

ASX Announcement



15 April 2011

The Manager
Company Announcements
ASX Limited
Exchange Centre
20 Bridge Street
SYDNEY NSW 2000

Investment in iSOFT Group Limited – RJL Investments Pre-Emption Deed

Oceania Capital Partners Limited (**OCP**) refers to recent press commentary which has suggested that Gary Cohen has a pre-emptive right over some or all of the shares held by the OCP group in iSOFT Group Limited (**iSOFT**) which may be exercised in the context of the scheme of arrangement proposal (**Proposal**) announced by iSOFT on 2 April 2011 involving Computer Sciences Corporation (**CSC**).

The Pre-emption Deed is dated 31 October 2007 and was published to the ASX by OCP (Allco Equity Partners Limited as OCP was then called) on 2 November 2007. A copy of the Pre-Emption Deed is attached for ease of reference. (AEP Financial Services Holdings Pty Limited is now Oceania Healthcare Technology Investments Pty Limited (**OHT**); and IBA Health Limited is now iSOFT.)

Mr. Cohen, on behalf of RJL Investments Pty Limited (**RJL**), a Cohen family company in whose favour pre-emptive rights under the Deed have been given, has written to OCP claiming that, by virtue of OCP's qualified statement of support for the approval of the Proposal in OCP's announcement of 2 April 2011, OHT is required to give to RJL a Transfer Notice in respect of approximately 15% of the approximately 24% shareholding of OCP (held by OHT) in iSOFT.

OCP has responded to RJL refuting RJL's claim that circumstances have arisen under which OHT is required to give a Transfer Notice.

Mr. Cohen was formerly the Executive Chairman and Chief Executive Officer of iSOFT and negotiated with OCP for the Pre-emption Deed when he was negotiating on behalf of iSOFT in relation to OCP's investment in iSOFT. After the performance of the iSOFT business deteriorated markedly and the share price collapsed, Mr. Cohen stood down as the Executive Chairman in June 2010, ceased to be Chief Executive Officer in August 2010 and resigned as a director in September 2010. While he remained an officer of iSOFT, Mr. Cohen was involved in early meetings with CSC in relation to their interest in potentially making an offer for 100% of iSOFT and Mr. Cohen was supportive of those discussions.

RJL has now commenced legal proceedings against OHT claiming that OHT must give a Transfer Notice to RJL at this point in time or vote against the scheme of arrangement.

OCP will vigorously defend these proceedings but we question why these proceedings have been brought. We indicated in our announcement of 2 April 2011, in response to the iSOFT announcement of that date, that OCP is open to any proposal which OCP considers to be superior to the CSC proposal and we noted that we remain free to deal with our shares in iSOFT. OCP has made it clear to Mr. Cohen that if he has a genuine proposal that is more

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favourable than the current proposal by CSC that we would be happy to consider it. We have received no such proposal from Mr. Cohen.

OCP intends to make no further comment on this matter given that it is now the subject of legal proceedings.

Yours faithfully,



David Neufeld
Company Secretary

For further information, please contact:

Investors

Ian Tsicalas
Chairman
Tel: 02 8243 2200

Media

John Frey
Cosway
Tel: 02 9929 8344

This is a true copy (conformed as indicated) of the original document.



David Neufeld

BAKER & MCKENZIE

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Pre-emption Deed

AEP Financial Services Holdings Pty Ltd

Gary Cohen

Brian Cohen

RJL Investments Pty Limited

Baker & McKenzie

Solicitors
Level 39, Rialto
525 Collins Street
MELBOURNE VIC 3000
Tel: (03) 9617-4200
Fax: (03) 9614-2103
Email: steven.glanz@bakernet.com



Syd trans 19781

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Date 31 October 2007

Parties **AEP Financial Services Holdings Pty Ltd** (ACN 114 762 551) of Level 35, 101 Collins Street, Melbourne VIC 3000 (*AEPS*)

RJL Investments Pty Limited (ACN 003 474 057) of Darling Park Tower One, Level 8, 201 Sussex Street Sydney NSW 2000 (*RJL*)

Gary Cohen c/o Darling Park Tower One, Level 8, 201 Sussex Street Sydney NSW 2000 (*GC*)

Brian Cohen c/o Darling Park Tower One, Level 8, 201 Sussex Street Sydney NSW 2000 (*BC*)
(GC and BC collectively the "*Guarantors*")

Recitals

- A AEPS has entered into the Subscription Deed, pursuant to which it has agreed to subscribe for Securities and the Arrangement Fee Letter pursuant to which it has agreed to subscribe for IBA Warrants.
- B As at the date of this deed, the RJL Parties hold relevant interests in 56,936,587 IBA Shares (excluding the Macquarie Parcel).
- C The parties have agreed to enter into this deed to set out the terms of certain pre-emptive rights between them in relation to IBA Shares:
 - a. in the case of AEPS, are held by it pursuant to the Subscription Deed (including pursuant to clause 2.11 of the Subscription Deed and, for the avoidance of doubt, upon conversion of Convertible Notes acquired pursuant to the Subscription Deed) on and from the Issue Date and pursuant to the exercise of IBA Warrants (**AEPS IBA Shares**); and
 - b. in the case of the RJL Parties, which are held by or on behalf of them as at the day immediately after Issue Date, excluding the Macquarie Parcel (**RJL IBA Shares**).
- D The Guarantors have agreed to guarantee the obligations of RJL on the terms and conditions set out in this deed.

Operative provisions

1 Definitions and Interpretation

Definition

- 1.1 In this deed, unless the context otherwise requires:
AEPS means Allco Equity Partners Limited ACN 111 554 360.

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Arrangement Fee Letter means the letter so headed addressed to IBA dated 21 August 2007 from ABN AMRO Bank N.V., London Branch, and countersigned by AEPS and IBA.

Associate has the meaning given to that term in the Corporations Act.

Claim means any allegation, debt, cause of action, liability, claim, proceeding, suit or demand of any nature howsoever arising and whether present or future, fixed or unascertained, actual or contingent whether at law, in equity, under statute or otherwise.

IBA means IBA Health Limited ACN 063 539 702.

IBA Share Sale Agreement means the form of agreement set out in Schedule 2.

IBA UK means IBA Health (UK) Holdings Limited UK company number 06242140.

IBA Warrants means warrants to be issued by IBA pursuant to the Arrangement Fee Letter.

Issue Date means the date on which IBA Shares are issued by IBA to AEPS under clause 2.2 of the Subscription Deed.

Losses means all Claims, demands, damages, losses, costs, expenses and liabilities.

Macquarie Parcel means the parcel of 12,300,000 IBA Shares held by Macquarie Bank Limited which is the subject of the Pre-emption and Lock Up Deed entered into between RJL and Macquarie Bank Limited.

Offer Period means the period during which an Offeree may respond to a Transfer Notice.

Offeree means:

- (a) if an RJL Party is a Seller, AEPS; and
- (b) if AEPS is a Seller, RJL.

Permitted Transfer means a Transfer of IBA Shares by a Seller to a Related Body Corporate, provided that prior to such Transfer, the Related Body Corporate executes the Pre-emption Deed Poll.

Pre-emption Deed Poll means a deed poll in the form set out in Schedule 1.

Pre-emption IBA Shares means any IBA Shares which a Seller proposes to Transfer (otherwise than by a Permitted Transfer), being AEPS IBA Shares (where AEPS is the Seller) or RJL IBA Shares (where an RJL Party is the Seller) up to (but not exceeding) such number of those IBA Shares which the Offeree is permitted to acquire at the relevant time under Chapter 6 of the Corporations Act (excluding under any item of section 611)

Related Body Corporate has the meaning given to that term in the Corporations Act.

Right of pre-emption means the right of an Offeree to be given a Transfer Notice by the Seller under clause 2.1.

RJL Associates means the persons listed in Schedule 3.

RJL Parties means RJL and the RJL Associates.

Sale Price means the sale price of IBA Shares proposed to be Transferred by a Seller (otherwise than by a Permitted Transfer), such price to be set out in the Transfer Notice.

Seller means:

- (a) if an RJJ Party proposes to Transfer IBA Shares, that RJJ Party; and
- (b) if AEPS proposes to Transfer IBA Shares, AEPS.

Subscription Deed means the deed of that title entered into on 15 August 2007 between AEP, AEPS, IBA and IBA UK in relation to (among other things) the subscription by AEPS for Securities.

Transfer means sell or otherwise transfer an IBA Share.

Transfer Notice means the written notice given by a Seller to the Offeree offering to sell IBA Shares which the Seller proposes to Transfer (otherwise than by a Permitted Transfer).

- 1.2 Capitalised terms not defined in this deed have the meaning given to those terms in the Subscription Deed.
- 1.3 In this deed, unless a contrary intention appears:
 - (a) words or expressions importing the singular include the plural and vice versa;
 - (b) words or expressions importing a gender include the other gender;
 - (c) words or expressions denoting individuals include corporations, firms, unincorporated bodies, government authorities and instrumentalities;
 - (d) where a word or expression is defined or given meaning, another grammatical form has a corresponding meaning;
 - (e) any heading, index, table of contents or marginal note is for convenience only and does not affect the interpretation of this deed;
 - (f) a reference to a clause, paragraph or sub-paragraph is a reference to a clause, paragraph or sub-paragraph of this deed;
 - (g) a provision of this deed must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of this deed or the inclusion of the provision in this deed;
 - (h) a reference to this deed or another document includes that document as amended, varied, novated, supplemented or replaced from time to time;
 - (i) a reference to legislation or a provision of legislation includes:
 - (i) all regulations, orders or instruments issued under the legislation or provision; and
 - (ii) any modification, consolidation, amendment, re-enactment, replacement or codification of such legislation or provision;
 - (j) any recitals, schedule or annexure form part of this deed and have effect as if set out in full in the body of this deed;
 - (k) a reference to "dollars" or "\$" is a reference to Australian dollars;
 - (l) a reference to a payment in "**immediately available funds**" refers to cash, a bank cheque the drawer of which is an Australian bank (as defined in the Corporations Act), a telegraphic transfer of cleared funds or a direct credit of cleared funds; and

- (m) subject to the definition of Working Hours, a reference to time is to New South Wales time.

2 Rights of Pre-emption

Right of pre-emption

- 2.1 Subject to clauses 2.6, 2.8 and 3, if a Seller proposes to Transfer any IBA Shares of which it is the registered or beneficial holder, otherwise than by a Permitted Transfer, it must first give a Transfer Notice to the Offeree.

Transfer Notice

- 2.2 A Transfer Notice must state:
- (a) the total number of IBA Shares proposed to be Transferred;
 - (b) that the Pre-emption IBA Shares are offered for sale to the Offeree;
 - (c) the Sale Price and any other terms of the proposed Transfer;
 - (d) the Offer Period, which (unless otherwise agreed) may not be less than 15 Business Days (and such period ends at 5:00pm on the last Business Day of the Offer Period);
 - (e) the settlement date for completion of the sale, which (unless otherwise agreed) may not be more than 5 Business Days after the day when the Offer Period has expired; and
 - (f) if applicable, the name of any proposed Transferee of the IBA Shares.

Exercise of right

- 2.3 The Offeree may purchase all (but not less than all) of the Pre-emption IBA Shares at the Sale Price and otherwise on any other terms of the proposed Transfer set out in the Transfer Notice. If the Offeree intends to do so, then the Offeree must provide written notice to that effect to the Seller before expiry of the Offer Period.
- 2.4 If the Offeree provides written notice of its intention to purchase the Pre-emption IBA Shares under clause 2.3 then, on the settlement date specified in the Transfer Notice:
- (a) the Seller and the Offeree must enter into the IBA Share Sale Agreement; and
 - (b) the Offeree must provide the Sale Price in immediately available funds.
- 2.5 If the Offeree does not provide written notice of its intention to purchase the Pre-emption IBA Shares under clause 2.3, then the Seller is free to Transfer the IBA Shares the subject of the Transfer Notice on terms and conditions no more favourable (including the Sale Price) as set out in the Transfer Notice within 2 months of giving a Transfer Notice pursuant to clause 2.1.

Acknowledgement and example

- 2.6 If an Offeree purchases Pre-emption IBA Shares pursuant to a Transfer Notice, that Offeree is not bound to comply with this clause 2 in respect of any subsequent disposal of such number of IBA Shares as equals the number of those Pre-emption IBA shares.

- 2.7 By way of example, if an Offeree purchases 10,000 Pre-emption IBA Shares from a Seller and, after that purchase, the Offeree proposes to Transfer:
- (a) 10,000 IBA Shares (otherwise than by a Permitted Transfer), the Offeree is not required to provide a Transfer Notice to the original Seller in respect of those 10,000 IBA Shares; or
 - (b) 8,000 IBA Shares (otherwise than by a Permitted Transfer), the Offeree is not required to provide a Transfer Notice to the original Seller in respect of those 8,000 IBA Shares (nor in respect of a subsequent Transfer of a remaining 2,000 IBA Shares); or
 - (c) 12,000 IBA Shares (otherwise than by a Permitted Transfer), the Offeree is not required to provide a Transfer Notice to the original Seller in respect of 10,000 IBA Shares, but is required to provide a Transfer Notice in respect of the remaining 2,000 IBA Shares.

AEPS pre-emptive right

- 2.8 No Right of pre-emption arises in favour of AEPS, and RJL is not otherwise bound to comply with this deed (nor procure that any RJL Party complies with this deed) and is not subject to any other restriction in relation to the Transfer of any IBA Shares, until the day immediately after the Issue Date.

Further acquisitions by AEPS

- 2.9 If, at any time:
- (a) but for the operation of this Deed, AEPS would be permitted to acquire further IBA Shares under Chapter 6 of the Corporations Act (excluding under any item of section 611)
 - (b) at the relevant time, AEPS wishes to acquire further IBA Shares (including, without limitation, by converting Convertible Notes or exercising IBA Warrants) (**AEPS Further Parcel**), within the capacity described in paragraph (a),

then, immediately prior to AEPS's acquisition of the AEPS Further Parcel, the number of Pre-emption IBA Shares over which AEPS has a Right of pre-emption is automatically decreased by the same number of IBA Shares as make up the AEPS Further Parcel.

Further acquisitions by an RJL Party

- 2.10 If, at any time:
- (a) but for the operation of this Deed, any RJL Party would be permitted to acquire further IBA Shares under Chapter 6 of the Corporations Act (excluding under any item of section 611); and
 - (b) at the relevant time, an RJL Party wishes to acquire further IBA Shares (**RJL Further Parcel**), within the capacity described in paragraph (a),

then, immediately prior to the RJL Party's acquisition of the RJL Further Parcel, the number of Pre-emption IBA Shares over which RJL has a Right of pre-emption is automatically decreased by the same number of IBA Shares as make up the RJL Further Parcel.

Acknowledgement of obligations imposed upon RJL Associates

- 2.11 To the extent that this clause 2 purports to impose obligations upon a Seller which is an Associate of RJL but which is not a party to this deed, RJL hereby agrees to procure that the relevant Associate of RJL complies with those obligations as though that Associate was a party to this deed.

3 Term of pre-emptive rights

Commencement

- 3.1 Clause 2.1 of this deed has no operation in relation to IBA Shares held by:
- (a) AEPS, until the Issue Date; and
 - (b) an RJL Party, until the day immediately after the Issue Date.

Term

- 3.2 Unless the parties otherwise agree, this deed continues:
- (a) in the case of IBA Shares held by an RJL Party, until the earlier of:
 - (i) AEPS's holding of IBA Shares pursuant to:
 - (A) the Subscription Deed (including, for the avoidance of doubt, upon conversion of Convertible Notes acquired pursuant to the Subscription Deed); and
 - (B) the exercise of IBA Warrants acquired under the Arrangement Fee Letter,
 (assuming the conversion of all Convertible Notes and IBA Warrants held by AEPS at that time) falling below 15% of the capital of IBA on a Fully Diluted Basis (and assuming not only that all Convertible Notes are converted but also that all IBA warrants are exercised); and
 - (ii) all IBA Shares held by the RJL Parties (excluding the Macquarie Parcel) immediately after the Last Payment Date being offered for sale to AEPS pursuant to a Transfer Notice; and
 - (iii) AEPS giving notice to RJL that it waives its Right of pre-emption over any IBA Shares held by an RJL Party; and
 - (b) in the case of IBA Shares held by AEPS, until the earlier of:
 - (i) all IBA Shares that come to be held by AEPS pursuant to:
 - (A) the Subscription Deed (including, for the avoidance of doubt, upon conversion of Convertible Notes acquired pursuant to the Subscription Deed); and
 - (B) the exercise of IBA Warrants acquired under the Arrangement Fee Letter,
 have been offered for sale to RJL pursuant to a Transfer Notice; and

- (ii) RJL giving notice to AEPS that it waives its Right of pre-emption over any IBA Shares held by AEPS.

Conduct pending commencement

- 3.3 Unless and until the Issue Date has occurred, clause 2.1 has no operation in relation IBA Shares pursuant to clause 3.1 (and, in the case of IBA Shares held by an RJL Party, until the day immediately after the Issue Date), and no person is subject to any restriction under this deed or otherwise in relation to the Transfer of any of their IBA Shares.

4 Guarantee and indemnity

Guarantee

- 4.1 Each Guarantor unconditionally and irrevocably guarantees to AEPS the due and punctual performance and observance by RJL of its obligations under this deed. To the extent that RJL fails to perform under this deed, and without limiting the previous sentence, each Guarantor undertakes that it will perform or procure performance of the relevant obligation promptly on request by AEPS.

Indemnity

- 4.2 As separate undertakings, each Guarantor unconditionally and irrevocably indemnifies and will keep indemnified AEPS against all Losses arising from and incurred in connection with, a breach by RJL of this deed. It is not necessary for AEPS to incur expenses or make payment before enforcing that right of indemnity.

5 Notices

How to give notices

- 5.1 Any notice or other communication in connection with this deed must be:
- (a) in writing;
 - (b) signed by the party or its agent; and
 - (c) given to the recipient either by hand delivery, pre-paid mail or facsimile transmission, in each case to the following address:

In the case of **AEPS**:

Address: Level 35, 101 Collins Street, Melbourne VIC 3000

Fax: (03) 8626 9811

In the case of **RJL**:

Address: Darling Park Tower One, Level 8, 201 Sussex Street Sydney NSW 2000

Fax: (02) 8251 6801

In the case of a **Guarantor**:

Address: Darling Park Tower One, Level 8, 201 Sussex Street Sydney NSW 2000

Fax: (02) 8251 6801

Change of details

- 5.2 A party may at any time change any of the details set out in clause 5.1 by not less than 5 Business Days notice to the other party.
- 5.3 If details are so changed, this clause applies as if those changed details were set out in clause 5.1.

Proof of notices

- 5.4 Any notice given in accordance with this clause 5, in the absence of proof of earlier receipt, is deemed to have been duly given as follows:
- (a) if delivered by hand delivery, on delivery;
 - (b) if sent by pre-paid mail, on the second Business Day after posting; and
 - (c) if sent by facsimile, when despatched.
- 5.5 Any notice given outside Working Hours in the place to which it is addressed is deemed not to have been given until the start of the next period of Working Hours in such place.

6 Miscellaneous

No waiver

- 6.1 A party waives a right under this deed only by written notice that it waives that right. A waiver is limited to the specific instance to which it relates and to the specific purpose for which it is given.

About this document

- 6.2 This deed records the entire agreement between the parties as to its subject matter. It supersedes all prior contracts, obligations, representations, conduct and understandings in relation to its subject matter. The agreement recorded in this deed is immediately enforceable, subject to its own express terms. The parties have not relied on any promise, representation or conduct in deciding whether to enter into this deed, other than as expressly set out in this deed.
- 6.3 This deed may be amended only by written agreement of all parties.
- 6.4 This deed may be executed in any number of counterparts, and by the parties in separate counterparts, but is not effective until each party has executed at least one counterpart.
- 6.5 Each counterpart of this deed constitutes an original of this deed but the counterparts together constitute one and the same instrument.

Governing law and jurisdiction

- 6.6 The laws of New South Wales govern this deed.
- 6.7 Each party irrevocably submits to the non-exclusive jurisdiction of the courts of New South Wales.

- 6.8 Each party irrevocably waives any objection to the venue of any legal process on the basis that the process had been brought in an inconvenient forum.

Relationship of parties

- 6.9 Nothing in this deed is to be treated as creating a partnership or trust and no party may act as agent of a party or in any way bind another party to any obligation.

Severance

- 6.10 If a provision or any part of a provision of this deed would, but for this clause, be unenforceable:
- (a) the provision will be read down to the extent necessary to avoid that result; and
 - (b) if the provision cannot be read down to that extent, it will be severed without affecting the validity and enforceability of this deed.

Costs

- 6.11 A party must bear its own costs in relation to the negotiation, preparation and execution of this deed and any further document required.

Further acts

- 6.12 The parties must do all things reasonably required to facilitate the performance of the transactions contemplated by this deed.

Assignment

- 6.13 A party may not assign its rights under this deed except with the prior written consent of the other parties.

No merger

- 6.14 The rights and obligations of the parties do not merge on completion of any transaction under this deed. They survive the execution and delivery of any assignment or other document entered into for the purpose of implementing any transaction.

Consents and approvals

- 6.15 No consent or approval of any party is effective for the purposes of this deed unless it is in writing by the party.

Joint and several liability

- 6.16 Each agreement, warranty, representation or obligation made, given or incurred by either Guarantor or RJL binds all of them jointly and each of them severally.

Execution

Executed as a deed.

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PROPERTY

Signed by
AEP Financial Services Holdings Pty Limited

by a director and secretary/director:

[**Don Conway**]
Signature of director

Name of director (please print)

[**Marcus Derwin**]
Signature of secretary/director

Name of secretary/director (please print)

Signed by
RJL Investments Pty Limited
by a director and secretary/director:

[**Gary Cohen**]
Signature of director

Name of director (please print)

[**Suzy Cohen**]
Signature of director

Name of director (please print)

Signature of witness

Name of witness (please print)

[**Gary Cohen**]
Signature **Gary Cohen**

Print name **Gary Cohen**

Signature of witness

Name of witness (please print)

[**Brian Cohen**]
Signature **Brian Cohen**

Print name **Brian Cohen**

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Schedule 1 Pre-emption Deed Poll

Details

Parties [Insert party and related body corporate transferee] (*RBC*)

Governing law New South Wales

Effective Date [insert date of Transfer of IBA Shares to RBC]

Interpretation

Recitals

- A A Seller proposes to Transfer IBA Shares to the RBC.
- B As a condition of the Transfer of those IBA Shares to the RBC, the RBC has agreed to comply with certain obligations under the Pre-emption Deed as set out in this Deed Poll.

Operative provisions

1 RBC to be bound

The RBC:

- (a) confirms that it has been supplied with a copy of the Pre-emption Deed; and
 - (b) undertakes, as from the Effective Date, to comply with the Pre-emption Deed in relation to any proposed Transfer of IBA Shares it holds, as though it was named as an original party to that deed.
-

2 Costs and stamp duty

The RBC shall bear all costs arising out of the preparation and execution of this Deed Poll including all stamp duty (including fines, penalties and interest) which may be payable on or in connection with this Deed Poll.

3 Definitions and interpretation

Capitalised terms used in this Deed Poll have the same meaning given in the Pre-emption Deed (unless a contrary intention appears).

Effective Date means the date on which the RBC acquires IBA Shares from the Seller.



Pre-emption Deed means the document so titled dated 31 October 2007 between AEP Financial Services Holdings Pty Limited, RJL Investments Pty Limited, Gary Cohen and Brian Cohen.

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EXECUTED as a deed poll

Signed by
[Insert name of RBC]
by a director and secretary/director:

Signature of director

Signature of secretary/director

Name of director (please print)

Name of secretary/director (please print)

Schedule 2 IBA Share Sale Agreement

SHARE TRANSFER FORM

Affix Stamp Duty Here

Marking Stamp

FULL NAME OF
COMPANY OR
CORPORATION

IBA Health Limited, (ACN 063 539 702)

DESCRIPTION OF SHARES	Class Ordinary	If not fully paid, paid to Fully paid	Register NSW
QUANTITY OF SHARES	Words <<specify>>	Figures <<specify>>	
FULL NAME(S) OF TRANSFEROR(S) (SELLER[S])	<<specify name(s)>>		
CONSIDERATION	\$<<specify figure>>	Effective Date of Transfer <<specify>>	
FULL NAME(S) OF TRANSFEREE(S) (BUYER[S])	<<specify name(s)>>		
FULL POSTAL ADDRESS OF TRANSFEREE(S) (BUYER[S])	<<specify postal address>>		
REMOVAL REQUEST	Please enter these securities on the	Members	REGISTER

I, the Transferor and the registered holder of the above securities, for the consideration stated, transfer the abovenamed securities to the Transferee, free from all encumbrances. I warrant that I am legally authorised and entitled to transfer the securities.

I, the Transferee, hereby accept the securities. I agree to become a member of the Company and to be bound by the Constitution of the Company on being registered as the holder of the securities.

TRANSFEROR(S) SELLERS[S] SIGN HERE	 _____ <i>Signed by</i> <<specify name>>	(FOR COMPANY USE)
DATE SIGNED	/ /	
TRANSFEREE(S) BUYER[S] SIGN HERE	 _____ <i>Signed for and on behalf of</i> <<specify name>>	
DATE SIGNED	/ /	

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Schedule 3 RJJ Associates

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Name	ACN
RJJ Investments Pty Ltd	007 640 100
Marcel Corporate Pty Ltd	055 065 444
Garsu Holdings Pty Ltd	055 050 452
Quatro Capital Pty Ltd	055 050 425
Gary Michael Cohen	n/a
Brian Louis Cohen	n/a