
JOHN COX INTERNATIONAL PTY. LTD.	005 454 259
JOHNJELLA INVESTMENTS PTY. LTD.	078 771 721
JOHN R WATTS INVESTMENTS PTY LTD	001 016 600
JOHN SCHARP PTY. LTD.	005 106 678
JOHNSONVILLE PTY LTD	009 191 664
JONSTAR PTY LTD	067 425 914
JPM TRAVEL PTY LTD	009 526 998
JUDY COLLINS PTY LTD	096 140 251
JULANA NOMINEES PTY. LTD.	005 867 470
JULIA FARR CENTRE PROVIDENT PLAN PTY LTD	066 741 615
K. & C. CABINETS PTY. LTD.	008 113 853
K.C.Y. PTY. LTD.	065 305 302
K.I.M. BUILDING CONSTRUCTIONS PTY. LTD.	089 806 379
K & P CORE TRADING PTY LTD	108 471 272

Name of Company	ACN
KAIBAK TRADING PTY LTD	108 549 962
KAIZEN CORPORATE (WA) PTY. LTD.	100 823 658
KALORI GROUP WIRELESS HOLDINGS PTY LIMITED	092 916 231
KAR BITZ PTY LIMITED	089 803 412
KARGA PTY LTD	076 989 618
KARLIONE PTY LTD	075 564 957
KAYTLYN PTY LTD	109 359 079
KAZYS PTY. LTD.	062 069 176
KEELSONG PTY. LIMITED	050 051 388
KENMURE PTY. LTD.	009 700 887
K H PERRY & CO INDEPENDENT FINANCIAL PLANNING PTY LIMITED	003 346 567
KIAH CONSTRUCTION PTY. LTD.	006 023 856
KIRSKY PTY. LIMITED	109 397 560
KIYOSHI INTERNATIONAL PTY LTD	109 045 623
KIZKIN PTY LTD	003 349 595
KNIGHTLIFE (NSW) PTY LTD	087 421 930
KOMC CONTRACTORS PROPRIETARY LIMITED	005 487 589
KOOLKARZ PTY LTD	084 451 258
KOPSON DEVELOPMENTS PTY LIMITED	099 775 925
L. & A. FIDELITY PTY LTD	008 784 745
L.A. POWER NOMINEES PTY. LTD.	010 061 293
LADIES MASTERS OF BUSINESS PTY LTD	098 462 214
LAGBAKER PTY LIMITED	010 402 490
LAI & SONG PTY. LIMITED	062 296 226
LAKE GARDENS ARCHES PTY LTD	096 339 598
LAKE GLEE PTY. LIMITED	010 575 863
LANDSVALE ENTERPRISES PTY LTD	088 316 670
LANGCAZ PTY. LIMITED	074 356 406
LANLEX NO 76 PTY. LIMITED	003 982 563
LANTECH SOLUTIONS PTY LTD	078 944 359
LAST CONCEPT INVESTMENTS PTY. LTD.	065 369 637
LAURIE LANE PTY LTD	065 294 171
LEGAL & GENERAL CONSULTING (QLD) PTY LTD	101 685 036
LEGAL & GENERAL PROPERTIES (QLD) PTY LTD	101 688 082
LERBIV INVESTMENTS PTY. LTD.	061 990 752
LERBIV NOMINEES PTY. LTD.	005 312 096
LESKE HOLDINGS PTY. LTD.	086 394 925

Name of Company	ACN
LETTS CONSULTING PTY LTD	081 264 708
LE TYSSONS FASHION PTY LTD	082 161 144
LFMB DEVELOPMENTS PTY. LTD.	090 074 463
LGA RECRUITMENT PLUS PTY LTD	086 638 931
LIFE AT NITE PTY LTD	093 852 629
LILYDALE MEMORIALS (VIC) PTY LTD	101 050 202
LIM & ONG ENTERPRISES PTY LTD	097 890 901
LINFLO TRANSPORT PTY LTD	108 822 966
LISTDALE PTY. LIMITED	010 187 345
LIVERPOOL SCRAP METALS (N S W) PTY LTD	003 372 307
LIVING HOME BUILDERS (VIC) PTY. LTD.	068 205 078
LKK BIRD TRANSPORT PTY LTD	106 001 021
LLISHIN MATERIAL PTY LTD	108 863 592
LOKAHI SURF COMPANY PTY LTD	106 057 989
LOKE INTERNATIONAL PTY LIMITED	087 997 484
LOOKGOOD HEALTH SERVICES PTY. LTD.	092 176 022
LORDSIN PTY LTD	002 034 353
LYNGRAM PTY. LIMITED	003 501 219
M.S. RESOURCES PTY. LTD.	077 280 507
MACLEOD EXCAVATIONS PTY. LTD.	005 054 606
MADE BY NATURE PTY LTD	084 937 075
MAIL ORDER DIRECT PTY LTD	071 336 359
MANUEL PAINTING CONTRACTORS PTY LTD	067 946 614
MANUFACTURED HOUSING TECHNOLOGY PTY. LTD.	007 419 552
MARKCORP INVESTMENTS PTY LTD	065 371 066
MARKET STREET PTY LTD	082 468 531
MARKHAM PROPERTY FUND NO.1 PTY LIMITED	099 688 954
MARRAY NOMINEES PTY LTD	078 824 898
MART (ACT) PTY LIMITED	105 251 992
MATECH INSTRUMENTS PTY LTD	002 121 879
MATIN FUTURE INVESTMENTS PTY. LIMITED	103 595 704
MATROCAT CONSULTING PTY LIMITED	076 532 600
MAUMAC PTY. LIMITED	070 642 321
MCDONALD SUPERANNUATION CO. PTY. LTD.	074 403 679
MCWATERS NOMINEES PTY LTD	008 783 524
MEDAN TRADING CO PTY LTD	107 169 764
MELBOURNE TILING PTY. LTD.	104 495 427

Name of Company	ACN
MENDOZA PTY. LTD.	008 295 261
MESSAGE IN A BOTTLE SOFTWARE PTY LIMITED	091 920 544
METROCON PAVING PTY. LTD.	053 415 197
METTINSKY PTY LIMITED	100 554 550
MEVGOLD PTY. LTD.	010 925 961
MGF DEVELOPMENTS PTY LTD	104 018 206
MICHAEL CHANG PTY. LIMITED	003 992 309
MICHAEL D. HILL PTY. LTD.	008 144 527
MICHAEL HULL ESTATES PTY LTD	084 240 237
MICROSTAR CONSULTING PTY LTD	102 330 209
MILLCOVE PTY. LIMITED	064 848 102
MILLS AND JONES PTY LIMITED	099 238 187
MIN DE INTERNATIONAL (AUST) TRADE PTY. LTD.	091 632 487
MING CHEUNG PTY. LTD.	090 639 900
MIN MIN AUSTRALIA PTY. LTD.	105 753 544
MIN ZAR NI (AUSTRALIA) PTY LTD	104 928 994
MISTWEB PTY. LTD.	059 693 462
MJ & CA ENTERPRISES PTY LTD	068 152 198
MONAGROVE PTY. LTD.	011 068 581
MONICH DEVELOPMENTS PTY. LTD.	087 979 806
MOORE ENTERPRISES (AUST) PTY. LTD.	077 730 780
MORI BIO-LINK PTY LTD	109 327 997
MOUNT PERCY INVESTMENTS PTY. LTD.	096 395 998
MT DRUITT APPLIANCES PTY LTD	078 106 868
MUBISA PTY LTD	001 334 041
N. & L. HAULAGE PTY. LTD.	084 100 961
N. & R. IGLIO PTY. LTD.	007 828 757
NADINE CLARKE PTY LTD	091 890 274
NAFWAM ENTERPRISES PTY LTD	065 038 691
NAKERE PTY. LTD.	086 115 335
NARUMA PTY LIMITED	090 117 623
NASSAR COMMUNICATIONS PTY. LTD.	055 830 754
NATALIE ROGERS PTY. LTD.	093 591 069
NATIONAL CORPORATE SECURITY PTY LTD	093 942 520
NATIONAL INVESTMENT SERVICES PTY LIMITED	081 914 963
NELTON TEXTILES AUSTRALIA PTY. LTD.	005 817 158
NELUTU PTY LTD	002 417 638

Name of Company	ACN
NET: WXS PTY LTD	092 259 991
NET GRAMMAR SCHOOL PTY. LTD.	083 180 385
NEWGOLD NOMINEES PTY LTD	105 132 134
NEW WORLD PTY LTD	109 556 149
NEXT STAGE DEVELOPMENTS PTY LTD	098 000 652
NICHE DESIGN PTY LTD	083 072 477
NO. 19 FLETCHER STREET PTY. LTD.	004 700 261
NODIUS PTY. LTD.	009 314 872
NOEL JAMES THOMPSON HOLDINGS PTY. LTD.	010 226 196
NORAHAIL PTY. LIMITED	070 036 458
NORING HOLDINGS PTY LTD	003 021 154
NORVEST PACIFIC PTY LIMITED	101 085 250
NOTROG PTY LTD	105 387 942
NOVOCASTRIAN DEVELOPMENTS PTY LTD	102 595 906
NQ SPORTS MEDICINE PTY. LTD.	058 537 643
NURUNDERI PTY. LIMITED	064 013 476
OFFICE SUPPORT SERVICES INTERNATIONAL PTY LTD	061 591 286
OFFWORK DUBBO PTY. LTD.	094 384 620
ON-SIGHT ENGINEERING PTY. LIMITED	002 173 024
OPTIMAL ENTERPRISES PTY. LTD.	103 337 757
ORBITAL AIR FILTERS (AUST) PTY LTD	054 790 626
ORBIT ENGINEERING PTY LTD	002 641 090
ORDINA PTY. LTD.	010 959 814
OSAYORK PTY. LIMITED	003 529 119
P.F. & M. ADMINISTRATION PTY. LTD.	006 397 753
P.T. PENEEDA PTY LTD	100 916 569
P & E HEADLAND PTY LTD.	002 464 244
PACIFIC BUILDING MATERIAL PTY. LTD.	079 924 280
PANELCRAFT PTY. LTD.	009 718 647
PANELCRAFT 2 PTY LTD	009 763 624
PANELCRAFT 5 PTY LTD	007 645 678
PANELCRAFT 6 PTY LTD	009 718 352
PANELVENEER PTY LTD	006 781 077
PARK ESTATE AGENCY (1982) PTY LTD	009 039 847
PARRYS JEWELLERS WHOLESALE PTY LTD	002 353 862
PARTY PLANNERS PTY LTD	092 760 024
PATEENA PASTORAL PTY. LTD.	009 506 807

Name of Company	ACN
PATHFINDER BOOKS PTY LIMITED	073 047 015
PAUL HART PTY. LTD.	097 227 533
PEOPLEMIND CONSULTANTS PTY LTD	108 094 908
PERPALM PTY. LIMITED	070 051 857
PERTHCAM PTY LTD	091 138 591
PETER SHROWDER NOMINEES PTY LTD	050 020 034
PG ASSOCIATES PTY LTD	073 585 369
PHAIR NOMINEES PTY. LTD.	005 774 701
PHARMATECH CONSULTING PTY. LTD.	087 841 790
PHELA NOMINEES PTY. LTD.	006 500 054
PHOREND NOMINEES PTY. LIMITED	004 784 409
PIEMONTE WA PTY LTD	082 979 324
PILATUS INVESTMENTS PTY. LIMITED	080 244 159
PINECAB PTY. LIMITED	008 663 689
PINSAR PTY. LIMITED	100 470 317
PIPE PRODUCTIONS INTERNATIONAL PTY LTD	077 023 315
PLANET CORPORATION (VIC) PTY. LTD.	087 944 152
PLANTCOM PTY LTD	096 791 516
PLEASUREWORLDWIDE (AUSTRALIA) PTY LTD	100 787 577
PLENITUDE PTY. LTD.	059 090 050
POLETTI CONSTRUCTIONS PTY. LIMITED	060 211 681
POLYCOLOR PTY LTD	079 854 612
PORTEVAN PTY LTD	087 707 873
POYNPLUS PTY LTD	002 998 272
PPF AUST PTY LIMITED	002 048 295
PROBIA AUSTRALIA PTY LTD	077 234 274
PROPERTY SYNDICATE NO 5005 PTY. LTD.	104 695 838
P S BURRETT & ASSOCIATES PTY LTD	002 527 755
PSI INDUSTRIAL HOLDINGS PTY. LTD.	010 868 416
PTCJ INVESTMENTS PTY LTD	081 569 351
QCAM PTY. LTD.	010 788 557
Q ENTERPRISE PTY LIMITED	064 829 483
QLD INVESTORS PTY. LTD.	078 666 501
QSI PTY LTD	077 394 131
QUALITY MANAGEMENT ADVISORS PTY. LTD.	006 068 604
R.V.D.B. PTY. LTD.	066 973 859
R & C DI PIETRO NOMINEES PTY. LTD.	080 485 516

Name of Company	ACN
R & RJ ENTERPRISES PTY LIMITED	064 245 996
R AND R TIMBER BOX PTY. LTD.	064 121 937
RAT CORP PTY LTD	073 149 774
RAVEN BIG PICTURE PTY LTD	057 497 195
RDB SERVICES PTY LTD	113 601 602
REBEL GOLD PTY. LIMITED	050 144 799
RE CONSULT PTY. LTD.	091 202 014
RED FIVE TECHNOLOGIES PTY LTD	085 693 250
REGALZONE HOLDINGS PTY LTD	064 081 250
REGISPONT PTY. LIMITED	007 138 472
RELIK PTY LTD	071 494 105
REMINISCE PTY LTD	009 061 401
REMKO PTY. LTD.	062 643 467
REMM-HAYFIELD PTY. LTD.	005 823 423
RENLANA (AUSTRALIA) PTY LTD	005 450 902
REROOF PTY LTD	084 268 539
RESIDENTIAL PROPERTY FUNDS MANAGEMENT LIMITED	105 380 550
RESIDENTIAL WEALTH PTY LTD	099 567 754
RIALTO HOMES PTY LTD	112 531 763
RICANN LUCAS PTY. LTD.	081 582 327
RINOSHORE PTY. LIMITED	003 689 441
R J T MANDURAH INVESTMENTS PTY LTD	079 052 467
R J YOUNG ENTERPRISES PTY LTD	002 281 852
ROCKEY LUI MEDICAL SERVICES PTY LTD	102 720 927
RODEDO PTY LTD	095 246 496
RODNEY ROBINSON PTY. LTD.	006 805 090
RODRIGEZ PTY LIMITED	100 554 596
RONCAR (ROCKHAMPTON) PTY LTD	068 117 500
ROSTOM ENTERPRISES PTY LTD	069 764 576
RUWALD & SKINNER PRODUCTIONS PTY. LIMITED	001 438 722
RYLSTONE KANDOS MILKO PTY LIMITED	070 048 869
S. & L. VAN UNEN NOMINEES PTY. LTD.	007 190 730
S.D.R.B. ARMCLD PTY LTD	006 834 242
S.J. WEIR RETIREMENT & INSURANCE PLAN (1980) PTY LTD	065 718 210
S.R. GUNARATNE (MEDICAL) PTY. LTD.	010 837 733
S & A GEOPHYSICAL PTY LTD	104 384 634
S & J MAGIC CLEANING SERVICE PTY LTD	096 973 214

Name of Company	ACN
SALLY BROWNE HOLDINGS PTY. LTD.	006 058 377
SALLY BROWNE INVESTMENTS PTY. LTD.	006 058 573
SAMATOP PTY. LIMITED	079 258 290
SAMBORA PTY. LTD.	069 498 317
SAMSON TRADING CO. PTY. LTD.	055 839 079
SAMVIRG PTY. LIMITED	008 605 829
SAPPHIRE PRIVATE EQUITY PARTNERS PTY LTD	107 983 924
SA PROPERTY DEVELOPMENT PTY LTD	106 695 907
SEA-BLUE SEAFOOD'S PTY LTD	105 542 863
SEAFORTH ASSET PTY LTD	101 175 179
SECURITY CONCEPTS (AUST) PTY LTD	090 470 590
SELEE CORPORATION AUSTRALIA PTY. LTD.	076 865 757
SELSEY NOMINEES PROPRIETARY LIMITED	004 967 908
SGM DESIGNS PTY LTD	079 202 958
SHARE INVESTMENT CONCEPTS PTY LTD	063 314 223
SHARRBRIDGE PTY LTD	002 428 855
SHAZMAT PTY. LTD.	007 008 228
SHEETS PLUS AUSTRALIA PTY. LTD.	080 170 350
SHELL DEVELOPMENT (VIC/P19) PTY LTD	090 939 209
SHELL DEVELOPMENT (VIC/P22) PTY LTD	090 939 227
SHELL DEVELOPMENT (VIC/RL2) PTY LTD	090 939 512
SHELL DEVELOPMENT (VIC/RL3) PTY LTD	090 939 521
SHERBOR PTY LTD	059 524 471
SIGNATURE INDUSTRIES PTY LTD	064 289 523
SILKSOFT SOLUTIONS PTY LTD	081 975 359
SILVANO R. MATTIACCIO PTY LTD	009 070 357
SIMON HPPL PTY LIMITED	002 591 853
SIMON MCLEAN STUDIOS PTY. LTD.	060 785 677
SISTM PTY. LTD.	081 712 423
SKAMPO PTY. LTD.	105 535 564
SKILL CLEANING SERVICES PTY. LTD.	109 770 596
SKYE HOLDINGS PTY. LIMITED	064 755 782
SKYESPIRES PTY LTD	104 580 298
SKYMART PTY. LIMITED	003 707 042
SMJT PTY LTD	107 388 867
SOCIETY FOR OBESITY SUPPORT LTD	094 445 057
SOLITARE PTY LTD	094 096 714

Name of Company	ACN
SOUNDLINE AUSTRALIA PTY. LTD.	087 265 889
SOUNDTECH & SHEETMETAL PTY. LTD.	053 357 529
SOUTHERN ICON PTY LIMITED	110 385 530
SOUTHERN MONARO HOLDINGS PTY LTD	088 999 017
SOUTH PACIFIC GRANITE PTY. LIMITED	003 077 790
SOUTHSIDE ESTATES PTY LIMITED	068 164 769
SPARKLES PROPERTY CLEANING PTY LTD	094 406 792
SPECIALTY TOURS OF AUSTRALIA PTY LIMITED	064 714 969
SPENCER GULF ENTERPRISES PTY. LTD.	082 009 265
SPESAT PTY. LTD.	009 510 463
SPORTS ONE AUSTRALIA PTY LTD	083 255 565
STAG BUILDING SERVICES PTY. LTD.	111 869 580
STEDMERE PTY. LIMITED	010 515 125
STEEDMANS PTY. LIMITED	009 518 129
STEPMOR INVESTMENTS PTY. LTD.	092 965 752
STERLING EQUITIES MANAGEMENT SERVICES PTY. LTD.	008 112 712
STEVANNE APARTMENTS PTY LIMITED	076 835 731
STORAGE KING GRANVILLE LTD	097 388 899
STRATEGIC EQUITY PTY. LTD.	006 424 988
STREETON NOMINEES PTY. LTD.	106 078 157
STRIBLEY & YOUNG PTY LTD	092 085 517
STYLECRAFT MANUFACTURING PTY LTD	001 583 008
SUCCESS HIGHWAY PTY LTD	108 895 227
SUNNY HOLIDAYS AUSTRALIA PTY. LIMITED	066 089 183
SUNNYHOLT AUTO ELECTRICAL PTY LTD	081 635 243
SUN VALLEY ENTERPRISES PTY LTD	079 545 832
SUNWALK HOLDINGS PTY LTD	053 179 490
SWANRING PTY. LTD.	062 146 552
SWC BUSINESS SERVICES PTY LTD	098 361 230
SYLVATECH QUEENSLAND PTY. LTD.	079 637 684
SYNBAY PTY. LTD.	102 616 231
SYSTEMS ENGINEERING (AUST) PTY LIMITED	104 391 335
T. & G. GEORGE TRANSPORT PTY. LTD.	007 292 613
T.C.B. CONSULTING PTY. LIMITED	066 647 685
T.P.S. SALES PTY. LTD.	010 502 940
T & G GEORGE NOMINEES PTY LTD	090 729 927
TAFTON PTY. LIMITED	064 756 896

Name of Company	ACN
TAILORED LOGISTICS CONSULTING PTY LTD	100 154 069
TASIA PTY. LTD.	095 383 985
TASMAN PROPERTIES (294 ADELAIDE STREET) PTY LIMITED	010 612 889
TAYLOR & ASSOCIATES (N.S.W.) PTY LIMITED	105 050 039
TAYLOR FENCING PTY LTD	006 051 707
TAYLORS TREE SERVICE PTY LTD	089 249 892
TELEPHONE HOSPITAL PTY LTD	103 756 225
TEMPTASIA PTY LTD	104 369 020
TENGU PRODUCTIONS PTY LIMITED	066 075 901
TERSEN PTY. LTD.	010 046 054
TESSAVER PTY. LTD.	082 764 323
TEVRON PTY. LIMITED	006 248 308
THE BACKPACKER JUICE CO. PTY LTD	106 249 316
THE CARPET COMPANY (LAUNCESTON) PTY. LTD.	100 910 263
THE INTELLIGENCE STUDY CENTRE (ASIA-PACIFIC) PTY. LTD.	085 969 446
THE MANHATTAN CLUB LTD	090 449 308
THE MIDLANDS BUILDING AND ELECTRICAL SUPPLY CO. PTY. LIMITED	004 528 278
THE NEW GARDENS MEDICAL CENTRE PTY. LTD.	005 980 218
THERAPEUTIC OILS CORPORATION PTY LTD	099 202 392
THE SOAP HOLDER COMPANY (NSW) PTY. LTD.	101 766 661
THE URBAN FENCING GROUP PTY LIMITED	105 234 142
THE WALRUS SAID PTY LTD	079 677 777
THIRD HAND ENTERPRISES PTY LTD	091 944 375
THOMSON DEVITT PTY LTD	005 152 625
THORNKEN PTY. LIMITED	007 414 011
TIMESMART PTY LTD	095 548 995
TMA CONSULTING PTY. LTD.	086 622 808
TODDO & MAS PTY LTD	093 168 480
TONKIN MOORE PTY LTD	009 190 041
TOOL TRADERS PTY. LTD.	004 666 504
TOPRIDGE VALE PTY. LTD.	065 366 841
TOTAL SITE SERVICES PTY LIMITED	103 479 189
TOUCHPOINT MIS PTY LIMITED	081 979 311
TRADEMARK BIRTHRIGHTS INSURANCE FRANCHISE PTY. LIMITED	050 214 269
TRAXVILLE PTY. LTD.	059 117 574
TRI-SPHERE PTY LTD	102 402 773

Name of Company	ACN
TRIANGLE INVESTMENT GROUP PTY LTD	087 397 699
TRIDENT MARINE SERVICES PTY LTD	106 602 402
TRIMEX GROUP PTY. LTD.	106 395 813
TRIPLECHALLENGE.COM PTY LTD	092 147 441
TRISTEEL ENGINEERING PTY. LTD.	009 559 924
TRUE BLUE ROOFTILING PTY LTD	087 422 106
TRURAN & HOBBS INVESTMENTS PTY. LTD.	007 955 384
TRYLIP PTY LTD	003 422 044
TUNING SOLUTIONS INTERNATIONAL PTY LTD	101 407 854
UNITED LOCKSMITHS PTY LTD	093 284 318
UNIVERSAL HOME BUILDERS PTY LTD	100 465 647
URH128 PTY LTD	087 999 844
VALGEO NOMINEES PTY LTD	080 288 624
VANDENE INVESTMENTS PTY LTD	079 117 392
V C DALTON PTY LTD	002 159 293
VEILADY PTY. LTD.	076 225 191
VENRANGE MARQUISE PTY LIMITED	085 142 650
VENTURE SUPPORT INVESTMENTS PTY LTD	069 069 110
VERN DRAKE REAL ESTATE PTY LTD	001 820 033
VIDEN PTY LIMITED	066 568 581
VILO ENTERTAINMENT PTY. LIMITED	079 070 090
VINCENT LEOW & ASSOCIATES PTY LIMITED	109 620 644
VISION AIRCRAFT PTY LIMITED	072 824 321
VIVA LOCA PTY LTD	088 099 781
W.R. PARKER PTY. LTD.	010 362 464
W. RATH (MEDICAL) PTY. LTD.	010 823 471
W. RENTON-POWER PTY. LTD.	010 366 328
W & CE THURSTON PTY LIMITED	081 624 900
WALKABOUT INSTALLATIONS PTY. LTD.	108 546 783
WALLIS CARRYING CO. PTY. LTD.	003 774 801
WATERSHED PRODUCTIONS PTY LTD	078 701 069
WATTAGAN CREEK PTY LTD	001 706 752
WESTERLY MANDURAH PTY LTD	112 742 542
WHACKO ENTERTAINMENT PTY. LTD.	006 380 052
WILSFIELD COMPANY PTY LTD	110 350 199
WINSER INVESTMENT COMPANY PTY LTD	001 467 170
WISAK GROUP PTY. LTD.	104 230 006

Name of Company	ACN
WISE CONSULTING SERVICES PTY LTD	096 577 445
WISE INDUSTRIES PTY LTD	092 202 849
WOLF INTERACTIVE PTY LIMITED	079 267 566
WOMEN OF WEALTH AUSTRALIA PTY. LTD.	079 282 545
WRENN HOLDINGS PTY LTD	092 300 635
XTREME BASS PTY LTD	097 857 273
XYRUS PTY LTD	093 925 341
Y & S MARKETING COMMUNICATIONS PTY LTD	105 189 384
YASHKA PTY. LTD.	088 141 539
YEDVIL PTY LIMITED	082 651 287
YRED PTY. LTD.	010 032 550
ZAINI PTY. LTD.	070 145 069
ZELIN FASHIONS PTY. LTD.	088 178 072
ZENDA NOMINEES PTY LTD	008 797 939
Z1W COMPUTING PTY. LTD.	099 236 932
005 603 010 PTY LTD	005 603 010
120 STUDIO PTY LTD	082 918 750
401 COLLINS STREET PTY LIMITED	006 787 757

CORPORATIONS ACT 2001
Subsection 601PA(3)

Notice is hereby given that the managed investment scheme(s) mentioned below will be deregistered when two months have passed since the publication of this notice.

Dated this twenty-fifth day of August 2005

Jeremy McNeice
DELEGATE OF
THE AUSTRALIAN SECURITIES AND INVESTMENTS COMMISSION

Name of Company	ARSN
AUSTRALIAN GOLD TRUST	107 525 226
HALE & SHEPHERD INVESTMENTS FUND	099 166 980

CORPORATIONS ACT 2001

Subsection 601PB(2)

Notice is hereby given that the managed investment scheme(s) mentioned below will be deregistered when two months have passed since the publication of this notice.

Dated this twenty-fifth day of August 2005

Jeremy McNeice
DELEGATE OF
THE AUSTRALIAN SECURITIES AND INVESTMENTS COMMISSION

Name of Company	ARSN
INVESCO WHOLESALE OVERSEAS FIXED INTEREST FUND	092 662 176

CORPORATIONS ACT 2001
Section 601CL(4)

Notice is hereby given that at the end of three months from the date hereof, the names of the foreign companies mentioned below will, unless cause is shown to the contrary, be struck off the register.

Dated this twenty-fifth day of August 2005

Jeremy McNeice
DELEGATE OF
THE AUSTRALIAN SECURITIES AND INVESTMENTS COMMISSION

Name of Company	ARBN
BALDWIN SHELSTON WATERS SERVICES LIMITED	082 707 980
DOT HILL SYSTEMS CORP.	100 849 858
LUXE ASIA LIMITED	108 659 052
ONIONTECH21 CO.,LTD	107 599 995

CORPORATIONS ACT 2001
Subsection 601AB(3)

Notice is hereby given that the companies mentioned below
will be deregistered when 2 months have passed since the publication
of this notice.

Dated this twenty-fifth day of August 2005

Jeremy McNeice
DELEGATE OF THE AUSTRALIAN SECURITIES AND INVESTMENTS COMMISSION

Name of Company	ACN
AFFINITY CORPORATION PTY LTD	091 554 826
ALTONA TRUCKING COMPANY PTY. LTD.	093 866 785
ASSET PROJECT MANAGEMENT SERVICES PTY LIMITED	003 584 094
AUD'S CLEANING PTY LTD	098 843 120
AUSSIE DIAMOND PTY LTD	101 603 758
BETTAFRESH (QUEENSLAND) PTY LIMITED	064 756 341
BIMDALE PTY LTD	002 761 499
CAMABY PTY LTD	096 553 892
CARLBERG PRODUCTION PTY LTD	097 611 580
CICILOA PTY. LIMITED	003 559 386
COOMEALLA ABORIGINAL HOUSING CO LTD	001 267 367
CSS PROPERTIES PTY LTD	007 188 481
D.K. & J.K. ENTERPRISES PTY. LIMITED	083 842 362
DAMECO PTY LTD	093 000 170
DARRAMIN PTY. LTD.	090 257 999
ESCALATOR HANDRAIL ADVERTISING INTERNATIONAL PTY LIMITED	073 929 254
FROTVIEW PTY. LIMITED	003 623 470
G.J. LAWRENCE AIRCONDITIONING PTY LTD	086 449 167
GENERAL TECH. CONSTRUCTIONS PTY LTD	073 419 486
GLOBAL SITE MANAGEMENT PTY. LTD.	078 243 786
GREAT FRUIT PTY LTD	091 274 752
HEART HEALTH INTERNATIONAL PTY LIMITED	003 536 203
INDEPENDENT AGENCY SERVICES AUSTRALIA PTY LTD	066 219 716
INTERNATIONAL HAIR PRODUCTS PTY LTD	077 244 092
JAYARBE INVESTMENTS PTY LIMITED	081 606 135

Name of Company	ACN
KEICOR CONCRETING & STEELFIXING PTY LIMITED	003 066 233
LEMMING PRINTING PTY LTD	073 255 393
MATONO FOODS CATERING PTY. LTD.	099 325 550
MIKE & SON PAINTING (NSW) PTY. LIMITED	107 947 026
OCDAVO PTY LTD	072 418 403
PATERSON & ASSOCIATES EVENT MANAGEMENT PTY. LTD.	003 632 219
POLY-FLEX MARKETING PTY LTD	069 157 151
PORT PHILLIP DEVELOPMENTS PTY LTD	097 425 084
R.G.H. CONSTRUCTIONS PTY LTD	093 133 594
RAYZ CONTRACTING PTY. LIMITED	057 322 586
REVIEW HOME CONCEPTS PTY LTD	086 860 531
SM GROUP PTY. LTD.	078 446 278
THE GLEAMHOUSE EFFECT PTY LIMITED	077 675 524
THE MEDIA INDEX PTY. LTD.	095 134 428
THOMPSON LAND LTD.	006 544 672
TRADIES CHOICE PTY LTD	010 506 153
TUSCANY LOAF BAKERY CAFE PTY. LTD.	088 201 638
VOYAGER CONSTRUCTIONS PTY LTD	084 870 084
WAWEGO PTY LTD	095 499 522

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.

AUSTRALASIAN RETAIL MEDIA GROUP PTY LTD ACN 114 426 158 will change to a public company limited by shares. The new name will be AUSTRALASIAN RETAIL MEDIA GROUP LTD ACN 114 426 158.

BALLADONIA ENERGY PTY LTD ACN 089 531 082 will change to a public company limited by shares. The new name will be BALLADONIA ENERGY LIMITED ACN 089 531 082.

DC CORPORATION AUSTRALIA LTD ACN 094 797 618 will change to a proprietary company limited by shares. The new name will be DC CORPORATION AUSTRALIA PTY LTD ACN 094 797 618.

GENERIC BLU PTY LTD ACN 108 211 776 will change to a public company limited by shares. The new name will be GENERIC BLU LTD ACN 108 211 776.

LITTLE WORLD BEVERAGES PTY LTD ACN 081 128 225 will change to a public company limited by shares. The new name will be LITTLE WORLD BEVERAGES LIMITED ACN 081 128 225.

MARIANA RESOURCES NL ACN 078 206 550 will change to a public company limited by shares. The new name will be MARIANA RESOURCES LIMITED ACN 078 206 550.

NEXT FINANCIAL PTY LTD ACN 081 722 894 will change to a public company limited by shares. The new name will be NEXT FINANCIAL LIMITED ACN 081 722 894.

BABCOCK & BROWN WIND PARTNERS PTY LIMITED ACN 105 051 616 will change to a public company limited by shares. The new name will be BABCOCK & BROWN WIND PARTNERS LIMITED ACN 105 051 616.

CLEAN SEAS AQUACULTURE HATCHERY PTY LTD ACN 094 380 435 will change to a public company limited by shares. The new name will be CLEAN SEAS TUNA LTD ACN 094 380 435.

DEBIT CARD PLUS PTY LTD ACN 108 839 596 will change to a public company limited by shares. The new name will be DEBIT CARDS PLUS LIMITED ACN 108 839 596.

JOHNSON MATTHEY LTD ACN 000 018 299 will change to a proprietary company limited by shares. The new name will be JOHNSON MATTHEY CERAMICS PTY LIMITED ACN 000 018 299.

MACQUARIE MEDIA FUND MANAGEMENT PTY LIMITED ACN 108 538 218 will change to a public company limited by shares. The new name will be MACQUARIE MEDIA FUND MANAGEMENT LIMITED ACN 108 538 218.

MARINETECH LIMITED ACN 092 090 483 will change to a proprietary company limited by shares. The new name will be MARINETECH PTY LIMITED ACN 092 090 483.

PACIFIC GENERAL INVESTMENT MANAGEMENT PTY LTD ACN 114 237 008 will change to a public company limited by shares. The new name will be PACIFIC GENERAL INVESTMENT MANAGEMENT LIMITED ACN 114 237 008.

RAMBOR LIMITED ACN 105 301 184 will change to a proprietary company limited by shares. The new name will be RAMBOR PTY LIMITED ACN 105 301 184.

THE HARRINGTON PARTNERSHIP HOLDINGS LIMITED ACN 094 857 486 will change to a proprietary company limited by shares. The new name will be THE HARRINGTON PARTNERSHIP HOLDINGS PTY LIMITED ACN 094 857 486.

TRACTORS AUSTRALASIA LIMITED ACN 089 903 140 will change to a proprietary company limited by shares. The new name will be TRACTORS AUSTRALASIA PTY LIMITED ACN 089 903 140.

YAYHOO MINING LIMITED ACN 091 318 286 will change to a proprietary company limited by shares. The new name will be YAYHOO MINING PTY LTD ACN 091 318 286.

SEFTON & LOUDON SERVICES PROPRIETARY ACN 001 634 304 will change to a proprietary company limited by shares. The new name will be SEFTON & LOUDON SERVICES PTY LIMITED ACN 001 634 304.

THE INNOVATION & TECHNOLOGY POOLED DEVELOPMENT FUND PTY LTD ACN 103 757 213 will change to a public company limited by shares. The new name will be THE INNOVATION & TECHNOLOGY POOLED DEVELOPMENT FUND LTD ACN 103 757

TUTT BRYANT EQUIPMENT PTY LTD ACN 009 242 675 will change to a public company limited by shares. The new name will be TUTT BRYANT GROUP LIMITED ACN 009 242 675.