

**Form 603**  
Corporations Act 2001  
Section 671B

## Notice of initial substantial holder

To Company Name/Scheme GOLDMINEX RESOURCES LIMITED

ACN/ARSN 119 383 578

### 1. Details of substantial holder (1)

Name GOLDMINEX RESOURCES LIMITED

ACN/ARSN (if applicable) 119 383 578

The holder became a substantial holder on 30/04/2015

### 2. Details of voting power

The total number of votes attached to all the voting shares in the company or voting interests in the scheme that the substantial holder or an associate (2) had a relevant interest (3) in on the date the substantial holder became a substantial holder are as follows:

Class of securities (4)	Number of securities	Person's votes (5)	Voting power (6)
Fully paid ordinary shares	14,000,000	14,000,000	26.65%

### 3. Details of relevant interests

The nature of the relevant interest the substantial holder or an associate had in the following voting securities on the date the substantial holder became a substantial holder are as follows:

Holder of relevant interest	Nature of relevant interest (7)	Class and number of securities
Goldminex Resources Limited ( <b>GMX</b> )	Relevant interest arising under section 608(1)(c) of the Corporations Act 2001, which applies by virtue of section 671B(7) of the Corporations Act as modified by ASIC Class Order [CO 13/520] ( <b>ASIC Instrument</b> ). GMX has entered into escrow agreements with the holders of the securities (being Enzumo Group Pty Ltd ACN 158 631 460 in its own capacity and as trustee of the eLMS Solutions Unit Trust (as to 7,000,000 shares) and as trustee of the Enzumo Consulting Unit Trust (as to 7,000,000 shares) which give GMX the power to control the exercise of a power to dispose of the securities. Copies of the escrow agreements and the ASIC Instrument are attached as <b>Annexure A</b> . GMX has no power to exercise, control the exercise of, or influence the exercise of, the voting powers of the securities and its relevant interest in the securities is qualified accordingly	14,000,000 fully paid ordinary shares in GMX

### 4. Details of present registered holders

The persons registered as holders of the securities referred to in paragraph 3 above are as follows:

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Class and number of securities
GMX	Enzumo Group Pty Ltd <eLMS Solutions Unit A/C>	Enzumo Group Pty Ltd <eLMS Solutions Unit A/C>	7,000,000 fully paid ordinary shares in the capital of GMX
GMX	Enzumo Group Pty Ltd <Enzumo Consulting Unit A/C>	Enzumo Group Pty Ltd <Enzumo Consulting Unit A/C>	7,000,000 fully paid ordinary shares in the capital of GMX

## 5. Consideration

The consideration paid for each relevant interest referred to in paragraph 3 above, and acquired in the four months prior to the day that the substantial holder became a substantial holder is as follows:

Holder of relevant interest	Date of acquisition	Consideration (9)		Class and number of securities
		Cash	Non-cash	
GMX	30 April 2015	Non-cash - partial consideration for the acquisition by GMX of all issued shares in Enzumo Admin Pty Ltd, Enzumo LMS Solutions Pty Ltd and Enzumo Consulting Pty Ltd		14,000,000 fully paid ordinary shares in the capital of GMX

## 6. Associates

The reasons the persons named in paragraph 3 above are associates of the substantial holder are as follows:

Name and ACN/ARSN (if applicable)	Nature of association
N/A	

## 7. Addresses

The addresses of persons named in this form are as follows:

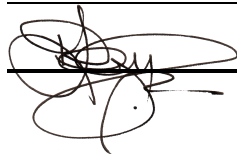
Name	Address
GMX Enzumo Admin Pty Ltd Enzumo LMS Solutions Pty Ltd Enzumo Consulting Pty Ltd	Suite 401, 25 Lime Street, Sydney, NSW 2000
Enzumo Group Pty Ltd	Unit 1, 39 Clarke Street, Norwood, South Australia 5067

## Signature

print name Wayne Longbottom

capacity Secretary

sign here



4 May 2015

### DIRECTIONS

- (1) If there are a number of substantial holders with similar or related relevant interests (eg. a corporation and its related corporations, or the manager and trustee of an equity trust), the names could be included in an annexure to the form. If the relevant interests of a group of persons are essentially similar, they may be referred to throughout the form as a specifically named group if the membership of each group, with the names and addresses of members is clearly set out in paragraph 7 of the form.
- (2) See the definition of "associate" in section 9 of the Corporations Act 2001.
- (3) See the definition of "relevant interest" in sections 608 and 671B(7) of the Corporations Act 2001.
- (4) The voting shares of a company constitute one class unless divided into separate classes.
- (5) The total number of votes attached to all the voting shares in the company or voting interests in the scheme (if any) that the person or an associate has a relevant interest in.

- (6) The person's votes divided by the total votes in the body corporate or scheme multiplied by 100.
- (7) Include details of:
- (a) any relevant agreement or other circumstances by which the relevant interest was acquired. If subsection 671B(4) applies, a copy of any document setting out the terms of any relevant agreement, and a statement by the person giving full and accurate details of any contract, scheme or arrangement, must accompany this form, together with a written statement certifying this contract, scheme or arrangement; and
  - (b) any qualification of the power of a person to exercise, control the exercise of, or influence the exercise of, the voting powers or disposal of the securities to which the relevant interest relates (indicating clearly the particular securities to which the qualification applies).
- See the definition of "relevant agreement" in section 9 of the Corporations Act 2001.
- (8) If the substantial holder is unable to determine the identity of the person (eg. if the relevant interest arises because of an option) write "unknown."
- (9) Details of the consideration must include any and all benefits, moneys and other, that any person from whom a relevant interest was acquired has, or may, become entitled to receive in relation to that acquisition. Details must be included even if the benefit is conditional on the happening or not of a contingency. Details must be included of any benefit paid on behalf of the substantial holder or its associate in relation to the acquisitions, even if they are not paid directly to the person from whom the relevant interest was acquired.

**ANNEXURE 'A'**

**Goldminex Resources Limited  
ACN 119 383 578**

**This is annexure A of 24 pages referred to in form 603 Notice of Initial Substantial Holder.**



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Wayne Longbottom  
Secretary

4 May 2015

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Date

# Appendix 9A

## Restriction agreement

We, the persons in:

- Item 1 of the schedule ("entity");
- Item 2 of the schedule ("holder");
- Item 3 of the schedule ("controller"),

agree as follows.

### Introduction

- A. The entity intends to issue restricted securities to the holder. The holder will hold the restricted securities as set out in this agreement. It is a condition of the issue of the restricted securities that we will comply with this agreement.
- B. We have provided ASX with all the information necessary to properly form an opinion about who is a controller of the holder and who is required to execute this agreement.
- C. We enter this agreement for the purpose of complying with chapter 9 of the listing rules.

### Agreement

#### Escrow restrictions

1. During the escrow period, the holder will not do any of the following.
  - (a) Dispose of, or agree or offer to dispose of, the restricted securities.
  - (b) Create, or agree or offer to create, any security interest in the restricted securities.
  - (c) Do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the restricted securities.
  - (d) Participate in a return of capital made by the entity.
2. During the escrow period, a controller will not do any of the following.
  - (a) Dispose of, or agree or offer to dispose of, the controller interests.
  - (b) Create, or agree or offer to create, any security interest in the controller interests.
  - (c) Do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the controller interests.
3. We will comply with chapter 9 of the listing rules. If any of us is not a listed entity, we will comply as if we were a listed entity. Each of us will take any steps we are able to take that are necessary to enable any of the others to comply.
4.
  - (a) If the restricted securities are kept on the certificated subregister, the holder will deposit the certificates for the restricted securities with a bank or recognised trustee for the escrow period.
  - (b) If the restricted securities are kept on the issuer sponsored subregister, the holder hereby agrees in writing to the application of a holding lock to the restricted securities.

#### Warranties

5. If only the holder and the entity are parties to this agreement, one of the following applies.

1/24

- (a) The holder is an individual.
- (b) The holder has no controller.
- (c) The holder has the controllers set out in item 3 with the interests identified in item 6, and each controller comes within an exception set out in rule 9.1.4.

The holder gives this warranty.

- 6. If the holder, the entity and any controller are parties to this agreement, the holder has the controllers set out in item 3 with the controller interests identified in item 6, and any controller who is not a party to this agreement comes within an exception set out in rule 9.1.4. The holder and each controller give this warranty.
- 7. If item 7 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the restricted securities are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the holder has not done, or omitted to do, any act which would breach clause 1 if done or omitted during the escrow period. The holder gives this warranty.
- 8. If item 8 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the controller interests are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the controller has not done, or omitted to do, any act which would breach clause 2 if done or omitted during the escrow period. Each controller gives this warranty.
- 9. A breach of any of these warranties is a breach of this agreement.

**Consequences of breaching this agreement**

- 10. If it appears to the entity that the holder or a controller may breach this agreement, the entity must take the steps necessary to prevent the breach, or to enforce the agreement.
- 11. If the holder or a controller breach this agreement, each of the following applies.
  - (a) The entity must take the steps necessary to enforce the agreement, or to rectify the breach.
  - (b) The entity must refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the restricted securities. This is in addition to other rights and remedies of the entity.
  - (c) The holder of the restricted securities ceases to be entitled to any dividends, distributions or voting rights while the breach continues.

**Amendment**

- 12. This agreement will not be changed or waived without ASX's written consent.

**Jurisdiction**

- 13. The laws of the State of the home branch of the entity apply to this agreement. We submit to the jurisdiction of the courts of that State.

**Definitions and interpretation**

In this agreement:

ASX means ASX Limited.

**controller interests** means the securities, substantial economic interest or other interests in the restricted securities and each intermediate entity through which that interest occurs, full particulars of which are set out in item 6 of the schedule.

**escrow period** means the period set out in item 4 of the schedule.

**restricted securities** means the securities set out in item 5 of the schedule and any securities attaching to or arising out of those securities that are restricted securities because of the definition of restricted securities in the listing rules.

The singular includes the plural and vice versa.

A reference to a party includes its successors, personal representatives and transferees.

Words and expressions defined in the listing rules of ASX, and not in this agreement, have the meanings given to them in the listing rules.

Every warranty or agreement (expressed or implied) in which more than one person joins, binds them individually and any combination of them as a group.

**Schedule**

1. Entity's name and address: Goldminex Resources Limited (to be renamed Enzumo Limited)  
ABN 62 119 383 578  
Suite 401  
25 Lime Street  
Sydney, NSW 2000
2. Holder's name and address: Enzumo Group Pty Limited ACN 158 631 460  
as trustee of the eLMS Solutions Unit Trust ABN 96 592 367 831  
Unit 1, 39 Clarke Street  
Norwood, South Australia 5067
3. Each controller's name and address: Enzumo Group Pty Limited ACN 158 631 460  
as trustee for the Enzumo Hybrid Unit Trust  
ABN 54 789 402 788  
Unit 1, 39 Clarke Street  
Norwood, South Australia 5067  
  
Leeds Group Pty Ltd ACN 109 046 362 as trustee for the  
Rawlinson Family Trust ABN 73 810 788 321  
Unit 1, 39 Clarke Street  
Norwood, South Australia 5067  
  
Stephen Mark Bell as trustee for the  
Bell Investment Trust ABN 71 962 616 343  
  
Stephen Mark Bell  
Unit 751  
1 Newstead Terrace  
Newstead, Queensland, 4006  
  
Lynette Bell  
Unit 751  
1 Newstead Terrace  
Newstead, Queensland, 4006  
  
Andrew Robert Rawlinson  
14 Sprigg Road  
Piccadilly, South Australia, 5151  
  
Kerrie- Jane Rawlinson  
14 Sprigg Road  
Piccadilly, South Australia, 5151
4. Escrow period (the date from which the initial restricted securities are escrowed): 12 months
5. Particulars of restricted securities: 7,000,000 Ordinary Shares  
900,000 Class A Performance Shares  
900,000 Class B Performance Shares  
900,000 Class C Performance Shares
6. Particulars of controller interests: Units held by Enzumo Group Pty Limited ACN 158 631 460  
as trustee of the Enzumo Hybrid Unit Trust ABN 54 789 402  
788 in the eLMS Solutions Unit Trust ABN 96 592 367 831



Units held by Stephen Mark Bell as trustee for the Bell Investment Trust ABN 71 962 616 343 in the Enzumo Hybrid Unit Trust ABN 54 789 402 788

Units held by Leeds Group Pty Ltd ACN 109 046 362 as trustee for the Rawlinson Family Trust ABN 73 810 788 321 in the Enzumo Hybrid Unit Trust ABN 54 789 402

Units held by Stephen Mark Bell in the Bell Investment Trust ABN 71 962 616 343

Units held by Lynette Bell in the Bell Investment Trust ABN 71 962 616 343

Units held by Andrew Robert Rawlinson in the Rawlinson Family Trust ABN 73 810 788 321

Units held by Kerrie Jane Rawlinson in the Rawlinson Family Trust ABN 73 810 788 321

Shares held by Lynette Bell in Enzumo Group Pty Limited ACN 158 631 460


Shares held by Kerrie Jane Rawlinson in Enzumo Group Pty Limited ACN 158 631 460


Shares held by Andrew Robert Rawlinson in Leeds Group Pty Ltd ACN 109 046 362

7. Particulars of security interests over restricted securities: Nil  
8. Particulars of security interests over controller interests: Nil

Dated: March 2015

SIGNED by  
GOLDMINEX RESOURCES LIMITED  
ACN 119 383 578  
in accordance with section 127 of the  
Corporations Act 2001:

  
.....  
Signature of Director/Secretary  
P. CARTER  
.....  
Name of Director/Secretary

  
.....  
Signature of Director  
NCE CAIRNS  
.....  
Name of Director

SIGNED by ENZUMO GROUP PTY LTD  
ACN 158 631 460  
as trustee of the eLMS SOLUTIONS TRUST  
ABN 96 592 367 831  
in accordance with section 127 of the  
Corporations Act 2001:

  
Signature of Director/Secretary

*Andrew Rawlinson*  
Name of Director/Secretary

  
Signature of Director

*STEPHEN BELL*  
Name of Director

SIGNED by ENZUMO GROUP PTY LTD  
ACN 158 631 460  
as trustee of the ENZUMO HYBRID TRUST  
ABN 54 789 402 788  
in accordance with section 127 of the  
Corporations Act 2001:


  
Signature of Director/Secretary

*Andrew Rawlinson*  
Name of Director/Secretary

  
Signature of Director

*Stephen Bell*  
Name of Director

SIGNED by LEEDS GROUP PTY LTD  
ACN 109 046 362  
as trustee of the RAWLINSON FAMILY  
TRUST ABN 73 810 788 321  
in accordance with section 127 of the  
Corporations Act 2001:

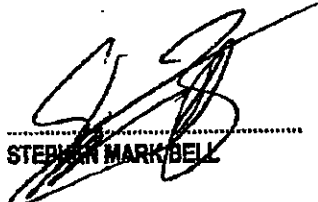
  
Signature of Director/Secretary  
**SOLE DIRECTOR**

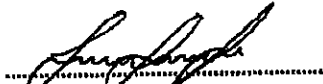
*Andrew Rawlinson*  
Name of Director/Secretary

Signature of Director

Name of Director

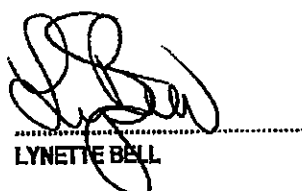
SIGNED SEALED AND DELIVERED by )  
STEPHEN MARK BELL in his own capacity )  
and in his capacity as trustee of the BELL )  
INVESTMENT TRUST ABN 71 962 616 343 )  
in the presence of:

  
.....  
STEPHEN MARK BELL

  
.....  
Witness

Jena Antrobus  
.....  
Name (printed)

SIGNED SEALED AND DELIVERED by )  
LYNETTE BELL )  
in the presence of:

  
.....  
LYNETTE BELL

  
.....  
Witness

Jena Antrobus  
.....  
Name (printed)

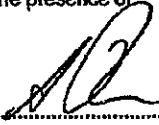
SIGNED SEALED AND DELIVERED by )  
ANDREW ROBERT RAWLINSON )  
in the presence of:


  
.....  
ANDREW ROBERT RAWLINSON

  
.....  
Witness

KERRIE JANE RAWLINSON  
.....  
Name (printed)

SIGNED SEALED AND DELIVERED by )  
KERRIE JANE RAWLINSON  
in the presence of:

  
.....  
Witness

  
.....  
Name (printed)

  
.....  
KERRIE JANE RAWLINSON

# Appendix 9A

## Restriction agreement

We, the persons in:

- Item 1 of the schedule ("entity");
- Item 2 of the schedule ("holder");
- Item 3 of the schedule ("controller"),

agree as follows.

### Introduction

- A. The entity intends to issue restricted securities to the holder. The holder will hold the restricted securities as set out in this agreement. It is a condition of the issue of the restricted securities that we will comply with this agreement.
- B. We have provided ASX with all the information necessary to properly form an opinion about who is a controller of the holder and who is required to execute this agreement.
- C. We enter this agreement for the purpose of complying with chapter 9 of the listing rules.

### Agreement

#### Escrow restrictions

1. During the escrow period, the holder will not do any of the following.
  - (a) Dispose of, or agree or offer to dispose of, the restricted securities.
  - (b) Create, or agree or offer to create, any security interest in the restricted securities.
  - (c) Do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the restricted securities.
  - (d) Participate in a return of capital made by the entity.
2. During the escrow period, a controller will not do any of the following.
  - (a) Dispose of, or agree or offer to dispose of, the controller interests.
  - (b) Create, or agree or offer to create, any security interest in the controller interests.
  - (c) Do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the controller interests.
3. We will comply with chapter 9 of the listing rules. If any of us is not a listed entity, we will comply as if we were a listed entity. Each of us will take any steps we are able to take that are necessary to enable any of the others to comply.
4.
  - (a) If the restricted securities are kept on the certificated subregister, the holder will deposit the certificates for the restricted securities with a bank or recognised trustee for the escrow period.
  - (b) If the restricted securities are kept on the issuer sponsored subregister, the holder hereby agrees in writing to the application of a holding lock to the restricted securities.

#### Warranties

5. If only the holder and the entity are parties to this agreement, one of the following applies.

- (a) The holder is an individual.
- (b) The holder has no controller.
- (c) The holder has the controllers set out in item 3 with the interests identified in item 6, and each controller comes within an exception set out in rule 9.1.4.

The holder gives this warranty.

- 6. If the holder, the entity and any controller are parties to this agreement, the holder has the controllers set out in item 3 with the controller interests identified in item 6, and any controller who is not a party to this agreement comes within an exception set out in rule 9.1.4. The holder and each controller give this warranty.
- 7. If item 7 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the restricted securities are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the holder has not done, or omitted to do, any act which would breach clause 1 if done or omitted during the escrow period. The holder gives this warranty.
- 8. If item 8 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the controller interests are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the controller has not done, or omitted to do, any act which would breach clause 2 if done or omitted during the escrow period. Each controller gives this warranty.
- 9. A breach of any of these warranties is a breach of this agreement.

**Consequences of breaching this agreement**

- 10. If it appears to the entity that the holder or a controller may breach this agreement, the entity must take the steps necessary to prevent the breach, or to enforce the agreement.
- 11. If the holder or a controller breach this agreement, each of the following applies.
  - (a) The entity must take the steps necessary to enforce the agreement, or to rectify the breach.
  - (b) The entity must refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the restricted securities. This is in addition to other rights and remedies of the entity.
  - (c) The holder of the restricted securities ceases to be entitled to any dividends, distributions or voting rights while the breach continues.

**Amendment**

- 12. This agreement will not be changed or waived without ASX's written consent.

**Jurisdiction**

- 13. The laws of the State of the home branch of the entity apply to this agreement. We submit to the jurisdiction of the courts of that State.

**Definitions and Interpretation**

In this agreement:

ASX means ASX Limited.

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**controller interests** means the securities, substantial economic interest or other interests in the restricted securities and each intermediate entity through which that interest occurs, full particulars of which are set out in item 6 of the schedule.

**escrow period** means the period set out in item 4 of the schedule.

**restricted securities** means the securities set out in item 5 of the schedule and any securities attaching to or arising out of those securities that are restricted securities because of the definition of restricted securities in the listing rules.

The singular includes the plural and vice versa.

A reference to a party includes its successors, personal representatives and transferees.

Words and expressions defined in the listing rules of ASX, and not in this agreement, have the meanings given to them in the listing rules.

Every warranty or agreement (expressed or implied) in which more than one person joins, binds them individually and any combination of them as a group.

### Schedule

1. Entity's name and address: Goldminex Resources Limited (to be renamed Enzumo Limited)  
ABN 62 119 383 578  
Suite 401  
25 Lime Street  
Sydney, NSW 2000
2. Holder's name and address: Enzumo Group Pty Limited ACN 158 631 460  
as trustee of the Enzumo Consulting Unit Trust ABN 74 748 047 545  
Unit 1, 39 Clarke Street  
Norwood, South Australia 5067
3. Each controller's name and address: Enzumo Group Pty Limited ACN 158 631 460  
as trustee for the Enzumo Hybrid Unit Trust  
ABN 54 789 402 788  
Unit 1, 39 Clarke Street  
Norwood, South Australia 5067  
  
Leeds Group Pty Ltd ACN 109 046 362 as trustee for the  
Rawlinson Family Trust ABN 73 810 788 321  
Unit 1, 39 Clarke Street  
Norwood, South Australia 5067  
  
Stephen Mark Bell as trustee for the  
Bell Investment Trust ABN 71 962 616 343  
  
Stephen Mark Bell  
Unit 751  
1 Newstead Terrace  
Newstead, Queensland, 4006  
  
Lynette Bell  
Unit 751  
1 Newstead Terrace  
Newstead, Queensland, 4006  
  
Andrew Robert Rawlinson  
14 Sprigg Road  
Piccadilly, South Australia, 5151  
  
Kerrie- Jane Rawlinson  
14 Sprigg Road  
Piccadilly, South Australia, 5151
4. Escrow period (the date from which the initial restricted securities are escrowed): 12 months
5. Particulars of restricted securities: 7,000,000 Ordinary Shares  
900,000 Class A Performance Shares  
900,000 Class B Performance Shares  
900,000 Class C Performance Shares
6. Particulars of controller interests: Units held by Enzumo Group Pty Limited ACN 158 631 460  
as trustee of the Enzumo Hybrid Unit Trust ABN 54 789 402  
788 in the Enzumo Consulting Unit Trust ABN 74 748 047  
545



Units held by Stephen Mark Bell as trustee for the Bell Investment Trust ABN 71 962 616 343 in the Enzumo Hybrid Unit Trust ABN 54 789 402 788

Units held by Leeds Group Pty Ltd ACN 109 046 362 as trustee for the Rawlinson Family Trust ABN 73 810 788 321 in the Enzumo Hybrid Unit Trust ABN 54 789 402

Units held by Stephen Mark Bell in the Bell Investment Trust ABN 71 962 616 343

Units held by Lynette Bell in the Bell Investment Trust ABN 71 962 616 343

Units held by Andrew Robert Rawlinson in the Rawlinson Family Trust ABN 73 810 788 321

Units held by Kerrie Jane Rawlinson in the Rawlinson Family Trust ABN 73 810 788 321

Shares held by Lynette Bell in Enzumo Group Pty Limited ACN 158 631 460

Shares held by Kerrie Jane Rawlinson in Enzumo Group Pty Limited ACN 158 631 460



Shares held by Andrew Robert Rawlinson in Leeds Group Pty Ltd ACN 109 046 362



7. Particulars of security interests over restricted securities: Nil

8. Particulars of security interests over controller interests: Nil

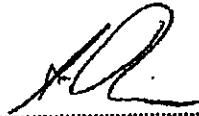
Dated: March 2015

SIGNED by  
GOLDMINEX RESOURCES LIMITED  
ACN 119 383 578  
in accordance with section 127 of the  
Corporations Act 2001:

  
.....  
Signature of Director/Secretary  
  
.....  
Name of Director/Secretary

  
.....  
Signature of Director  
  
.....  
Name of Director

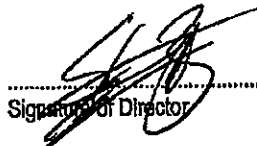
SIGNED by ENZUMO GROUP PTY LTD  
ACN 158 631 460  
as trustee of the ENZUMO CONSULTING  
UNIT TRUST ABN 74 748 047 545  
in accordance with section 127 of the  
Corporations Act 2001:



Signature of Director/Secretary

ANDREW RAWLINSON

Name of Director/Secretary

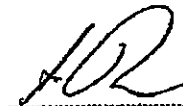


Signature of Director

STEVEN BELL

Name of Director

SIGNED by ENZUMO GROUP PTY LTD  
ACN 158 631 460  
as trustee of the ENZUMO HYBRID TRUST  
ABN 54 789 402 788  
in accordance with section 127 of the  
Corporations Act 2001:



Signature of Director/Secretary

ANDREW RAWLINSON

Name of Director/Secretary



Signature of Director

STEVEN BELL

Name of Director

SIGNED by LEEDS GROUP PTY LTD  
ACN 109 046 362  
as trustee of the RAWLINSON FAMILY  
TRUST ABN 73 810 788 321  
in accordance with section 127 of the  
Corporations Act 2001:



Signature of ~~Director/Secretary~~

SOLE DIRECTOR

ANDREW RAWLINSON


Name of Director/Secretary

Signature of Director

Name of Director

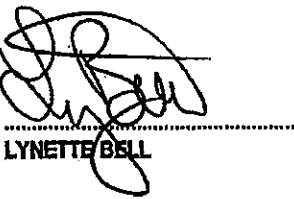
SIGNED SEALED AND DELIVERED by )  
STEPHEN MARK BELL in his own capacity )  
and in his capacity as trustee of the BELL )  
INVESTMENT TRUST ABN 71 962 616 343 )  
in the presence of:

  
STEPHEN MARK BELL

  
Witness

Jena Antrobus  
Name (printed)

SIGNED SEALED AND DELIVERED by )  
LYNETTE BELL )  
in the presence of:

  
LYNETTE BELL

  
Witness

Jena Antrobus  
Name (printed)

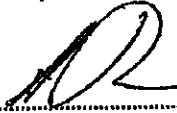
SIGNED SEALED AND DELIVERED by )  
ANDREW ROBERT RAWLINSON )  
in the presence of:

  
ANDREW ROBERT RAWLINSON

  
Witness

KERRIE JANE RAWLINSON  
Name (printed)

SIGNED SEALED AND DELIVERED by )  
KERRIE JANE RAWLINSON )  
in the presence of: )



.....  
Witness



.....  
Name (printed)

  
.....  
KERRIE JANE RAWLINSON

**Australian Securities and Investments Commission  
Corporations Act 2001 – Subsections 655A(1), 669(1) and 673(1) – Declaration**

**Enabling legislation**

1. This Australian Securities and Investments Commission makes this instrument under subsections 655A(1), 669(1) and 673(1) of the *Corporations Act 2001* (the *Act*).

**Title**

2. This instrument is ASIC Class Order [CO 13/520].

**Commencement**

3. This instrument commences on the day it is registered under the *Legislative Instruments Act 2003*.

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

**Declaration**

4. Chapters 6, 6A and 6C of the Act apply to all persons as if section 9 were modified or varied as follows:

- (a) insert:

“*acceptance facility* means a facility established by a bidder under a takeover bid:

- (a) through which specified holders (*facility participant*) of bid class securities or persons (*facility participant*) on whose behalf or account bid class securities are held, may provide to an acceptance facility operator:

- (i) completed acceptances (*facility acceptances*); or
- (ii) instructions to another person who holds bid class securities on behalf or account of the person to accept an offer under the bid (*facility acceptances*);

in relation to bid class securities; and

- (b) under which the acceptance facility operator is authorised to maintain custody of the facility acceptances until such time as:

- (i) the facility participant withdraws the facility acceptance; or

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- (ii) specified conditions (*triggering conditions*) for the delivery by the acceptance facility operator of the facility acceptances are met;

where under the terms of the facility:

- (c) the facility:
  - (i) in the case of a bid that is unconditional—must be made available to all holders of bid class securities or persons on whose behalf or account bid class securities are held;
  - (ii) otherwise—must be made available to all or specified holders of bid class securities or persons on whose behalf or account bid class securities are held; and
- (d) the triggering conditions for the facility depend solely on either or both of the following occurring (or being the subject of a written confirmation from the bidder):
  - (i) the bidder declaring the bid free of all conditions or stating that it will declare the bid free of all conditions no later than the time that all facility acceptances are processed;
  - (ii) the securities in which the bidder and its associates have a relevant interest together with the securities that are the subject of the facility exceeding a specified percentage of securities in the bid class; and
- (e) all facility participants participate in the facility on the same terms; and
- (f) if bid class securities are quoted on a prescribed financial market—the acceptance facility operator must provide information about facility acceptances to the bidder sufficiently regularly to enable the bidder to determine and disclose to the operator of the market every movement of at least 1% in the aggregate level of the bidder’s voting power and the votes attached to securities the subject of facility acceptances by 9.30am on the next trading day after the movement; and
- (g) if bid class securities are not quoted on a prescribed financial market—the facility operator must provide information about facility acceptances to the bidder sufficiently regularly to enable to the bidder to determine and disclose to the target any movement in the aggregate level of the bidder’s voting power and the votes attached to securities the subject of facility acceptances above or below a percentage listed in subsection 654C(1) within 2 business days after the movement.

*acceptance facility operator*, in relation to an acceptance facility, means a person who:

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- (a) holds an Australian financial services licence that covers the provision of financial services of the kind necessary to operate an acceptance facility; and
  - (b) is not the bidder or an associate of the bidder for the bid to which the acceptance facility relates.”;
- (b) omit the definition of *convertible securities*, substitute:

“*convertible securities*: securities are convertible into another class of securities if the holder may, by the exercise of rights attached to those securities:

- (a) have the other class of securities issued to them; or
- (b) have the securities transform into securities of that other class.

An option may be a convertible security even if it is non-renounceable.”;

- (c) in the definition of *substantial holding*, omit paragraph (a)(ii), substitute:

“(ii) would have a relevant interest but for:

(A) subsection 609(6) (market traded options); or

(B) subsection 609(7) (conditional agreements); or

(C) subsection 609(11) (company that issues restricted securities);”.

5. Chapters 6, 6A and 6C of the Act apply to all persons as if section 12 were modified or varied as follows:

- (a) at the beginning of each of paragraphs (2)(b) and (c), insert “subject to subsection (2A),”;

- (b) after subsection (2) insert:

“(2A) For the purposes of paragraphs (2)(b) and (c), the second person is not an associate of the primary person in relation to a designated body merely because:

- (a) they have entered or propose to enter into a relevant agreement; and
- (b) one of them has or will have a right under that relevant agreement (whether the right is enforceable presently or in the future and whether or not on the fulfilment of a condition) to dispose of securities in the designated body or control the exercise of a power to dispose of the securities.”.

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6. Chapters 6, 6A and 6C of the Act apply to all persons as if the following provisions were modified or varied as follows:

(a) omit subsection 609(1) (excluding the note), substitute:

“A person does not have a relevant interest in securities merely because of a security interest taken or acquired by the person if:

- (a) the security interest is taken or acquired:
  - (i) in the ordinary course of the person’s business of the provision of financial accommodation by any means; or
  - (ii) for the benefit of one or more other persons in relation to financial accommodation provided by the other persons in the ordinary course of the other persons’ business of the provision of financial accommodation by any means; and

on ordinary commercial terms; and
- (b) the person whose property is subject to the security interest is not an associate of any other person mentioned in this subsection.

For the purposes of this subsection a security interest includes a negative pledge.”;

(b) omit subsection 609(3), substitute:

“A financial services licensee does not have a relevant interest in securities merely because they receive specific instructions from a person directing the financial services licensee to on behalf of the person:

- (a) dispose of the securities; or
- (b) enter into a sold position in relation to a security by dealing in:
  - (i) a warrant; or
  - (ii) a financial product that, but for the product not being transferable, would be a warrant;

in the ordinary course of the licensee’s financial services business.

For the purposes of paragraph (b), *sold position* means a position under which a person has an obligation to make delivery of the security.

Note: Subregulation 1.0.02(1) of the regulations defines *warrant*.”;

(c) after subsection 609(8) insert:

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“(8A) A bidder does not have a relevant interest in bid class securities merely because facility acceptances are given to an acceptance facility operator under an acceptance facility in relation to a takeover bid if:

- (a) the acceptance facility is the only acceptance facility established by the bidder in relation to bid class securities;
- (b) if the bid class securities are quoted on a prescribed financial market—for every movement of at least 1% in the aggregate level of the bidder’s voting power and the votes attached to bid class securities the subject of facility acceptances, the bidder provides to the relevant market operator, by 9.30am on the next trading day after the movement, a notice (whether accompanying a notice required to be given under section 671B or otherwise), that:
  - (i) sets out the aggregate number and percentage of bid class securities:
    - (A) in which the bidder and its associates have a relevant interest; and
    - (B) which are subject of facility acceptances;
  - (ii) discloses the breakdown between the two categories in sub-paragraphs (A) and (B); and
  - (iii) contains a statement setting out the preconditions to the facility operator releasing the facility acceptances and warning that the facility acceptances may be withdrawn by participants in the facility at any time until the preconditions are met; and
- (c) if the bid class securities are not listed on a prescribed financial market—the bidder lodges with ASIC a notice of the kind referred to in paragraph (b) within 2 business days of the aggregate level of the bidder’s voting power and the votes attached to bid class securities the subject of acceptances under the acceptance facility rising or falling above or below a percentage listed in subsection 654C(1).

This subsection stops applying to the relevant interest when the offer under the bid is accepted in respect of the securities the subject of the facility acceptance.”;

- (d) after subsection 609(10) insert:

*“Securities escrowed under listing rules*

- (11) A listed company does not have a relevant interest in restricted securities merely because under the listing rules of the prescribed financial market

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the company applies restrictions on the disposal of the securities by the holder.

(12) The operator of a prescribed financial market does not have a relevant interest in restricted securities merely because under the listing rules of the market the operator has the power to control the exercise of a power to dispose of the securities.

(13) For the purposes of subsections (11) and (12):

*restricted securities* has the same meaning as in the listing rules of the prescribed financial market.”;

(c) after subsection 610(3) insert:

“(3A) Subsection (3) does not apply to an acquisition of an interest in securities by a subsidiary from its holding company, unless as a result of the acquisition the voting power of a person that is not a subsidiary of their ultimate holding company in the body corporate that issued the voting shares increases.”;

(f) in items 2 and 3 of the table in section 611, omit each paragraph (d) and substitute:

“(d) the bid is:

(i) unconditional; or

(ii) subject to conditions of either or both of the following kind:

(A) conditions that relate only to the happening of an event or circumstance referred to in subsection 652C(1) or (2); or

(B) the condition required by subsection 625(3),

but not to any other conditions.”;

(g) omit item 6 of the table in section 611 (excluding the heading), substitute:

“6 An acquisition that results from the exercise by a person of a power, or the appointment of a receiver, or receiver and manager, under an instrument or agreement creating or giving rise to a security interest if:

(a) the ordinary business of:

(i) the person; or

(ii) a person or persons for the benefit of whom the person took or acquired the security interest;

includes the provision of financial accommodation by any means; and

(b) the person took or acquired the security interest:

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- (i) in the ordinary course of their business of the provision of financial accommodation by any means; or
- (ii) for the benefit of one or more other persons in relation to financial accommodation provided by the other persons in the ordinary course of the other persons' business of the provision of financial accommodation by any means; and

on ordinary commercial terms.

For the purposes of this item a security interest includes a negative pledge.”;

- (h) omit item 14 of the table in section 611 (excluding the heading), substitute:

“14 An acquisition that results from another acquisition of relevant interests in voting shares in a body corporate included in the official list of:

- (a) a prescribed financial market; or
- (b) a foreign body conducting a financial market that is a body approved in writing by ASIC for the purposes of this item,

where such inclusion is a primary listing.”;

- (i) omit section 615 (excluding the heading), substitute:

“The exception in item 10 of the table in section 611 applies even though the conditions set out in the item are not satisfied in respect of foreign holders of the company's securities, or such of those foreign holders as are specified in the offers, if, under the terms of the offers:

- (a) the company must appoint a nominee for those foreign holders of the company's securities who is approved by ASIC; and
- (b) the company must issue to the nominee:
  - (i) the securities that would otherwise be issued to the foreign holders who accept the offer; or
  - (ii) the right to acquire those securities; and
- (c) the nominee must sell the securities, or those rights, and distribute to each of those foreign holders their proportion of the proceeds of the sale net of expenses.”;

- (j) omit subsection 671B(7), substitute:

*“Relevant interests not excluded*

- (7) For the purposes of this section a person has a relevant interest in securities if the person would have a relevant interest in the securities but for:

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- (a) subsection 609(6) (market traded options);
- (b) subsection 609(7) (conditional agreements); or
- (c) subsection 609(11) (company that issues restricted securities).”.

Dated this 17<sup>th</sup> day of June 2013

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

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