

24 December 2010

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DX 117 SYDNEY www.minterellison.com
TELEPHONE +61 2 9921 8888 FACSIMILE +61 2 9921 8123

Company Announcements Officer
ASX Limited
Exchange Centre
20 Bridge Street
Sydney
NSW 2000

Dear Sir/Madam

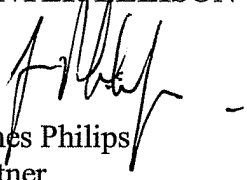
Notice of initial substantial holder

We act for Count Financial Limited

On behalf of Count Financial Limited we enclose in accordance with section 671B of the *Corporations Act 2001* (Cth), a copy of ASIC Form 603.

The ASIC Form 603 has been given to Centrepont Alliance Limited.

Yours faithfully
MINTER ELLISON



James Philips
Partner

enclosure

Partner responsible: James Philips Direct phone: +61 2 9921 4945
Email: james.philips@minterellison.com
Our reference: JDP:20-6704952

Form 603
Corporations Act 2001
Section 671B

Notice of initial substantial holder

To Company Name/Scheme Centrepoint Alliance Limited

ABN 72 052 507 507

1. Details of substantial holder (1)

Name Count Financial Limited and its related bodies corporate as set out in Annexure A

ABN (if applicable) 19 001 974 625

The holder became a substantial holder on 24 December 2010

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)
Ordinary shares	7,731,685	7,731,685	8.25%

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
Count Investments Pty Ltd ACN 141 021 525	Relevant interest under section 608(1) or (2) of the Corporations Act under a share acquisition agreement, a copy of which accompanies this form at Annexure B	7,731,685 ordinary shares
Count Financial Limited	Relevant interest under section 608(3)	7,731,685 ordinary shares
Related bodies corporate of the holders of the relevant interest, set out in Annexure A	Associates of the holder of the relevant interest under section 11.	7,731,685 ordinary shares

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
Count Financial Limited Count Financial Limited, Count Investments Pty Ltd	Aviva Overseas Holdings Limited	Count Investments Pty Ltd	7,731,685 ordinary shares

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	
Count Financial Limited Count Financial Limited, Count Investments Pty Ltd	24 December 2010	\$1.30 per share cash		7,731,685 ordinary shares

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
See Annexure A	Related bodies corporate, associates of the holder of the relevant interest under section 11.

7. Addresses

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

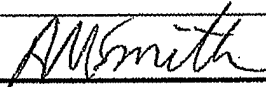
Name	Address
Count Financial Limited and its related bodies corporate as set out Annexure A	Gold Fields House Level 19 1 Alfred Street Sydney NSW 2000

Signature

print name Anna Smith

capacity Company Secretary

sign here



date 24/12/10

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 trustees 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.

This is annexure A of 1 page referred to in Form 603 Notice of initial substantial holder

Count Financial Limited
ACN 001 974 625

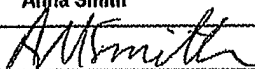
sign here	Anna Smith <i>AMS</i>	capacity	Company Secretary
		date	24/12/10

Name and ACN/ARSN (if applicable)	Nature of association
Finconnect (Australia) Pty Limited ACN 122 886 477 Compound Investments Pty Ltd ACN 147 290 882 Count Property Pty Ltd ACN 104 045 034 Count Legal Pty Limited ACN 127 112 485 Count GPS Pty Ltd ACN 128 784 609 Equity Loan Broking Pty Ltd ACN 111 623 922 Equity Structured Products Pty Ltd ACN 126 045 109 Count Finance Pty Ltd ACN 134 556 317	Related bodies corporate, associates of the holder of the relevant interest under section 11..

This is **annexure B** of 10 pages referred to in Form 603 Notice of initial substantial holder

Count Financial Limited
ACN 001 974 625

I certify that this is a true copy of the relevant agreement by which the relevant interest was acquired.

Anna Smith	capacity	Company Secretary
sign here 	date	24/12/10

The parties by exchange of emails agreed to the following amendments to the attached copy of the agreement:

- that rather than being 23 December 2010, the Completion Date in the SPA will be the later of:
 - the date that Aviva confirms that it has received the payment of the consideration to Aviva's nominated UK bank account; and
 - the date that Count confirms that it has received the original Share Transfer Form.
- that the references to "on Completion" in clauses 3.2 and 4 of the SPA will be treated as having been replaced with references to "on or before Completion".

Share Acquisition Agreement

Aviva Overseas Holdings Limited

Count Investments Pty Ltd

Sale of Shares in Centrepont Alliance Limited

**Allens Arthur Robinson
Level 27
530 Collins Street
Melbourne VIC 3000 Australia
Tel +61 3 9614 1011
Fax +61 3 9614 4661
www.aar.com.au**

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Share Acquisition Agreement

Allens Arthur Robinson



Table of Contents

1. Definitions and Interpretation	1
1.1 Definitions	1
1.2 Interpretation	2
2. Sale and purchase of the Shares	2
2.1 Sale and purchase	2
2.2 Title and property	2
3. Completion	3
3.1 Date for Completion	3
3.2 Obligations of the Vendor on Completion	3
3.3 Payment of purchase price	3
4. Consideration	3
5. Interest on amounts payable	3
5.1 Interest	3
5.2 Tax gross up	3
6. Warranty by the Vendor	4
6.1 Warranty	4
6.2 No merger	4
7. GST	4
8. Notices	4
9. Entire agreement	5
10. Amendment	5
11. Assignment	5
12. Further assurances	5
13. Stamp duty and costs	5
14. Governing law and jurisdiction	6
15. Counterparts	6

Share Acquisition Agreement

Allens Arthur Robinson

Date	2010
Parties	
1.	Aviva Overseas Holdings Limited incorporated in the United Kingdom of St Helen's, 1 Undershaft, London, EC3P 3DQ, United Kingdom (the <i>Vendor</i>).
2.	Count Investments Pty Ltd (ACN 141 021 525) of 'Gold Fields House', Level 19, 1 Alfred Street (the <i>Purchaser</i>).
Recitals	
A	The Vendor is the registered holder and beneficial owner of the Shares.
B	The Vendor has agreed to sell the Shares to the Purchaser, and the Purchaser has agreed to buy the Shares from the Vendor, on the terms of this Agreement.

It is agreed as follows.

1. Definitions and Interpretation

1.1 Definitions

The following definitions apply unless the context requires otherwise.

Business Day means a day on which banks are open for business in Melbourne and Sydney, Australia (other than a Saturday, Sunday or public holiday).

Company means Centrepont Alliance Limited (ACN 052 507 507).

Completion means completion of the sale and purchase of the Shares under this Agreement.

Completion Date means 23 December 2010 (or such other date as is agreed between the parties).

Governmental Agency means a government or a governmental, semi-governmental or judicial entity or authority. It also includes a self-regulatory organisation established under statute or a stock exchange.

Interest Rate means the interbank overnight cash rate last published by the Reserve Bank of Australia on electronic media services (Reuters RBA30/RBA36; Bloomberg RBAO9/RBAO11).

Security Interest includes any mortgage, pledge, lien or charge or any security or preferential interest or arrangement of any kind or any other right of, or arrangement with, any creditor to have its claim satisfied in priority to other creditors with, or from the proceeds of, any asset. It includes retention of title other than in the ordinary course of day-to-day trading and a deposit of money by way of security but it excludes a charge or lien arising in favour of a Governmental Agency by operation of statute unless there is default in payment of money secured by that charge or lien.

Shares means 7,731,685 ordinary shares each fully paid in the Company together with all the benefits of all rights (including dividend rights) attached or accruing to those shares as at the date of Completion.

1.2 Interpretation

Headings are for convenience only and do not affect interpretation. The following rules of interpretation apply unless the context requires otherwise.

- (a) The singular includes the plural, and the converse also applies.
- (b) A gender includes all genders.
- (c) If a word or phrase is defined, its other grammatical forms have a corresponding meaning.
- (d) A reference to a *person* includes a corporation, trust, partnership, unincorporated body or other entity, whether or not it comprises a separate legal entity.
- (e) A reference to a clause or schedule is a reference to a clause of, or schedule to, this Agreement.
- (f) A reference to a party to this Agreement or another agreement or document includes the party's successors, permitted substitutes and permitted assigns (and, where applicable, the party's legal personal representatives).
- (g) A reference to an agreement or document (including a reference to this Agreement) is to the agreement or document as amended, supplemented, novated or replaced, except to the extent prohibited by this Agreement or that other agreement or document, and includes the schedules to that agreement or document.
- (h) A reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it.
- (i) A reference to *dollars* or \$ is to Australian currency.
- (j) A reference to *conduct* includes an omission, statement or undertaking, whether or not in writing.
- (k) Mentioning anything after *includes, including, for example*, or similar expression does not limit what else might be included.

2. Sale and purchase of the Shares

2.1 Sale and purchase

The Vendor as legal and beneficial owner sells the Shares free from all Security Interests and the Purchaser buys the Shares on the terms set out in this Agreement.

2.2 Title and property

Title and property in the Shares:

- (a) until Completion, remains solely with the Vendor; and
- (b) subject to the provisions of this Agreement, passes to the Purchaser with effect from Completion.

Share Acquisition Agreement

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3. Completion

3.1 Date for Completion

Completion must take place on the Completion Date.

3.2 Obligations of the Vendor on Completion

On Completion, the Vendor must deliver to the Purchaser a duly executed instrument of transfer of the Shares in favour of the Purchaser.

3.3 Payment of purchase price

The Purchaser must pay the consideration specified in clause 4, at the Vendor's option, either by:

- (a) drafts or cheques drawn by a bank as defined in the *Banking Act 1959* (Cth); or
- (b) way of direct transfer of immediately available funds to the bank account nominated in writing by the Vendor,

and, in each case, by not later than 4pm (Melbourne time) on the due date for payment unless otherwise agreed by the parties in writing.

4. Consideration

On Completion, the Purchaser must pay \$10,051,190.50 for the Shares (being \$1.30 per Share) in accordance with the method of payment required under clause 3.3.

5. Interest on amounts payable

5.1 Interest

If the Purchaser fails to pay the amount specified in clause 4 by the due date for payment, then in addition to paying that amount, the Purchaser must, if demand is made by the Vendor, pay interest on the amount from the due date for payment until the amount is paid in full, at the rate per annum which is the sum of the Interest Rate on the date on which the payment was due, plus a margin of 3%, calculated daily. The right to require payment of interest under this clause is without prejudice to any other rights that the Vendor may have against the Purchaser at law or in equity.

5.2 Tax gross up

All payments under clause 5.1 will be made free and clear of, and without, deduction or withholding, unless required by law or regulation. If a deduction or withholding is required by law or regulation, the Purchaser will pay such additional amounts as will result in the receipt by the Vendor of such amounts as would otherwise have been received by the Vendor if no such deduction or withholding had been required. However, if the Vendor obtains the benefit of a foreign tax credit in respect of an amount deducted or withheld by the other party under this clause 5.2 then the Vendor must promptly notify the Purchaser of the amount of that foreign tax credit and refund such an amount to the Purchaser so as to place the Vendor in the same after-tax position that they would have been in had no withholding or deduction been required.

Share Acquisition Agreement

Allens Arthur Robinson



6. Warranty by the Vendor

6.1 Warranty

The Vendor represents and warrants to the Purchaser (who, as a result, has been induced to enter into this Agreement) as at the date of this Agreement and as at Completion that the Vendor is and will at Completion be the legal and beneficial owner of the Shares free from all Security Interests.

6.2 No merger

The provisions of clause 6.1 will not merge on Completion but will enure indefinitely for the benefit of the Purchaser.

7. GST

- (a) Terms with an initial capital letter which have a defined meaning in *A New Tax System (Goods and Services Tax) Act 1999 (Cth) (GST Act)* shall have that meaning in this clause except that Taxable Supply excludes the reference to section 84-5 of the GST Act.
- (b) If GST is payable on a Taxable Supply made under, by reference to or in connection with this Agreement, the amount of GST payable in respect of that supply must be paid as additional Consideration. This clause does not apply to the extent that the Consideration for the supply is expressly stated to be GST inclusive.
- (c) Any reference in the calculation of any amount payable under this Agreement to a cost, expense or other liability incurred by a party must exclude the amount of any Input Tax Credit in relation to that cost, expense or other liability.
- (d) No additional amount is payable under clause 7(b) until the Recipient of the supply has received a Tax Invoice or Adjustment Note.

8. Notices

Any notice, demand, consent or other communication (a *Notice*) given or made under this Agreement:

- (a) must be in writing and signed by a person duly authorised by the sender;
- (b) must be delivered to the intended recipient by prepaid post (if posted to an address in another country, by registered airmail) or by hand or fax to the address or fax number below or the address or fax number last notified by the intended recipient to the sender:
 - (i) to the Vendor: St Helen's
1 Undershaft,
London, EC3P 3DQ
United Kingdom

Attention: The Company Secretary
Fax No: 44 (0) 20 7662 8070
 - (ii) to the Purchaser: 'Gold Fields House'
Level 19

Share Acquisition Agreement

Allens Arthur Robinson 

1 Alfred Street
New South Wales 2000

Attention: Company Secretary
Fax No: 02 9241 7342

(c) will be taken to be duly given or made:

- (i) in the case of delivery in person, when delivered;
- (ii) in the case of delivery by post, two Business Days after the date of posting (if posted to an address in the same country) or seven Business Days after the date of posting (if posted to an address in another country); and
- (iii) in the case of fax, on receipt by the sender of a transmission control report from the despatching machine showing the relevant number of pages and the correct destination fax machine number or name of recipient and indicating that the transmission has been made without error,

but if the result is that a Notice would be taken to be given or made on a day that is not a Business Day in the place to which the Notice is sent or is later than 4pm (local time) it will be taken to have been duly given or made at the commencement of business on the next Business Day in that place.

9. Entire agreement

This Agreement contains the entire agreement between the parties with respect to its subject matter. It sets out the only conduct relied on by the parties and supersedes all earlier conduct and prior agreements and understandings between the parties in connection with its subject matter.

10. Amendment

This Agreement may be amended only by another Agreement executed by all the parties.

11. Assignment

The rights and obligations of the parties under this Agreement cannot be assigned, charged, encumbered or otherwise dealt with, and no party may attempt or purport to do so, without the prior written consent of the other party.

12. Further assurances

Each party must do anything (including executing agreements and documents) necessary to give full effect to this Agreement and the transactions contemplated by it.

13. Stamp duty and costs

Each party must bear its own costs arising out of the negotiation, preparation and execution of this Agreement. All stamp duty (including fines, penalties and interest) which may be payable on or in

Share Acquisition Agreement

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connection with this Agreement and any instrument executed under or any transaction evidenced by this Agreement must be borne by the Purchaser.

14. Governing law and jurisdiction

This Agreement is governed by the laws of Victoria. Each party submits to the jurisdiction of the courts exercising jurisdiction there, and waives any right to object to the venue on any ground.

15. Counterparts

This Agreement may be executed in any number of counterparts. All counterparts will be taken to constitute one instrument.

Signed for Aviva Overseas Holdings Limited
by its authorised representative in the presence
of:

X

Authorised Representative Signature

Witness Signature

Print Name LYLA SPENCER

Print Name

K. A. COOPER

Position

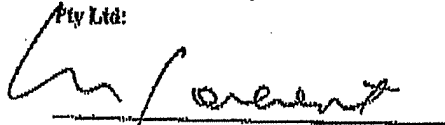
AUTHORISED SIGNATORY
FOR AND ON BEHALF OF
AVIVA
DIRECTOR SERVICES LIMITED

Share Acquisition Agreement

Allens Arthur Robinson +

Executed in accordance with section 127 of the
Corporations Act 2001 by Count Investments

Pty Ltd:



Director Signature

BARRY MARTIN LAMBERT

Print Name



Director/Secretary Signature

ANNA MARIA SMITH

Print Name