

Form 605Corporations Act 2001
Section 671B**Notice of ceasing to be a substantial holder**

To Company Name/Scheme WRIDGWAYS AUSTRALIA LIMITED

ACN/ARSN 079 887 728

1. Details of substantial holder (1)

Name D F & J STICKLAND

ACN/ARSN (if applicable) N/A

The holder ceased to be a
substantial holder on

16 DECEMBER 2010

The previous notice was given to the company on

20 DECEMBER 2001

The previous notice was dated

20 DECEMBER 2001

2. Changes in relevant interests

Particulars of each change in, or change in the nature of, a relevant interest (2) of the substantial holder or an associate (3) 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 (4) | Consideration given in relation to change (5) | Class (6) and number of securities affected | Person's votes affected |
|----------------|--|--|---|---|-------------------------|
| 16/12/2010 | D F & J STICKLAND | Pursuant to the scheme of arrangement (see Annexure A) approved by the Federal Court of Australia on 2 December 2010 | \$7,446,900.00 | 3,090,000 ordinary shares | 3,090,000 |

3. Changes in association

The persons who have become associates (3) of, ceased to be associates of, or have changed the nature of their association (7) 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 |
|-----------------------------------|-----------------------|
| N/A | |

4. Addresses

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

| Name | Address |
|-------------------|---------------------------------------|
| D F & J STICKLAND | 197 Pitt Town Road Kenthurst NSW 2156 |

Signature

print name

BRIAN CHAPPEL

capacity

Company Secretary

sign here

date

16 / 12 / 2010

Annexure A

Scheme of arrangement made under section 411 of the Corporations Act

Parties **Wridgways Australia Limited ABN 82 079 887 728** of 26 - 40 Nina Link,
Dandenong South, Victoria 3175, Australia (**Target**)

Each person registered as a holder of fully paid ordinary shares in the capital of the Target at the Record Date

Background

- A. The Target and the Bidder have entered into the Implementation Agreement, pursuant to which, amongst other things, the Target has agreed to propose this scheme to Target Shareholders and each of the Target and the Bidder have agreed to take certain steps to give effect to this scheme.
- B. If this scheme becomes Effective, the Bidder or Bidco will pay or procure the payment of the Scheme Consideration to the Scheme Shareholders in accordance with the provisions of this scheme, and Bidco will acquire all Scheme Shares.

Operative provisions

1. Definitions and interpretation

1.1 Definitions

In this scheme:

ASIC means the Australian Securities and Investments Commission.

ASX means, as the context requires, ASX Limited ACN 008 624 691 or the securities market conducted by ASX Limited.

Bidco means Santa Fe Moving & Relocation Services Australia Pty. Ltd. ACN 146 268 831.

Bidder means Santa Fe Holdings Ltd. of 18/F CC Wu Building, 302-8 Hennessy Road, Wanchai, Hong Kong.

Business Day means a business day as defined in the Listing Rules.

CHESS means the Clearing House Electronic Subregister System for the electronic transfer of Target Shares and other financial products operated by ASX Settlement and Transfer Corporation Pty Limited ABN 49 008 504 532.

Corporations Act means the Corporations Act 2001 (Cth).

Court means the Federal Court of Australia.

Deed Poll means the deed poll dated 19 October 2010 executed by the Bidder and Bidco in favour of the Scheme Shareholders.

Discretionary Special Dividend means a proposed fully franked dividend of no more than \$0.45 per Target Share, payable subject to approval of the Scheme by the Scheme Shareholders, that may be declared in the Target Directors' absolute discretion, by no later than the last date permitted by the Listing Rules to enable payment on the Discretionary Special Dividend Payment Date.

Discretionary Special Dividend Payment Date means the date which is 6 Business Days after the Effective Date.

Effective means the coming into effect, pursuant to section 411(10) of the Corporations Act, of the order of the Court made under section 411(4)(b) of the Corporations Act in relation to this scheme.

Effective Date means the date on which this scheme becomes Effective.

End Date means the date 6 months after the date of the Implementation Agreement.

Implementation Agreement means the scheme implementation agreement dated 20 September 2010 between the Target and the Bidder.

Implementation Date means the date which is 1 Business Day after the Record Date or such other date as the Target and the Bidder agree in writing.

Listing Rules means the official listing rules of ASX.

Marketable Parcel means a marketable parcel as defined by the market rules of ASX.

Record Date means 7.00 pm on the date which is 8 Business Days after the Effective Date or such other time and date (after the Effective Date) as the Bidder and the Target agree in writing.

Registered Address means, in relation to a Scheme Shareholder, the address of the Scheme Shareholder as recorded in the Target Share Register.

Scheme Consideration means \$2.80 cash for each Scheme Share less the cash amount of any Discretionary Special Dividend paid or to be paid.

Scheme Meeting means the meeting to be convened by the Court in relation to this scheme pursuant to section 411(1) of the Corporations Act.

Scheme Share means a Target Share on issue on the Record Date.

Scheme Shareholder means each person who holds Scheme Shares.

Second Court Date means the first day of hearing of an application made to the Court for an order pursuant to section 411(4)(b) of the Corporations Act approving this scheme or, if the hearing of such application is adjourned for any reason, means the first day of the adjourned hearing.

Target Director means a director of the Target.

Target Shareholder means a person who is registered in the Target Share Register as a holder of Target Shares.

Target Shares means fully paid ordinary shares in the capital of the Target.

Target Share Register means the register of members of the Target maintained by or on behalf of the Target in accordance with section 168(1) of the Corporations Act.

Target Share Registry means Computeshare Investor Services Pty Limited, of Yarra Falls, 452 Johnston Street, Abbotsford, Victoria 3067.

Trustee means the Target as trustee for the Scheme Shareholders.

1.2 Business days

If the day on which any act to be done under this scheme is a day other than a Business Day, that act must be done on or by the next Business Day except where this scheme expressly specifies otherwise.

1.3 Listing rules are law

A listing rule or business rule of a financial market or securities exchange will be regarded as a law for the purposes of this scheme.

1.4 General rules of interpretation

In this scheme headings are for convenience only and do not affect interpretation and, unless the contrary intention appears:

- (a) a word importing the singular includes the plural and vice versa, and a word of any gender includes the corresponding words of any other gender;
- (b) the word **including** or any other form of that word is not a word of limitation;
- (c) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (d) a reference to a **person** includes an individual, the estate of an individual, a corporation, an authority, an association or parties in a joint venture, a partnership and a trust;
- (e) a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee;
- (f) a reference to a document (including this scheme) is to that document as varied, novated, ratified or replaced from time to time;
- (g) a reference to a party, clause, schedule, exhibit, attachment or annexure is a reference to a party, clause, schedule, exhibit, attachment or annexure to or of this scheme, and a reference to this scheme includes all schedules, exhibits, attachments and annexures to it;
- (h) a reference to an agency or body if that agency or body ceases to exist or is reconstituted, renamed or replaced or has its powers or function removed (**obsolete body**), means the agency or body which performs most closely the functions of the obsolete body;
- (i) a reference to a statute includes any regulations or other instruments made under it (**delegated legislation**) and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, re-enactments and replacements;
- (j) a reference to \$ or **dollar** is to Australian currency;
- (k) a reference to time is to Sydney, Australia time; and
- (l) this scheme must not be construed adversely to a party just because that party prepared it or caused it to be prepared.

2. Preliminary matters

2.1 Target

- (a) The Target is a public company limited by shares, incorporated in Australia and registered in the State of New South Wales.
- (b) The Target is admitted to the official list of ASX and Target Shares are officially quoted on ASX. As at 19 October 2010, 32,000,000 Target Shares were on issue which are officially quoted on the ASX.

2.2 Bidder

The Bidder is a company limited by shares, incorporated in Hong Kong.

2.3 Bidco

Bidco is a company incorporated in Victoria, Australia.

2.4 Implementation Agreement

The Bidder and the Target have agreed, by executing the Implementation Agreement, to implement this scheme.

2.5 Deed Poll

The Bidder and Bidco have agreed, by executing the Deed Poll, to perform their obligations under this scheme, including the obligation to pay, or procure the payment of, the Scheme Consideration to the Scheme Shareholders.

3. Conditions precedent

3.1 Conditions

- (a) This scheme is conditional on:
 - (i) all the conditions precedent in clause 3.1 of the Implementation Agreement (other than the condition in clause 3.1(g)) having been satisfied or waived in accordance with the terms of the Implementation Agreement by 8.00 am on the Second Court Date;
 - (ii) the Implementation Agreement not having been terminated in accordance with its terms before 8.00 am on the Second Court Date;
 - (iii) approval of this scheme by the Court under section 411(4)(b) of the Corporations Act, including with such other conditions imposed by the Court under section 411(6) of the Corporations Act, as are acceptable to the Target and the Bidder, having been satisfied; and
 - (iv) the orders of the Court made under section 411(4)(b) (and if applicable, section 411(6)) of the Corporations Act approving this scheme coming into effect, under section 411(10) of the Corporations Act.
- (b) The satisfaction of the conditions referred to in clause 3.1(a) is a condition precedent to the operation of clauses 4.3 and 5.
- (c) This scheme will lapse and be of no further force or effect if the Effective Date does not occur on or before the End Date.

3.2 Certificate in relation to conditions

The Target and the Bidder must provide to the Court on the Second Court Date a certificate, or such other evidence as the Court requests, confirming whether or not as at 8.00 am on the Second Court Date all the conditions precedent in clause 3.1 of the Implementation Agreement (other than the condition in clause 3.1(g)) have been satisfied or waived.

3.3 Conclusive evidence

The giving of a certificate by the Target and the Bidder under clause 3.2 will be conclusive evidence of the matters referred to in the certificate.

4. Implementation

4.1 Lodgement of Court orders

The Target must lodge with ASIC an office copy of any Court orders under section 411(10) of the Corporations Act approving this scheme by 6.00 pm on the Business Day the Court approves this scheme or by 6.00 pm on the Business Day on which the Court orders are entered, whichever is later.

4.2 Consequences of this scheme becoming Effective

If this scheme becomes Effective:

- (a) it will override the constitution of the Target, to the extent of any inconsistency;
- (b) the Bidder or Bidco must (pursuant to their obligations under the Deed Poll) pay or procure the payment of the Scheme Consideration in the manner contemplated by clause 5.2(a);
- (c) subject to the payment of the Scheme Consideration under clause 4.2(b), all the Scheme Shares (together with all rights and entitlements attaching to the Scheme Shares) will be transferred to Bidco;
- (d) the Target will enter the name of Bidco in the Target Share Register in respect of all the Scheme Shares; and
- (e) the Target will pay the Scheme Consideration to each Scheme Shareholder in accordance with clause 5.2.

4.3 Transfer of Scheme Shares

On the Implementation Date:

- (a) subject to the payment of the Scheme Consideration in the manner contemplated by clause 5.2(a) and the Bidder or Bidco providing the Target with written confirmation of that payment, the Scheme Shares, together with all rights and entitlements attaching to the Scheme Shares at the Implementation Date, will be transferred to Bidco, without the need for any further act by any Scheme Shareholder (other than acts performed by the Target or its officers as agent and attorney of the Scheme Shareholders under clause 8.4 or otherwise) by:
 - (i) the Target delivering to Bidco a duly completed and executed share transfer form to transfer all the Scheme Shares to Bidco; and
 - (ii) Bidco duly executing such transfer form and delivering it to the Target for registration; and

- (b) immediately after receipt of the transfer form in accordance with clause 4.3(a)(ii), the Target must enter the name of Bidco in the Target Share Register in respect of the Scheme Shares.

5. Scheme Consideration

5.1 Amount of Scheme Consideration

Each Scheme Shareholder is entitled to receive the Scheme Consideration in respect of each Scheme Share held by that Scheme Shareholder.

5.2 Payment of Scheme Consideration

- (a) The Bidder or Bidco must (pursuant to their obligations under the Deed Poll) before 12.00 noon on the Implementation Date pay or procure payment of an amount at least equal to the aggregate amount of the Scheme Consideration payable to all Scheme Shareholders by depositing in cleared funds in an Australian dollar denominated trust account operated by the Trustee, to be held on trust for the Scheme Shareholders, except that any interest on the amount deposited (less bank fees and other charges) will be to the Bidder's account and provide the Target with written confirmation of that payment.
- (b) As soon as practicable following implementation of this scheme on the Implementation Date and subject to compliance with clause 5.2(a), the Trustee must pay from the account referred to in clause 5.2(a) to each Scheme Shareholder such amount of cash as is due to that Scheme Shareholder under clause 5.1 as Scheme Consideration in respect of all that Scheme Shareholder's Scheme Shares.
- (c) The amount referred to in clause 5.2(b) must be paid by the Trustee doing any of the following at its election:
 - (i) sending (or procuring the Target Share Registry to send) it to the Scheme Shareholder's Registered Address by cheque in Australian currency drawn out of the trust account established in accordance with clause 5.2(a); or
 - (ii) if the Scheme Shareholder has a payment direction (that is currently used for the payment of dividends) for a bank account with any Australian ADI (as defined in the Corporations Act) recorded in the Target Share Register as at the Record Date, depositing (or procuring the Target Share Registry to deposit) it into that account.
- (d) If there is any surplus in the amount held by the Trustee in the trust account, that surplus must be paid by the Trustee to the Bidder following the satisfaction of the Trustee's obligations under this clause.
- (e) If any amount is required under any Australian law or by any Australian government or any Australian governmental, semi-governmental or judicial entity or authority to be:
 - (i) withheld from an amount payable under clause 5.2(b) or 5.2(d) and paid to that entity or authority; or
 - (ii) retained by the Trustee out of an amount payable under clause 5.2(b) or 5.2(d),

its payment or retention by the Trustee (or the Target Share Registry) will constitute the full discharge of the Trustee's obligations under clauses 5.2(b), 5.2(c) or 5.2(d)

with respect to the amount so paid or retained until, in the case of clause 5.2(e)(ii), it is no longer required to be retained.

5.3 Joint holders

In the case of Scheme Shares held in joint names, the Scheme Consideration must be paid by a cheque forwarded in the names of those joint holders or where the joint holders have nominated a bank account under clause 5.2(c)(ii), the amount must be deposited directly to the nominated bank account of the joint holders.

5.4 Unclaimed monies

- (a) The Target may cancel a cheque issued under clause 5.2(c)(i) if the cheque:
 - (i) is returned to the Target; or
 - (ii) has not been presented for payment within six months after the date on which the cheque was sent.
- (b) During the period of one year commencing on the Implementation Date, on request from a Scheme Shareholder, the Target must reissue a cheque that was previously cancelled under this clause.

6. Dealings in Target Shares

6.1 Dealings in Target Shares by Scheme Shareholders

To establish the identity of the Scheme Shareholders, dealings in Target Shares will only be recognised if:

- (a) in the case of dealings of the type to be effected using CHESS, the transferee is registered in the Target Share Register as the holder of the relevant Target Shares on or before the Record Date; and
- (b) in all other cases, registrable transmission applications or transfers in respect of those dealings are received on or before the Scheme Record Date at the place where the Target Share Register is kept,

and the Target will not accept for registration, nor recognise for the purpose of establishing the persons who are Scheme Shareholders, any transfer or transmission application in respect of the Target Shares received after such times or received prior to such times but not in registrable form.

6.2 Target Share Register

- (a) The Target must maintain the Target Share Register in accordance with the provisions of this clause 6 until the Scheme Consideration has been paid to the Scheme Shareholders and the Target Share Register in this form will solely determine entitlements to the Scheme Consideration.
- (b) The Target must register registrable transmission applications or transfers of the kind referred to in clause 6.1(b) on the Record Date (provided that for the avoidance of doubt nothing in this clause 6.2(b) requires the Target to register a transfer that would result in a Target Shareholder holding a parcel of Target Shares that is less than a Marketable Parcel).

- (c) The Target will not accept for registration or recognise for any purpose any transmission application or transfer in respect of Target Shares received after the Record Date.
- (d) From the Record Date until the earlier of registration of Bidco in respect of all Scheme Shares under clause 4.3(b) or the End Date, no Target Shareholder may deal with Target Shares in any way except as set out in this scheme and any attempt to do so will have no effect.

6.3 Information to be made available to the Bidder

As soon as practicable after the Record Date and before 12 noon on the Implementation Date, the Target will ensure that details of the names, Registered Addresses and holdings of Target Shares for each Scheme Shareholder are available to the Bidder in the form the Bidder reasonably requires.

6.4 Effect of share certificates and holding statements

- (a) All statements of holding for Target Shares will cease to have effect from the Record Date as documents of title in respect of those shares (other than statements of holding in favour of Bidco and its successors in title).
- (b) As from the Record Date, each entry current at that date on the Target Share Register (other than entries in respect of Bidco and its successors in title) will cease to have effect except as evidence of entitlement to the Scheme Consideration in respect of the Target Shares relating to that entry.

7. Quotation of Target Shares

- (a) The Target will apply to ASX to suspend trading on the ASX in Target Shares with effect from the close of trading on the Effective Date.
- (b) On a date after the Implementation Date to be determined by the Bidder, the Target will apply:
 - (i) for termination of the official quotation of Target Shares on ASX; and
 - (ii) to have itself removed from the official list of ASX.

8. General Scheme Provisions

8.1 Consent

If the Court proposes to approve this scheme subject to any alterations or conditions, the Target may, by its counsel or solicitors, consent on behalf of all persons concerned to those alterations or conditions to which the Bidder has consented in writing.

8.2 Agreement of Scheme Shareholders

Each Scheme Shareholder:

- (a) agrees to the transfer of their Target Shares in accordance with terms of this scheme and agrees to the variation, cancellation or modification of the rights attached to their Target Shares constituted by or resulting from this scheme; and
- (b) acknowledges that this scheme binds the Target and all Scheme Shareholders (including those who do not attend the Scheme Meeting or do not vote at that meeting or vote against this scheme at that Scheme Meeting).

8.3 Warranties by Scheme Shareholders

Each Scheme Shareholder is deemed to have warranted to the Target in its own right and for the benefit of Bidco that:

- (a) all their Scheme Shares (including any rights and entitlements attaching to those Scheme Shares) which are transferred to Bidco under this scheme will, on the date they are transferred to Bidco, be fully paid;
- (b) all their Scheme Shares (including any rights and entitlements attaching to those Scheme Shares) which are transferred to Bidco under this scheme will, on the date they are transferred to Bidco, be free from all mortgages, charges, liens, encumbrances and interests of third parties of any kind, whether legal or otherwise and restrictions on transfer of any kind; and
- (c) they have full power and capacity to sell and to transfer their Scheme Shares (including any rights and entitlements attaching to those Scheme Shares) to Bidco.

8.4 Authority given to the Target

Upon this scheme becoming Effective, each Scheme Shareholder without the need for any further act:

- (a) irrevocably appoints the Target and all of its directors, secretaries and officers (jointly and severally) as its attorney and agent for the purpose of:
 - (i) enforcing the Deed Poll against the Bidder or Bidco (as applicable); and
 - (ii) executing any document necessary to give effect to this scheme including, a proper instrument of transfer of its Scheme Shares for the purposes of section 1071B of the Corporations Act which may be a master transfer of all the Scheme Shares,and the Target accepts such appointment; and
- (b) will be deemed to have authorised the Target to do and execute all acts, matters, things and documents on the part of each Scheme Shareholder necessary to implement this scheme, including executing, as agent and attorney of each Scheme Shareholder, a share transfer or transfers in relation to Scheme Shares as contemplated by clause 8.4(a).

8.5 Appointment of sole proxy

Upon the Scheme Consideration being provided to the Scheme Shareholders and until the Target registers Bidco as the holder of all Target Shares in the Target Share Register, each Scheme Shareholder:

- (a) is deemed to have irrevocably appointed Bidco as its attorney and agent (and directed Bidco in such capacity) to appoint any director, officer, secretary or agent nominated by Bidco as its sole proxy and, where applicable, corporate representative to attend shareholders' meetings of the Target, exercise the votes attaching to the Scheme Shares registered in their name and sign any Target Shareholders' resolutions, whether in person, by proxy or by corporate representative;
- (b) undertakes not to otherwise attend or vote at any of those meetings or sign or vote on any resolutions (whether in person, by proxy or by corporate representative) other than as pursuant to clause 8.5(a);

- (c) must take all other actions in the capacity of a registered holder of Scheme Shares as Bidco reasonably directs; and
- (d) acknowledges and agrees that in exercising the powers referred to in clause 8.5(a), Bidco and any director, officer, secretary or agent nominated by Bidco under clause 8.5(a) may act in the best interests of Bidco as the intended registered holder of the Scheme Shares.

8.6 Definition of "sending"

For the purposes of clause 5.2(c)(i), the expression "sending" means, in relation to each Scheme Shareholder:

- (a) sending by ordinary pre-paid post or courier to the Registered Address of that Scheme Shareholder as at the Record Date; or
- (b) delivery to the Registered Address of that Scheme Shareholder as at the Record Date by any other means at no cost to the recipient.

9. General

9.1 Stamp duties

The Bidder or Bidco must pursuant to their obligations under the Deed Poll:

- (a) pay all stamp duties and any related fines and penalties in respect of the transfer of the Scheme Shares to Bidco and is authorised to apply for and retain the proceeds of any refund due in respect of stamp duty paid under this clause; and
- (b) indemnify each Scheme Shareholder against any liability from a failure to comply with clause 9.1(a).

9.2 Notices

- (a) If a notice, transfer, transmission application, direction or other communication referred to in this scheme is sent by post to the Target, it will not be taken to be received in the ordinary course of post or on a date and time other than the date and time (if any) on which it is actually received at the place where the Target's Share Registry is kept.
- (b) The accidental omission to give notice of the Scheme Meeting or the non-receipt of such a notice by any Target Shareholder may not, unless so ordered by the Court, invalidate the Scheme Meeting or the proceedings of the Scheme Meeting.

9.3 Further acts and documents

The Target must do all further acts and execute and deliver all further documents required by law or necessary to give effect to this scheme and the transactions contemplated by it.

10. Governing law and jurisdiction

10.1 Governing law

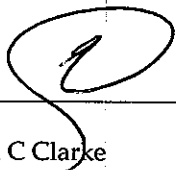
This scheme is governed by the law applying in New South Wales.

10.2 Jurisdiction

Each party irrevocably:

- (a) submits to the non-exclusive jurisdiction of the courts of New South Wales, Commonwealth courts having jurisdiction in that state and the courts competent to determine appeals from those courts, with respect to any proceedings that may be brought at any time relating to this scheme; and
- (b) waives any objection it may have now or in the future to the venue of any proceedings, and any claim it may have now or in the future that any proceedings have been brought in an inconvenient forum, if that venue falls within clause 10.2(a).

This is a true copy of the scheme of arrangement approved by the Federal Court of Australia on 2 December 2010.



Brian C Clarke