

Form 604Corporations Act 2001
Section 671B**Notice of change of interests of substantial holder**To Company Name/Scheme Ross Human Directions LtdACN/ARSN 003 758 709**1. Details of substantial holder(1)**Name COROM PTY LTD
ACN/ARSN (if applicable) 009 127 262There was a change in the interests of the
substantial holder on 16 / 09 / 2010
The previous notice was given to the company on 03 / 09 / 2010
The previous notice was dated 02 / 09 / 2010**2. Previous and present 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 when last required, and when now required, to give a substantial holding notice to the company or scheme, are as follows:

Class of securities (4)	Previous notice		Present notice	
	Person's votes	Voting power (5)	Person's votes	Voting power (5)
Ordinary	12,474,001	14.94%	16,596,237	19.88%

3. Changes in relevant interests

Particulars of each change in, or change in the nature of, a relevant interest of the substantial holder or an associate in voting securities of the company or scheme, since the substantial holder was last required to give a substantial holding notice to the company or scheme are as follows:

Date of change	Person whose relevant interest changed	Nature of change (6)	Consideration given in relation to change (7)	Class and number of securities affected	Person's votes affected
03/09/2010	COROM PTY LTD	4,122,236	\$2,727,026.87	Ord	4,122,236
	See Annexure (a) & Annexure (b)			4,122,236	

4. Present relevant interests

Particulars of each relevant interest of the substantial holder in voting securities after the change are as follows:

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Nature of relevant interest (6)	Class and number of securities	Person's votes
COROM P/L	16,596,237		Relevant interest under	16,596,237	16,596,237
John James Cowin	COROM PTY LTD		section 608(3)	Ordinary	
			(b)		

John James Cowin

controls COROM P/L

5. Changes in association

The persons who have become associates (2) of, ceased to be associates of, or have changed the nature of their association (9) with, the substantial holder in relation to voting interests in the company or scheme are as follows:

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

6. Addresses

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

Name	Address
COROM P/L acn 009127	1st Floor, Building A, The Garden Park, 355 Scarborough Beach Rd, Osborne Park WA 6017

JOHN JAMES COWIN

Level 13, 100 William Street, East Sydney NSW 2011

Signature

print name Kathryn Joy Bailie capacity Secretary

sign here



date 20 / 09 / 2010

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 6 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 person's votes divided by the total votes in the body corporate or scheme multiplied by 100.
- (6) Include details of:
 - (a) any relevant agreement or other circumstances because of which the change in relevant interest occurred. 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.
- (7) Details of the consideration must include any and all benefits, money 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.
- (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) Give details, if appropriate, of the present association and any change in that association since the last substantial holding notice.

ANNEXURE "A"

This is Annexure "A" of 1 page referred to in ASIC Form 604 – Notice of change of interests of substantial holder.



Kathryn Joy Bailie

Secretary

20th September 2010

Date of Change	Person whose relevant interest changed	Nature of change	Consideration given in relation to change	Class and number of securities affected	Person's votes affected
03/09/2010	Corom Pty. Ltd. ACN 009 127 262	0.63	\$23,310	Ordinary 37,000	37,000
03/09/2010	Corom Pty. Ltd. ACN 009 127 262	0.635	\$6,350	Ordinary 10,000	10,000
06/09/2010	Corom Pty. Ltd. ACN 009 127 262	0.635	\$24,423.37	Ordinary 38,462	38,462
13/09/2010	Corom Pty. Ltd. ACN 009 127 262	0.70	\$8,941.80	Ordinary 12,774	12,774
13/09/2010	Corom Pty. Ltd. ACN 009 127 262	0.70	\$185,050.60	Ordinary 264,358	264,358
13/09/2010	Corom Pty. Ltd. ACN 009 127 262	0.695	\$41,326.09	Ordinary 59,462	59,462
16/09/2010	Corom Pty. Ltd. ACN 009 127 262	0.72	\$2,664,000	Ordinary 3,700,000	3,700,000 *Refer Annexure B (signed 17/09/2010)

ANNEXURE B
11 pages in total

COROM PTY LTD ACN 009 127 262

- and -

VICTOR JOHN PLUMMER

Share Sale and Option Agreement

ATANASKOVIC HARTNELL
LAWYERS - CORPORATE, FINANCE & TAXATION

Level 10
Atanaskovic Hartnell House
75-85 Elizabeth Street
Sydney NSW
Australia 2000

SHARE SALE AND OPTION AGREEMENT

THIS AGREEMENT is made on 17 September 2010 between:

COROM PTY LTD ACN 009 127 262 of Level 13, 100 William Street, East Sydney NSW 2011 (**COROM**)

AND

VICTOR JOHN PLUMMER

RECITALS

- A. VJP is the registered owner of 3,700,000 ordinary shares (the **Sale Shares**) in Ross Human Directions Ltd (**RHD**).
- B. VJP wishes to sell, and Corom wishes to purchase, those 3,700,000 shares in RHD, subject to the terms and conditions set forth below.

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

The following expressions have the following meanings in this agreement unless the context otherwise requires:

Business Day means a day (not being a Saturday, Sunday or a public holiday) on which banks are open for general banking business in Sydney.

Call Exercise Notice means a notice in the form set out in Annexure A duly executed by VJP.

Call Exercise Period means the period of time commencing on the earlier to occur of the following:

- a) the day after the date of the scheme meeting to vote on the Peoplebank Proposal or any reconvened scheme meeting following an adjournment thereof (with the intention being, for the avoidance of doubt, that the Call Exercise Period will not commence while the Peoplebank Proposal remains on foot); or
- b) the public announcement that Peoplebank is not proceeding with the Peoplebank Proposal (which would include, for the avoidance of doubt, any increase to the consideration offered by Peoplebank);

and expiring at the End Time.

Encumbrance means any Security Interest, pledge, mortgage, lien, charge or adverse claim of ownership or use.

End Time means the earlier of:

- (i) the date that is five Business Days following the commencement of the Call Exercise Period; and
- (ii) midnight, Sydney time, on 31 December 2010.

Peoplebank means Peoplebank Holdings Pty Ltd.

Peoplebank Proposal means the proposed scheme of arrangement in respect of the proposed acquisition of RHD at a price of \$0.70 per share by Peoplebank as announced on 19 July 2010 and as amended on 13 September 2010.

Put Exercise Notice means a notice in the form set out in Annexure B duly executed by Corom.

Put Exercise Period means the period of time commencing on settlement of the sale of shares under clause 2.1 and expiring at the End Time.

Security Interest means an interest or power:

- (a) reserved in or over an interest in any asset including any retention of title or unpaid vendor's lien; or
- (b) created or otherwise arising in or over any interest in any asset under a bill of sale, mortgage, charge, lien, pledge, hypothecation, title retention arrangement, trust or power,

by way of security for the payment of a monetary obligation or the observance of any other obligation and includes, but is not limited to, any agreement to grant or create any of the above.

1.2 General interpretation

In this agreement, unless the contrary intention appears:

- (a) a reference to this agreement or another instrument includes any variation or replacement of any of them;
- (b) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (c) the singular includes the plural and vice versa;
- (d) the word **person** includes a firm, body corporate, an unincorporated association or an authority;
- (e) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns;
- (f) an agreement, representation or warranty on the part of two or more persons binds them jointly and severally;
- (g) a reference to an accounting term is to be interpreted in accordance with accounting standards under the Corporations Act and, if not inconsistent with those accounting standards, generally accepted principles and practices in Australia consistently applied by a body corporate or as between bodies corporate and over time;

- (h) a reference to any thing (including any amount) is a reference to the whole and each part of it and a reference to a group of persons is a reference to all of them collectively, to any two or more of them collectively and to each of them individually;
- (i) if an act prescribed under this agreement to be done by a party on or by a given day is done after 5.30pm on that day, it is to be taken to be done on the following day;
- (j) the words **including**, **for example** or **such as** when introducing an example, do not limit the meaning of the words to which the example relates;
- (k) reference to "**A\$**", "**\$**" or "**dollars**" is a reference to the lawful currency of the Commonwealth of Australia.

1.3 Headings

Headings are inserted for convenience and do not affect the interpretation of this agreement.

2. Share sale and purchase

2.1 Sale of shares

VJP must sell the Sale Shares to Corom, and Corom must purchase the Sale Shares from VJP, for the purchase price on the terms of this agreement. The sale is to be effected by an off-market crossing carried out as soon as possible following execution of this agreement.

2.2 Purchase price

The purchase price is \$0.72 per share for an aggregate consideration of \$2,664,000.

2.3 Shares free from encumbrance

The Sale Shares must be transferred free from any Security Interest or adverse interest or third party claim or right of any kind and with all rights, including dividend rights, attached or accruing to them on and from the date of this agreement.

3. CALL OPTION

3.1 Grant of call option

Subject to clause 3.2 below, Corom hereby grants to VJP the right (**Call Option**) to require Corom to sell to VJP 3,700,000 ordinary shares in RHD at a price of \$0.72 per share for an aggregate consideration of \$2,664,000 and otherwise on the terms and conditions of this agreement, and VJP hereby accepts the grant of that right.

3.2 Exercise

- (a) The Call Option may only be exercised by VJP delivering to Corom a Call Exercise Notice during the Call Exercise Period.

- (b) For the avoidance of doubt, VJP may only exercise the Call Option once and only in respect of exactly 3,700,000 ordinary shares in RHD, and may not do so if Corom has previously validly exercised its Put Option.

3.3 Settlement of the Call Option

Settlement of the sale and purchase arising on exercise of the Call Option is to occur by means of an off-market crossing (or such other means as the parties agree) three trading days after the later of:

- (a) The date on which the Call Exercise Notice is given; and
- (b) If on that date or proposed settlement date, any party is precluded by applicable law from performing its settlement obligations, the first day on which both parties cease to be so precluded.

4. PUT OPTION

4.1 Grant of put option

Subject to clause 4.2 below, VJP hereby grants to Corom the right (**Put Option**) to require VJP to purchase from Corom 3,700,000 ordinary shares in RHD at a price of \$0.72 per share for an aggregate consideration of \$2,664,000 and otherwise on the terms and conditions of this agreement, and Corom hereby accepts the grant of that right.

4.2 Exercise

- (a) The Put Option may only be exercised by Corom delivering to VJP a Put Exercise Notice during the Put Exercise Period.
- (b) For the avoidance of doubt, Corom may only exercise the Put Option once and only in respect of exactly 3,700,000 ordinary shares in RHD, and may not do so if VJP has previously validly exercised its Call Option.

4.3 Settlement of the Put Option

Settlement of the sale and purchase arising on exercise of the Put Option is to occur by means of an off-market crossing (or such other means as the parties agree) three trading days after the later of:

- (a) The date on which the Put Exercise Notice is given; and
- (b) If on that date or proposed settlement date, any party is precluded by applicable law from performing its settlement obligations, the first day on which both parties cease to be so precluded.

5. COSTS

5.1 Costs

Each party must bear its own legal and other costs and expenses in connection with negotiating, preparing and executing this agreement and other related documents and all things to be done under this agreement.

6. GENERAL

6.1 Notices

All notices, requests, consents and other documents (“Notices”) authorised or required to be given by or under this agreement will be given in legible writing and in English and either personally served or sent by facsimile transmission addressed as follows:

- (a) In the case of Corom, to:

Mr Jack Cowin, Director
Address: Level 13, 100 William Street, East Sydney NSW 2011
Facsimile: +61 2 9356 3147

- (b) In the case of VJP, to:

Victor John Plummer

Notices will be deemed served, delivered or given:

- (a) if personally served, by being left at the address of the party to whom the Notice is given between the hours of 9.00 am and 5.00 pm on any Business Day (“business hours”); and
- (b) if sent by facsimile, when successfully transmitted during business hours in the place to where the facsimile is being transmitted, or if not during business hours, then when business hours next commence.

Any party may change its address for receipt of Notices at any time by giving notice to the other party. Any Notice given under this agreement may be signed on behalf of any party by the duly authorised representative of that party and will be sent to all other parties to this Deed.

6.2 Governing law

This agreement is governed by the law applicable in New South Wales. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales and courts of appeal from them. Each party waives any right it has to object to an action being brought in those courts including by claiming that the action has been brought in an inconvenient forum or that those courts do not have jurisdiction.

6.3 Discretion in exercising rights

A party may exercise a right or remedy in any way it considers appropriate (including by imposing conditions), unless this agreement expressly states otherwise.

6.4 Partial exercising of rights

If a party does not exercise a right or remedy fully or at a given time, the party may still exercise it later.

6.5 Failure to enforce

The failure of a party at any time to require performance of any obligation under this agreement is not a waiver of that party's right:

- (a) to insist on performance of, or to claim damages for breach of, that obligation unless that party acknowledges in writing that the failure is a waiver; or
- (b) at any other time to require performance of that or any other obligation under this agreement.

6.6 Waiver, variation or termination

A provision of this agreement or a right created under it, may not be waived, varied or terminated except in writing, signed by the party or parties to be bound.

6.7 Cumulative rights

The rights and remedies arising out of or under this agreement are cumulative and additional to any rights and remedies provided in law or equity.

6.8 Assignment

A party must not assign its rights under this agreement without the prior written consent of the other parties.

6.9 Entire agreement

This agreement:

- (a) constitutes the entire agreement between the parties as to its subject matter; and
- (b) supersedes all prior agreements, understandings and negotiations between the parties on that subject matter.

6.10 Relationship

This agreement does not create a relationship of employment, agency or partnership between the parties.

6.11 Further assurances

Each party must:

- (a) do all things reasonably necessary to give full effect to this agreement and the transactions contemplated by it (including the execution of documents);
- (b) refrain from doing anything that might hinder performance of this agreement; and
- (c) use all reasonable endeavours to cause relevant third parties to do likewise.

6.12 Counterparts

This agreement may consist of a number of copies, each signed by one or more parties to the agreement. If so, the signed copies are treated as making up the one document.

6.13 Time of essence

Time is of the essence of this agreement.

6.14 Enforceability

No provision of this agreement is enforceable to the extent it is prohibited by applicable law.

Executed as an agreement on 17 September 2010.

EXECUTED by **COROM PTY LTD**
in accordance with section 127(1) of the
Corporations Act 2001 (Cwth):

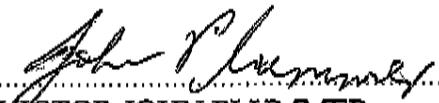

.....
Director

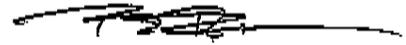
John J. Cowin
.....
Name of Director


.....
Director / Secretary

Kathryn Bailie
.....
Name of Director / Secretary

EXECUTED by **VICTOR JOHN
PLUMMER:**


.....
VICTOR JOHN PLUMMER


.....
Signature of witness

Bronie Roze
.....
Name of witness

**ANNEXURE A
CALL EXERCISE NOTICE**

VICTOR JOHN PLUMMER hereby exercises the Call Option granted to him pursuant to the Share Sale and Option Agreement between him and Corom Pty Ltd dated ___ September 2010 on the terms and conditions set out in that agreement.

Dated:

**EXECUTED by VICTOR JOHN
PLUMMER:**

.....
VICTOR JOHN PLUMMER

.....
Signature of witness

.....
Name of witness

ANNEXURE B
PUT EXERCISE NOTICE

COROM PTY LTD hereby exercises the Call Option granted to it pursuant to the Share Sale and Option Agreement between it and Victor John Plummer dated __ September 2010 on the terms and conditions set out in that agreement.

Dated:

EXECUTED by **COROM PTY LTD**
in accordance with section 127(1) of the
Corporations Act 2001 (Cwlth):

.....
Director

.....
Director / Secretary

.....
Name of Director

.....
Name of Director / Secretary