

**Form 604**  
Corporations Act 2001  
Section 671B

**Notice of change of interests of substantial holder**

To Company Name/Scheme Mortgage Choice Limited

ACN/ARSN ACN 009 161 979

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

Name Commonwealth Bank of Australia (CBA) and its subsidiaries listed in Annexure A  
ACN/ARSN (if applicable) ACN 123 123 124

There was a change in the interests of the substantial holder on 29/11/11  
The previous notice was given to the company on 07/02/11  
The previous notice was dated 02/02/11

**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)
Fully paid ordinary shares	9,732,521	8.11%	30,226,748	25.20% (based on 119,948,255 ordinary shares on issue)

For the securities (if any) listed below, see NOTE 1 at the end of this form

Class of securities (4)	Previous notice		Present notice	
	Person's votes	Voting power (5)	Person's votes	Voting power (5)
Fully paid ordinary shares	0	0.00% see note 1 at the end of this form	0	0.00% see note 1 at the end of this form

**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
29/11/11	CBA	Relevant interest pursuant to subsections 608(1)(b) and 608(1)(c) of the <i>Corporations Act 2001</i> (Cth) ( <b>Corporations Act</b> ), being a right to control the exercise of votes attached to the securities and the right to control the power to dispose of the securities as a result of CBA appointing a majority of the board of directors to Count Financial Limited ( <b>Count</b> ) following the scheme of arrangement between Count and its members becoming effective (see Annexure D).	CBA will pay the consideration for Count shares pursuant to the scheme of arrangement attached at Annexure D.	20,611,785 Fully paid ordinary shares	20,611,785

29/11/11	CBA's subsidiaries listed in Annexure A	Relevant interest pursuant to subsection 12(2) of the Corporations Act, as a result of CBA's subsidiaries being related bodies corporate of CBA.	CBA will pay the consideration for Count shares pursuant to the scheme of arrangement attached at Annexure D.	20,611,785 Fully paid ordinary shares	20,611,785
See Annexure B to this notice.					

#### 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
CBA and each of its subsidiaries listed in Annexure A	Finconnect (Australia) Pty Ltd	Finconnect (Australia) Pty Ltd	Relevant interest pursuant to subsections 608(1)(b), 608(1)(c) or 12(2) of the Corporations Act (as relevant, depending on the entity). Please see section 3 of this form for more detail.	20,611,785 Fully paid ordinary shares	20,611,785
Avanteos Investments Limited	Avanteos Investments Limited		Power to control the exercise of a right to vote attached to securities and/or to control the exercise of the power to dispose of securities pursuant to the position held as superannuation trustee.	3,000 Fully paid ordinary shares	3,000
Colonial First State Investment Limited (1)	Citicorp Nominees Pty Limited		Power to exercise voting rights pursuant to position held as the responsible entity of a managed investment scheme.	8,916,166 Fully paid ordinary shares	8,916,166
Realindex Investments Limited	Citicorp Nominees Pty Limited		Power to control the exercise of a right to vote attached to securities and/or to control the exercise of the power to dispose of securities.	695,797 Fully paid ordinary shares	695,797
Grand Total					30,226,748

#### 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
CBA's subsidiaries listed in Annexure A	are related bodies corporate of CBA
Avanteos Investments Limited	is a related body corporate of CBA
Colonial First State Investment Limited (1)	is a related body corporate of CBA
Realindex Investments Limited	is a related body corporate of CBA
Count and its subsidiaries listed in Annexure C	are body corporates controlled by CBA

#### 6. Addresses

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

Name	Address
CBA and its subsidiaries listed in Annexure A	Ground Floor, Tower 1, 201 Sussex Street Sydney NSW 2000
Avanteos Investments Limited	Ground Floor, Tower 1, 201 Sussex Street Sydney NSW 2000
Colonial First State Investment Limited (1)	Ground Floor, Tower 1, 201 Sussex Street Sydney NSW 2000
Realindex Investments Limited	Ground Floor, Tower 1 201 Sussex Street Sydney NSW 2000
Count and its subsidiaries listed in Annexure C	Level 19, Goldfields House, 1 Alfred Street, Sydney NSW 2000

NOTE 1 – (This note is relevant to sections 2, 3, 4 and 5)

The relevant interests in these securities are/were held by Colonial First State Investments Limited (CFS) as responsible entity of the specified registered managed investment schemes and relate(d) to holdings in connection with the Colonial First State First Choice product range. Decisions to buy/sell those securities and exercise voting rights in relation to those securities are made by external managers (unrelated to the Commonwealth Bank Group) to whom CFS has outsourced those functions. By instrument dated 29 October 2001, the Australian Securities and Investments Commission has granted certain relief to CFS and its related bodies corporate for these holdings from the provisions of Chapter 6 of the Corporations Act in relation to the acquisition of such securities.

## Signature

print name John Damien Hatton

capacity Company Secretary

sign here



date 1 December 2011

### 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 on 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 5 pages referred to in Form 604, Notice of Change of Interests of Substantial Holder dated 1 December 2011



John Damien Hatton – Company Secretary

### SCHEDULE

“COMMFINANCE CO., LTD”  
155 MACQUARIE STREET HOLDINGS PTY LTD  
158 FERNY AVENUE HOLDINGS II PTY LIMITED  
30 PITT STREET PTY LIMITED  
ACADIAN ASSET MANAGEMENT (AUSTRALIA) LIMITED  
ACS SECURITIES PTY LTD  
AEGIS CORRECTIONAL PARTNERSHIP PTY LTD  
ALTONA V6 PTY LIMITED  
AMTD DIRECT LIMITED  
AMTD GROUP COMPANY LIMITED  
AMTD STRATEGIC CAPITAL LIMITED  
ARGMA PTY LIMITED  
ASB CAPITAL LIMITED  
ASB FINANCE LIMITED  
ASB GROUP (LIFE) LIMITED  
ASB HOLDINGS LIMITED  
ASB NOMINEES LIMITED  
ASB SMART CARDS LIMITED  
ASPIRE SCHOOLS FINANCING (QLD) PTY LIMITED  
ASSET BACKED INVESTMENTS S.A.  
AURORA PLACE HOLDINGS PTY LIMITED  
AUSIEX NOMINEES PTY LIMITED  
AUSTRALIAN CLEARING SERVICES PTY LTD  
AVANTEOS INVESTMENTS LIMITED  
BANK OF HANGZHOU CO. LTD  
BARTS INVESTMENT COMPANY LIMITED  
BAYSWATER & BOND LIMITED (IN LIQUIDATION)  
BINGARA S.A.R.L. (IN PROCESS OF BEING WOUND UP)  
BOND INVESTMENTS NO 1 LIMITED  
BROADCASTING INFRASTRUCTURE PTY LIMITED  
BW FINANCIAL ADVICE LIMITED  
BWA CONVEYANCING PTY LTD  
BWA GROUP SERVICES PTY LTD  
BWA MANAGED INVESTMENTS LTD  
CAMMERAY OPORTUNISTIC INVESTMENT COMPANY PTY LIMITED  
CARDS NZ LIMITED  
CB-CLARI PTY LIMITED  
CB-CLFIA PTY LIMITED  
CB-CLMM PTY LIMITED  
CB-CLPSG PTY LIMITED  
CB-CLSA PTY LIMITED  
1 YORK STREET HOLDINGS PTY LTD  
155 MACQUARIE STREET PTY LTD  
158 FERNY AVENUE PTY LIMITED  
515 QUEEN STREET PTY LIMITED  
ACS HOLDINGS PTY LTD  
ADVICE ESSENTIALS PTY LIMITED  
AEGIS LIMITED  
AMTD CHINA (HOLDINGS) LIMITED  
AMTD FINANCIAL PLANNING LIMITED  
AMTD RISK MANAGEMENT LIMITED  
AQUASTEN PTY. LTD.  
ASB BANK LIMITED  
ASB CAPITAL NO.2 LIMITED  
ASB FUNDING LIMITED  
ASB GROUP INVESTMENTS LIMITED  
ASB MANAGEMENT SERVICES LIMITED  
ASB SECURITIES LIMITED  
ASKLEPIOS LIMITED  
ASPIRE SCHOOLS HOLDINGS (QLD) PTY LIMITED  
ASSET MANAGE INVESTMENTS LIMITED  
AUSIEX MANAGEMENT SERVICES PTY LTD  
AUSTRALIAN BANK LIMITED  
AUSTRALIAN INVESTMENT EXCHANGE LIMITED  
AVANTEOS PTY LTD  
BANK OF WESTERN AUSTRALIA LTD  
BAWA (NO.1) PTY LTD  
BERHARK PTY. LIMITED  
BOCOMMLIFE INSURANCE COMPANY LIMITED  
BOND INVESTMENTS UK LIMITED  
BURDEKIN INVESTMENTS LIMITED  
BW SECURITISATION MANAGEMENT PTY LTD  
BWA ESAP PTY LTD  
BWA INTELLECTUAL PROPERTY HOLDINGS LIMITED  
CABLE BEACH PTY LIMITED  
CAPITAL 121 PTY LIMITED  
CB-CLA LIMITED  
CB-CLAS PTY LIMITED  
CB-CLHA LIMITED  
CB-CLPF PTY LIMITED  
CB-CLRA PTY LIMITED  
CBA (DELAWARE) FINANCE INC.

CBA (EUROPE) FINANCE LTD  
CBA ASIA LIMITED  
CBA ASSET HOLDINGS (NZ) LIMITED  
CBA CAPITAL AUSTRALIA LIMITED  
CBA CAPITAL TRUST 1  
CBA CORPORATE SERVICES (NSW) PTY LIMITED

CBA EQUITIES LIMITED  
CBA FUNDING (NZ) LIMITED  
CBA INDEMNITY CO. PTY LIMITED  
CBA INVESTMENTS (NO 2) PTY LTD  
CBA INVESTMENTS LIMITED  
CBA MTE RAIL COMPANY PTY LIMITED  
CBA RAIL & TRAM COMPANY PTY LIMITED  
CBA REAL ESTATE INVESTMENTS (NZ) LIMITED  
CBA USD FUNDING LIMITED  
CBACS CBA CORPORATE SERVICES (VIC) PTY LIMITED

CBFC LIMITED  
CBS PROFESSIONAL SERVICES LIMITED  
CC HOLDINGS NO 2 PTY LTD

CC NO.2 PTY LTD

CENTRAL REAL ESTATE HOLDINGS CORP (DEREGISTERED JUNE 2007)

CFS HYBRID PROPERTY NO.2 PTY LIMITED

CFS NEWHAM LIMITED

CFSPAI MALTA CO LIMITED

CHARLOTTE STREET NO.1 PTY LIMITED

CHULLORA EQUITY INVESTMENT (NO 1) PTY LTD

CHULLORA EQUITY INVESTMENT (NO 3) PTY LIMITED

CIPL SA SCHOOLS PTY LTD

CM-SOMERTON PTY. LTD.

CMG ASIA PTY LTD

COLONIAL (UK) TRUSTEES LIMITED

COLONIAL FINANCE (AUSTRALIA) PTY LIMITED

COLONIAL FINANCIAL CORPORATION PTY LIMITED

COLONIAL FIRST STATE ASSET MANAGEMENT PTY LTD

COLONIAL FIRST STATE FUND SERVICES LTD

COLONIAL FIRST STATE INTERNATIONAL MANAGEMENT PTY LIMITED

COLONIAL FIRST STATEMENT INVESTMENTS (NZ) LIMITED

COLONIAL FIRST STATE LOAN NOTE ISSUER PTY LTD

COLONIAL FIRST STATE PRIVATE EQUITY LIMITED

COLONIAL FIRST STATE PROPERTY MANAGEMENT PTY LTD

COLONIAL HOLDING COMPANY LIMITED

COLONIAL MUTUAL PROPERTY GROUP PTY. LTD. (DEREGISTERED)

COLONIAL PTY LIMITED

COMMBANK EUROPE LIMITED

COMMBANK MANAGEMENT CONSULTING (ASIA) COMPANY LIMITED

COMMFUNDATION PTY LIMITED

COMMONWEALTH AUSTRALIA SECURITIES LLC Company

COMMONWEALTH BANK OF AUSTRALIA (UK) STAFF BENEFITS SCHEME TRUSTEE COMPANY LIMITED

COMMONWEALTH CAPITAL CORPORATION PTY LIMITED

CBA AIR PTY LTD

CBA ASSET FINANCE (NZ) LIMITED

CBA CAPITAL AUSTRALIA (NO 2) PTY LIMITED

CBA CAPITAL HOLDINGS INC.

CBA CAPITAL TRUST II

CBA DAIRY LEASING LIMITED (AMALGAMATED INTO CBAINVESTMENTS (NO.4)) LTD

CBA EUROPE LIMITED

CBA FUNDING HOLDINGS PTY LTD

CBA INTERNATIONAL FINANCE PTY. LIMITED

CBA INVESTMENTS (NO.4) LIMITED

CBA IT CO PTY LIMITED

CBA NZ HOLDING LIMITED

CBA REAL ESTATE FUNDING (NZ) LIMITED

CBA SPECIALISED FINANCING LIMITED

CBA USD INVESTMENTS PTY LIMITED

CBFC LEASING PTY. LIMITED

CBS INTEGRATED SOLUTIONS LIMITED

CC HOLDINGS NO.1 PTY LTD

CC NO.1 PTY LTD

CCC COMMERCIAL PTY LTD

CFS HYBRID PROPERTY NO 1 PTY LIMITED

CFS MANAGED PROPERTY LIMITED

CFSP ASSET MANAGEMENT PTY LTD

CFSPAI MALTA HOLDCO LIMITED

CHRISTMAS BREAK PTY LTD

CHULLORA EQUITY INVESTMENT (NO 2) PTY LIMITED

CIPL ARARAT PTY LTD

CISL (HAZELWOOD) PTY. LIMITED

CMG ASIA LIFE HOLDINGS LIMITED

COLLATERAL LEASING PTY LTD

COLONIAL AFS SERVICES PTY LIMITED

COLONIAL FINANCE LIMITED

COLONIAL FIRST STATE ASSET MANAGEMENT (AUSTRALIA) LIMITED

COLONIAL FIRST STATE CAPITAL MANAGEMENT PTY LTD

COLONIAL FIRST STATE GROUP LIMITED

COLONIAL FIRST STATE INVESTMENT MANAGERS (UK) LIMITED

COLONIAL FIRST STATEMENT INVESTMENTS LIMITED

COLONIAL FIRST STATEMENT MANAGEMENT PTY LIMITED

COLONIAL FIRST STATE PROPERTY LIMITED

COLONIAL FIRST STATE PROPERTY RETAIL PTY LIMITED

COLONIAL LGA HOLDINGS PTY LIMITED

COLONIAL MUTUAL SUPERANNUATION PTY LTD

COLONIAL SERVICES PTY LIMITED

COMMBANK MANAGEMENT

COMMCAPITAL S.A.R.L

COMMINTERNATIONAL LIMITED

COMONWEALTH BANK OF AUSTRALIA

COMMONWEALTH BANK OFFICERS SUPERANNUATION CORPORATION PTY LIMITED

COMMONWEALTH CAPITAL PTY LIMITED

COMMONWEALTH CUSTODIAL SERVICES LIMITED  
COMMONWEALTH FINANCIAL PLANNING LIMITED  
COMMONWEALTH FUNDS MANAGEMENT PTY LIMITED  
COMMONWEALTH INSURANCE LIMITED  
COMMONWEALTH INVESTMENTS PTY LIMITED  
COMMONWEALTH MANAGED INVESTMENTS LIMITED  
COMMONWEALTH PROPERTY PTY LIMITED  
COMMTRADING LIMITED  
COMMONWEALTH INTERNATIONAL HOLDINGS PTY LIMITED  
CONNECT II FINANCING PTY LIMITED  
CONSULTING (SHANGHAI) COMPANY LIMITED  
CORE EQUITY SERVICES NOMINEES PTY LIMITED  
CRYSTAL AVENUE PTY LIMITED  
CTB AUSTRALIA LIMITED  
DEE WHY OPPORTUNISTIC INVESTMENT COMPANY PTY LTD  
EMERALD HOLDING COMPANY PTY LIMITED  
EQUION HEALTH (BARTS) LIMITED (SOLD 22 DECEMBER 2009)  
FINANCIAL WISDOM LIMITED  
FIRST STATE CINDA FUND MANAGEMENT COMPANY  
FIRST STATE EUROPEAN DIVERSIFIED INFRASTRUCTURE S.+R.L.  
FIRST STATE GLOBAL UMBRELLA FUND PUBLIC LIMITED COMPANY  
FIRST STATE INVESTMENT FUND MANAGEMENT S.+R.L.  
FIRST STATE INVSTMENT MANAGERS (ASIA) LIMITED  
FIRST STATE INVESTMENTS (BERMUDA) LIMITED  
FIRST STATE INVESTMENTS (HONG KONG) LIMITED  
FIRST STATE INVESTMENTS (UK HOLDINGS) LIMITED  
FIRST STATE INVESTMENTS GIP MANAGEMENT S.+R.L.  
FIRST STATE INVESTMENTS GLOBAL ENERGY LONG SHORT  
MASTER FUND LIMITED  
FIRST STATE INVESTMENTS GLOBAL RESOURCES LONG SHORT  
MASTER FUND LIMITED  
FIRST STATE INVESTMENTS GOLD & PRECIOUS METALS LONG  
SHORT MASTER FUND LIMITED (LIQUIDATED)  
FIRST STATE INVESTMENTS ICVC  
FIRST STATE INVESTMENTS INTERNATIONAL LIMITED  
FIRST STATE MEDIA HOLDINGS PTY LTD  
FORTH HEALTH HOLDINGS LIMITED  
FRESHWATER COMMERCIAL NO.1 PTY LIMITED  
FRINGE 1 PTY LIMITED  
GROUP TREASURY SERVICES NZ LIMITED  
GT FUNDING NO.5 PTY LTD  
GT INVESTMENTS NO.3 PTY LIMITED  
GT OPERATING NO.1 PTY LIMITED  
GT OPERATING NO.4 PTY LIMITED  
HARBOARD BEACH PTY LTD  
HEMISPHERE LANE PTY LIMITED  
HIC FINANCE PTY LIMITED  
HOTEL GOLD COAST PTY LIMITED  
INFRAVEST (NO 1) PTY LIMITED  
INVESTOR SECURITIES PTY LTD  
IPERE HOLDING MALTA LIMITED

COMMONWEALTH DEVELOPMENT BANK OF AUSTRALIA LIMITED  
COMMONWEALTH FLEET LEASE PTY. LIMITED  
COMMONWEALTH INSURANCE HOLDINGS LIMITED  
COMMONWEALTH INVESTMENT SERVICES PTY LIMITED  
COMMONWEALTH LIFE PTY LIMITED  
COMMONWEALTH PRIVATE LIMITED  
COMMONWEALTH SECURITIES LIMITED  
COMMWEALTH GROUP PTY LIMITED  
COMSEC NOMINEES PTY LIMITED  
CONNECT II PTY LIMITED  
COPACABANA BEACH PTY LTD  
CPHF HOTELS PTY LIMITED  
CRYSTAL SWAPS PTY LIMITED  
CULLINAN FINANCE LIMITED  
ELIZABETH CITY CENTRE PTY. LTD.  
EQUIGROUP HOLDINGS PTY LIMITED  
EQUION HEALTH (NEWCASTLE) LIMITED (SOLD 16 NOVEMBER 2009)  
FIRST STATE (HONG KONG) LLC Company  
FIRST STATE DIVERSIFIED HEDGE FUND LIMITED (IN LIQUIDATION  
SINCE 01/12/2008)  
FIRST STATE FUNDS PUBLIC LIMITED COMPANY  
FIRST STATE HEDGE FUNDS SPC LIMITED (IN LIQUIDATION SINCE  
01/12/2008)  
FIRST STATEMENT INVESTMENT MANAGEMENT (UK) LIMITED  
FIRST STATE INVESTMENT SERVICES (UK) LIMITED  
FIRST STATE INVESTMENTS (CAYMAN) LIMITED  
FIRST STATE INVESTMENTS (SINGAPORE)  
FIRST STATE INVESTMENTS (UK) LIMITED  
FIRST STATE INVESTMENTS GLOBAL ENERGY LONG SHORT FUND  
LIMITED  
FIRST STATE INVESTMENTS GLOBAL RESOURCES LONG SHORT  
FUND LIMITED  
FIRST STATE INVESTMENTS GOLD & PRECIOUS METALS LONG  
SHORT FUND LIMITED (LIQUIDATED)  
FIRST STATE INVESTMENTS HOLDINGS (SINGAPORE) LIMITED  
FIRST STATE INVESTMENTS INTERNATIONAL INC  
FIRST STATE INVESTMENTS US HOLDINGS PTY LIMITED  
FIRST STATE NOMINEES (HONG KONG) LIMITED  
FORTH VALLEY INVESTMENT COMPANY LIMITED  
FRESHWATER HOLDING NO.1 PTY LIMITED  
GREENWOOD LENDING PTY LTD  
GT FUNDING NO.3 PTY LTD  
GT FUNDING NO.1 PTY LIMITED  
GT OPERATING NO.3 PTY LTD  
GT OPERATING NO.2 PTY LIMITED  
GT USD FUNDING PTY LIMITED  
HAZELWOOD INVESTMENT COMPANY PTY LIMITED  
HFV6 PTY. LIMITED  
HOMEPATH PTY LIMITED  
HOTEL HOLDINGS & SERVICES PTY LIMITED  
INVESTMENT CUSTODIAL SERVICES LIMITED  
INVESTORWEB.COM. PTY LIMITED  
IPERE INVESTING MALTA LIMITED

IWL ASSET MANAGEMENT PTY LTD  
IWL LIMITED  
JABALI NO.1 PTY LIMITED  
JACQUES MARTIN NEW ZEALAND LIMITED  
JDV LIMITED  
JDV SETTLEMENTS NOMINEES PTY LTD  
JOHN LAING HEALTH (PEMBURY) LIMITED  
KINGSTON LLP1 HOLDING SPTY LIMITED  
KIWI INCOME PROPERTIES LIMITED  
KIWI PROPERTY MANAGEMENT LIMITED  
KSW COMMERCIAL PTY LIMITED  
KURANDA INVESTMENTS LIMITED (NO LONGER PART OF ASB  
GROUP AS AT 31 MAY 2010)  
LG INC.  
LILY 1 PTY LIMITED  
LOFT NO 2 PTY LIMITED  
LONEX PTY LIMITED  
M M A L FLEET LEASE ARRANGER PTY LTD  
MILO FUNDING LIMITED (IN LIQUIDATION)  
MOONEE PONDS OPPORTUNISTIC INVESTMENT COMPANY PTY  
LIMITED  
MTE DEBT VEHICLE PTY LTD  
MTE LESSOR 2 PTY LTD  
MTE LESSOR 4 PTY LTD  
MTE NOMINEE PARTNER PTY LTD  
NETSHARE NOMINEES PTY LTD  
NEWPORT LIMITED  
OCTOBER NOMINEES PTY. LIMITED  
OPHCO NOMINEES NO 2 PTY LIMITED  
OPPORTUNISTIC HOLDING COMPANY PTY LIMITED  
OTOE INVESTMENTS PTY LIMITED  
PALM BEACH PTY LTD  
PAVILION & PARK LIMITED  
POINT COOK OPPORTUNISTIC INVESTMENT COMPANY PTY LIMITED  
PPS NOMINEES PTY LIMITED  
PREMIUM ALTERNATIVE INVESTMENTS PTY LIMITED  
PREMIUM PLANTATIONS PTY LIMITED  
PT BANK COMMONWEALTH  
PT FIRST STATE INVESTMENTS INDONESIA  
QILU BANK CO., LTD.  
RANEC PTY LIMITED  
RELIANCE ACHIEVER PTY LIMITED  
ROCK & RUBBLE (EXISTING) PTY LIMITED  
SAFE NO1 PTY LTD  
SAFE NO3 PTY LTD  
SBN NOMINEES PTY. LIMITED  
SCHERER LIMITED  
SEAHORSE INVESTMENTS UK LIMITED  
SECURITISATION MANAGEMENT SERVICES LIMITED  
SENATOR HOUSE INVESTMENTS (UK) LIMITED  
SHARE DIRECT NOMINEES PTY LIMITED  
SI HOLDINGS LIMITED

IWL BROKING SOLUTIONS LIMITED  
IWL MANAGEMENT SERVICES PTY LTD  
JACQUES MARTIN ADMINISTRATION AND CONSULTING PTY LTD  
JACQUES MARTIN PTY. LTD.  
JDV NOMINEE HOLDINGS PTY LTD  
JDV STOCK HOLDINGS NOMINEES PTY LTD  
KATOE INVESTMENTS PTY LIMITED  
KIWI HOME LOANS (NZ) LIMITED  
KIWI PROPERTY HOLDINGS LIMITED  
KSW COMMERCIAL HOLDINGS PTY LIMITED  
KSW PROJECT PTY LIMITED  
LEASEWAY TRANSPORTATION PTY LIMITED  
LIDCOMBE OPPORTUNISTIC INVESTMENT COMPANY PTY LIMITED  
LOFT NO 1 PTY LIMITED  
LOFT NO.3 PTY LIMITED  
LYRECH PTY LIMITED  
M-LAND PTY LTD  
MIS FUNDING NO.1 PTY LIMITED  
MORTGAGE HOLDING TRUST COMPANY LIMITED  
MTE LESSOR 1 PTY LTD  
MTE LESSOR 3 PTY LTD  
MTE LESSOR 5 PTY LTD  
NEMUS TECHNOLOGIES PTY LTD (DEREGISTERED 16 JUNE 2010)  
NEWCASTLE INVESTMENT COMPANY LIMITED  
NIMITZ NOMINEES PTY LIMITED  
OPHCO NOMINEES NO 1 PTY LIMITED  
OPPORTUNISTIC HOLDING COMPANY 2 PTY LIMITED  
ORE & OVERBURDEN PTY LIMITED  
PADANG PTY LTD  
PARKES S.A.R.L. (IN PROCESS OF BEING WOUND UP)  
PIF MANAGED PROPERTY PTY LIMITED  
PONTOON (FUNDING) PLC (IN LIQUIDATION)  
PREFERRED CAPITAL LIMITED  
PREMIUM CUSTODY SERVICES PTY LTD  
PREMIUM PLANTATIONS SERVICES PTY LTD  
PT COMMONWEALTH LIFE  
PULSE INTERNATIONAL PTY LTD  
QUAY (FUNDING) PLC  
REALINDEX INVESTMENTS PTY LIMITED  
ROCK & RUBBLE (DEBT VEHICLE) PTY LIMITED  
ROCK & RUBBLE (NEW) PTY LIMITED  
SAFE NO2 PTY LTD  
SANDALWOOD PTE LIMITED (INTEREST IN JV PARTNERSHIP Exempt  
WITH JONES LANG LA SALLE SOLD 28 JUNE 2009)  
SBSBS PTY LIMITED  
SCOTGEM LIMITED  
SECURITISATION ADVISORY SERVICES PTY. LIMITED  
SECURITY HOLDING INVESTMENT ENTITY LINKING DEALS LIMITED  
SENBARY PTY LIMITED  
SHARE INVESTMENTS PTY LIMITED  
SIF RAILWAY NO.1 PTY LIMITED

SIF RAILWAY NO.2 PTY LIMITED  
SOUTH AUSTRALIAN FLEET LEASE ARRANGER PTY LTD  
SOVEREIGN FINANCIAL SERVICES LIMITED  
SOVEREIGN SERVICES LIMITED  
SOVEREIGN SUPERANNUATION TRUSTEES LIMITED  
ST ANDREW'S AUSTRALIA PTY LTD  
ST ANDREW'S SUPERANNUATION SERVICES PTY LTD  
SURFERS PARADISE RESORT HOTEL PTY LIMITED  
SWAN SECURITISATION INVESTMENTS PTY LTD.  
T.W. CUSTODIANS LIMITED  
TANKSTREAM RAIL (BY -2) PTY LIMITED  
TANKSTREAM RAIL (BY -4) PTY LIMITED  
TANKSTREAM RAIL (SW -2) PTY LIMITED  
TANKSTREAM RAIL (SW -4) PTY LIMITED  
TESTCOY PTY LTD  
THE SCOTTISH ORIENTAL SMALLER COMPANIES TRUST PLC  
TOTAL KEEN INVESTMENTS LIMITED  
VH-VZF PTY LTD  
VH-VZH PTY LTD  
VOTRAINT NO.1351 PTY LIMITED  
WESTSIDE PROPERTIES LIMITED

SINATRA INVESTMENTS LIMITED  
SOVEREIGN ASSURANCE COMPANY LIMITED  
SOVEREIGN LIMITED  
SOVEREIGN SUPERANNUATION FUNDS LIMITED  
SPARAD (NO.24) PTY. LIMITED  
ST ANDREW'S FINANCIAL SERVICES PTY LTD  
STATE NOMINEES LTD  
SWAN SECURITISATION FINANCE PTY LIMITED  
SYLVIA PARK BUSINESS CENTRE LIMITED  
TANKSTREAM RAIL (BY -1) PTY LIMITED  
TANKSTREAM RAIL (BY -3) PTY LIMITED  
TANKSTREAM RAIL (SW -1) PTY LIMITED  
TANKSTREAM RAIL (SW -3) PTY LIMITED  
TANKSTREAM RAIL (VICTORIA) PTY LIMITED  
THE COLONIAL MUTUAL LIFE ASSURANCE SOCIETY LIMITED  
TORQUAY BEACH PTY LTD  
TUNBRIDGE WELLS INVESTMENT COMPANY LIMITED  
VH-VZG PTY LTD  
VICTORIAN FLEET LEASE ARRANGER PTY LTD  
WATERLOO & VICTORIA LIMITED (IN LIQUIDATION)  
WHITTAKER MACNAUGHT PTY. LTD.



## Annexure B

This is Annexure B of 2 pages referred to in Form 604, Notice of Change of Interests of Substantial Holder dated 1 December 2011



John Damien Hatton – Company Secretary

### Realindex Investments Limited

Date	Registered Company	Transaction type	Quantity	Consideration
09 Feb 2011	Citicorp Nominees Pty Limited	BUY	4678	6497
09 Feb 2011	Citicorp Nominees Pty Limited	BUY	8286	11515
28 Apr 2011	Citicorp Nominees Pty Limited	BUY	20555	29787
29 Apr 2011	Citicorp Nominees Pty Limited	BUY	4070	5858
02 May 2011	Citicorp Nominees Pty Limited	BUY	17140	23933
24 May 2011	Citicorp Nominees Pty Limited	BUY	12617	16538
15 Jun 2011	Citicorp Nominees Pty Limited	BUY	11708	14667
29 Jul 2011	Citicorp Nominees Pty Limited	BUY	15151	20010
18 Aug 2011	Citicorp Nominees Pty Limited	BUY	17085	21892
19 Aug 2011	Citicorp Nominees Pty Limited	BUY	2444	3082
22 Aug 2011	Citicorp Nominees Pty Limited	BUY	156	200
30 Aug 2011	Citicorp Nominees Pty Limited	BUY	3191	4127
<b>Total</b>			<b>117081</b>	<b>158106</b>
<b>Entity Total</b>			<b>117081</b>	<b>158106</b>

### Colonial First State Investments Limited (1)

Date	Registered Company	Transaction type	Quantity	Consideration
03 Feb 2011	Citicorp Nominees Pty Limited	SELL	-55168	-76487
04 Feb 2011	Citicorp Nominees Pty Limited	SELL	-79301	-109946
07 Feb 2011	Citicorp Nominees Pty Limited	SELL	-136821	-190212
08 Feb 2011	Citicorp Nominees Pty Limited	SELL	-14340	-19929
09 Feb 2011	Citicorp Nominees Pty Limited	SELL	-225212	-312243
09 Feb 2011	Citicorp Nominees Pty Limited	SELL	-8168	-11351
10 Feb 2011	Citicorp Nominees Pty Limited	SELL	-64099	-88869
11 Feb 2011	Citicorp Nominees Pty Limited	SELL	-129615	-179716
14 Feb 2011	Citicorp Nominees Pty Limited	SELL	-16568	-22971
15 Feb 2011	Citicorp Nominees Pty Limited	SELL	-3953	-5481
23 Feb 2011	Citicorp Nominees Pty Limited	BUY	1000000	1523116
09 Aug 2011	Citicorp Nominees Pty Limited	SELL	-163488	-184754
<b>Total</b>			<b>103267</b>	<b>321157</b>

Date	Registered Company	Transaction type	Quantity	Consideration
03 Feb 2011	Citigroup Global Market Limited	SELL	-797	-1107
04 Feb 2011	Citigroup Global Market Limited	SELL	-1146	-1591
07 Feb 2011	Citigroup Global Market Limited	SELL	-1977	-2753
08 Feb 2011	Citigroup Global Market Limited	SELL	-207	-288
09 Feb 2011	Citigroup Global Market Limited	SELL	-3255	-4520
09 Feb 2011	Citigroup Global Market Limited	SELL	-118	-164

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<b>Date</b>	<b>Registered Company</b>	<b>Transaction type</b>	<b>Quantity</b>	<b>Consideration</b>
10 Feb 2011	Citigroup Global Market Limited	SELL	-926	-1286
11 Feb 2011	Citigroup Global Market Limited	SELL	-1873	-2601
14 Feb 2011	Citigroup Global Market Limited	SELL	-239	-332
15 Feb 2011	Citigroup Global Market Limited	SELL	-57	-79
<b>Total</b>			<b>-10595</b>	<b>-14721</b>
<b>Entity Total</b>			<b>92672</b>	<b>306436</b>
<b>Grand Total</b>			<b>209753</b>	<b>464544</b>

## Annexure C

This is Annexure C of 1 page referred to in Form 604, Notice of Change of Interests of Substantial Holder dated 1 December 2011



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John Damien Hatton – Company Secretary

Count Investments Pty Ltd ACN 141 021 525

Finconnect (Australia) Pty Ltd ACN 122 896 477

Count Property Pty Ltd ACN 104 045 034

Count Funds Management Pty Ltd ACN 147 290 882

Count Finance Pty Ltd ACN 134 556 317

Count Legal Pty Ltd ACN 127 112 485

Equity Structured Products Pty Ltd ACN 126 045 109

Compound Investments Ltd ACN 150 736 637

**Annexure D**

This is Annexure D of 27 pages referred to in Form 604, Notice of Change of Interests of Substantial Holder dated 1 December 2011



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John Damien Hatton – Company Secretary

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# Scheme of arrangement

This scheme of arrangement is made under section 411 of the *Corporations Act 2001* (Cth)

Between the parties

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Count Financial Limited (ABN 19 001 974 625)  
of Gold Fields House, Level 19, 1 Alfred Street, Sydney NSW 2000  
(Count)

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Each person registered as a holder of fully paid ordinary shares in  
Count in the Share Register as at the Record Date  
(Scheme Shareholders)

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## 1 Definitions, interpretation and scheme components

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### 1.1 Definitions

Schedule 1 contains definitions used in this Scheme.

### 1.2 Interpretation

Schedule 1 contains interpretation rules for this Scheme.

### 1.3 Scheme components

This Scheme includes any schedule to it.

## 2 Preliminary matters

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- (a) Count is a public company limited by shares, registered in New South Wales, Australia, and has been admitted to the official list of the ASX. Count Shares are quoted for trading on the ASX.
- (b) As at 29 August 2011:
  - (1) 262,247,830 Count Shares were on issue and before the Record Date Count proposes to issue up to 2,909,866 Count Shares in respect of its loan funded share plan; and
  - (2) 35,187,104 Count Options were on issue.
- (c) Commonwealth Bank is a listed company limited by shares incorporated in the Australian Capital Territory, Australia. Capital 121 is a wholly-owned subsidiary of Commonwealth Bank, registered in New South Wales, Australia.

- (d) If this Scheme becomes Effective:
- (1) Commonwealth Bank will provide or procure the provision of the Scheme Consideration to Scheme Shareholders in accordance with this Scheme and the Deed Poll; and
  - (2) all the Scheme Shares, and all the rights and entitlements attaching to them as at the Implementation Date, will be transferred to Capital 121 and Count will enter the name of Capital 121 in the Share Register in respect of the Scheme Shares.
- (e) Count and Commonwealth Bank have agreed, by executing the Implementation Deed, to implement this Scheme.
- (f) This Scheme attributes actions to Commonwealth Bank and Capital 121 but does not itself impose an obligation on them to perform those actions. Commonwealth Bank and Capital 121 have agreed, by executing the Deed Poll, to perform the actions attributed to them under this Scheme, including providing or procuring the provision of the Scheme Consideration to the Scheme Shareholders.

### 3 Conditions

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#### 3.1 Conditions precedent

This Scheme is conditional on and will have no force or effect until, the satisfaction of each of the following conditions precedent:

- (a) all the conditions in clause 3.1 of the Implementation Deed (other than the condition in the Implementation Deed relating to Court approval of this Scheme) having been satisfied or waived by 8.00am on the Second Court Date;
- (b) neither the Implementation Deed nor the Deed Poll having been terminated in accordance with their terms before 8.00am on the Second Court Date;
- (c) approval of this Scheme by the Court under section 411(4)(b) of the Corporations Act, including with any alterations made or required by the Court under section 411(6) of the Corporations Act as are acceptable to Commonwealth Bank and Count; and
- (d) the orders of the Court made under section 411(4)(b) (and, if applicable, section 411(6)) of the Corporations Act approving the Scheme coming into effect, pursuant to section 411(10) of the Corporations Act.

#### 3.2 Certificate

- (a) Count and Commonwealth Bank will provide to the Court on the Second Court Date a certificate, or such other evidence as the Court requests, confirming (in respect of matters within their knowledge) whether or not all of the conditions precedent in clauses 3.1(a) and 3.1(b) have been satisfied or waived.
- (b) The certificate referred to in clause 3.2(a) constitutes conclusive evidence that such conditions precedent are satisfied, waived or taken to be waived.

### 4 Implementation of the Scheme

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#### 4.1 Lodgement of Court orders with ASIC

Count will inform ASX on the day on which the Court approves the Scheme that it will lodge with ASIC, in accordance with section 411(10) of the Corporations Act, an office

copy of the Court order approving the Scheme by 5.00pm on the first Business Day after the day on which the Court approves the Scheme (or such later date as ASX requires).

## 4.2 Transfer of Scheme Shares

On the Implementation Date:

- (a) subject to the provision of the Scheme Consideration in the manner contemplated by clause 5, the Scheme Shares, together with all rights and entitlements attaching to the Scheme Shares as at the Implementation Date, will be transferred to Capital 121, without the need for any further act by any Scheme Shareholder (other than acts performed by Count as attorney and agent for Scheme Shareholders under clause 8.5), by:
- (1) Count delivering to Capital 121 a duly completed Scheme Transfer, executed on behalf of the Scheme Shareholders by Count; and
  - (2) Capital 121 duly executing the Scheme Transfer, attending to the stamping of the Scheme Transfer (if required) and delivering it to Count for registration; and
- (b) immediately following receipt of the Scheme Transfer in accordance with clause 4.2(a)(2), Count must enter, or procure the entry of, the name of Capital 121 in the Share Register in respect of all the Scheme Shares transferred to Capital 121 in accordance with this Scheme.

## 5 Scheme Consideration

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### 5.1 Amount of Scheme Consideration

- (a) The Scheme Consideration in respect of each Scheme Share is either:
- (1) the Cash Consideration; or
  - (2) the Scrip Consideration.
- (b) Each Scheme Shareholder is entitled to receive either Cash Consideration or Scrip Consideration in respect of each Scheme Share held by that Scheme Shareholder.

### 5.2 Election

- (a) A Scheme Shareholder, other than an Ineligible Foreign Shareholder, may make an election (**Election**) to receive either Cash Consideration or Scrip Consideration for all of their Scheme Shares by completing the Election Form, such Election being subject to the terms of the Scheme including without limitation clauses 5.6, 5.7 and 5.8.
- (b) A valid Election may be made by a Scheme Shareholder if the Election Form is in writing and is received by the Count Registry before the Election Time at the address specified by Count in the Scheme Booklet and on the Election Form.
- (c) An Election made by a Scheme Shareholder pursuant to clause 5.2(a), whether valid or not, will be irrevocable unless Count in its absolute discretion agrees to the revocation of the Election.
- (d) If:
- (1) a valid Election is not made by a Scheme Shareholder prior to the Election Time;
  - (2) the Scheme Shareholder is an Ineligible Foreign Shareholder; or
  - (3) no Election is made prior to the Election Time,
- then that Scheme Shareholder will be deemed to have elected to receive Cash Consideration in respect of all of that Scheme Shareholder's Scheme Shares.

- (e) If a Scheme Shareholder validly elects to receive Scrip Consideration in respect of only some of its Scheme Shares, and makes no Election in respect of the remainder of its Scheme Shares, it will be deemed to have elected to receive Scrip Consideration in respect of all of its Scheme Shares not only those for which it has elected to receive Scrip Consideration.
- (f) If a Scheme Shareholder validly elects to receive Cash Consideration in respect of some of its Scheme Shares, and makes no Election in respect of the remainder of its Scheme Shares, it will be deemed to have elected to receive Cash Consideration in respect of all of its Scheme Shares not only those for which it has elected to receive Cash Consideration.
- (g) In the manner considered appropriate by Count and Commonwealth Bank (acting reasonably including after consultation with the Count Registry), a Scheme Shareholder who holds one or more parcels of Count Shares as trustee or nominee for, or otherwise on account of, another person, may make separate elections in relation to each of those parcels of Count Shares.
- (h) Subject to clauses 5.6, 5.7 and 5.8 if a Scheme Shareholder makes a valid Election to receive Scrip Consideration, it will receive:
- (1) Scrip Consideration in respect of the number of Scheme Shares held by it at the Record Date only if the total Scrip Consideration in respect of that Scheme Shareholder's Scheme Shares, determined in accordance with the terms of this Scheme, comprises a number of New Commonwealth Bank Shares that is a Marketable Parcel;
  - (2) Cash Consideration in respect of the number of Scheme Shares held by it at the Record Date, if the total Scrip Consideration in respect of that Scheme Shareholder's Scheme Shares, determined in accordance with the terms of this Scheme, would comprise a number of New Commonwealth Bank Shares that is not a Marketable Parcel.

### 5.3 Provision of Cash Consideration

- (a) Commonwealth Bank must, and Count must use its best endeavours to procure that Commonwealth Bank or Capital 121 shall, by no later than the Business Day before the Implementation Date, deposit in cleared funds an amount equal to the aggregate amount of the Cash Consideration payable to Scheme Shareholders, in an Australian dollar denominated trust account operated by Count as trustee for the Scheme Shareholders, (provided that any interest on the amounts deposited (less bank fees and other charges) will be credited to Commonwealth Bank's account).
- (b) On the Implementation Date, subject to funds having been deposited in accordance with clause 5.3(a) and in accordance with the Elections, Count must pay or procure the payment of the Cash Consideration from the trust account referred to in clause 5.3(a), to each Scheme Shareholder who:
- (1) does not make an Election;
  - (2) does not make a valid Election;
  - (3) makes or is deemed to make a valid Election to receive Cash Consideration in respect of all of that Scheme Shareholders' Scheme Shares (including Ineligible Foreign Shareholders in accordance with clause 5.2(d)(2)); or
  - (4) makes a valid Election to receive Scrip Consideration, but where the total Scrip Consideration in respect of that Scheme Shareholder's Scheme Shares, determined in accordance with the terms of this Scheme, would comprise a number of New Commonwealth Bank Shares that is not a Marketable Parcel,
- such amount of cash as is due to that Scheme Shareholder as Cash Consideration in respect of all that Scheme Shareholder's Scheme Shares.



- (c) The obligations of Count under clause 5.3(b) will be satisfied by Count (in its absolute discretion):
- (1) where a Scheme Shareholder has, before the Record Date, made a valid election in accordance with the requirements of the Count Registry to receive dividend payments from Count by electronic funds transfer to a bank account nominated by the Scheme Shareholder, paying, or procuring the payment of, the relevant amount in Australian currency by electronic means in accordance with that election; or
  - (2) otherwise, whether or not the Scheme Shareholder has made an election referred to in clause 5.3(c)(1), dispatching, or procuring the dispatch of, a cheque for the relevant amount in Australian currency to the Scheme Shareholder by prepaid post to their Registered Address (as at the Record Date), such cheque being drawn in the name of the Scheme Shareholder (or in the case of joint holders, in accordance with the procedures set out in clause 5.5).
- (d) To the extent that there is a surplus in the amount held by Count as trustee for the Scheme Shareholders in the trust account referred to in clause 5.3(a), that surplus may be paid by Count to Commonwealth Bank or Capital 121 following satisfaction of Count's obligations under this clause 5.3.

#### **5.4 Provision of Scrip Consideration**

Commonwealth Bank must, subject to clauses 5.5, 5.6, 5.7 and 5.8:

- (a) on or before the Implementation Date, issue the New Commonwealth Bank Shares to which each Scheme Shareholder who makes an Election, or is deemed to have made an Election, to receive Scrip Consideration in respect of that Scheme Shareholder's Scheme Shares, is entitled under this clause 5 (provided that the total Scrip Consideration in respect of that Scheme Shareholder's Scheme Shares, determined in accordance with the terms of this Scheme, comprises a number of New Commonwealth Bank Shares that is a Marketable Parcel) and procure that the name and address of each such Scheme Shareholder is entered in the Commonwealth Bank Share Register in respect of those New Commonwealth Bank Shares; and
- (b) procure that on or before the date that is two Business Days after the Implementation Date, a share certificate or holding statement (or equivalent document) is sent to the Registered Address of each Scheme Shareholder to whom New Commonwealth Bank Shares are issued in accordance with 5.4(a) representing the number of New Commonwealth Bank Shares issued to that Scheme Shareholder pursuant to this Scheme.

#### **5.5 Joint holders**

In the case of Scheme Shares held in joint names:

- (a) subject to clause 5.3(c), any Cash Consideration payable in respect of those Scheme Shares is payable to the joint holders and any cheque required to be sent under this Scheme will be made payable to the joint holders and sent to the holder whose name appears first in the Share Register as at the Record Date;
- (b) any New Commonwealth Bank Shares to be issued under this Scheme must be issued to and registered in the names of the joint holders; and
- (c) any other document required to be sent under this Scheme, will be forwarded to the holder whose name appears first in the Share Register as at the Record Date.

## 5.6 Ineligible Foreign Shareholders

Commonwealth Bank will be under no obligation to issue, and will not issue, any New Commonwealth Bank Shares under this Scheme to any Ineligible Foreign Shareholder and instead, the Ineligible Foreign Shareholder will be deemed to have elected to receive Cash Consideration in respect of all of that Scheme Shareholder's Scheme Shares pursuant to clause 5.2.

## 5.7 Breach of law

Where the issue of New Commonwealth Bank Shares to which a Scheme Shareholder would otherwise be entitled under this Scheme would result in a breach of law or of a provision of the constitution of Commonwealth Bank:

- (1) Commonwealth Bank will issue the maximum possible number of New Commonwealth Bank Shares to the Scheme Shareholder without giving rise to such a breach; and
- (2) the relevant Scheme Shareholder will be deemed to have elected to receive Cash Consideration in respect of the remaining Scheme Shares held by that Scheme Shareholder.

## 5.8 Fractional entitlements and splitting

(a) Where the calculation of the number of New Commonwealth Bank Shares to be issued to a particular Scheme Shareholder would result in the issue of a fraction of a New Commonwealth Bank Share, the fractional entitlement will be rounded up to the nearest whole number of New Commonwealth Bank Shares.

(b) If Commonwealth Bank is of the opinion, formed reasonably, that several Scheme Shareholders, each of which holds a holding of Count Shares which results in a fractional entitlement to New Commonwealth Bank Shares have, before the Record Date, been party to a shareholding splitting or division in an attempt to obtain an advantage by reference to the rounding provided for in the calculation of each Scheme Shareholder's entitlement to the Scheme Consideration, Commonwealth Bank may direct Count to give notice to those Scheme Shareholders:

- (1) setting out the names and Registered Addresses of all of them;
- (2) stating that opinion; and
- (3) attributing to one of them specifically identified in the notice the Count Shares held by all of them,

and, after the notice has been so given, the Scheme Shareholder specifically identified in the notice shall, for the purposes of the Scheme, be taken to hold all those Count Shares and each of the other Scheme Shareholders whose names are set out in the notice shall, for the purposes of the Scheme, be taken to hold no Count Shares.

## 5.9 Unclaimed monies

(a) Count may cancel a cheque issued under this clause 5 if the cheque:

- (1) is returned to Count; or
- (2) 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, Count must reissue a cheque that was previously cancelled under this clause.

## 5.10 Status of New Commonwealth Bank Shares

Subject to this Scheme becoming Effective, Commonwealth Bank must:

- (a) issue the New Commonwealth Bank Shares required to be issued by it under this Scheme on terms such that each such New Commonwealth Bank Share will rank equally in all respects with each existing fully paid ordinary share in Commonwealth Bank;
- (b) ensure that each such New Commonwealth Bank Share is duly and validly issued in accordance with all applicable laws and Commonwealth Bank's constitution, fully paid and free from any mortgage, charge, lien, encumbrance or other security interest (except for any lien arising under Commonwealth Bank's constitution); and
- (c) use all reasonable endeavours to ensure that such New Commonwealth Bank Shares are, from the Business Day following the date the Scheme becomes Effective (or such later date as ASX requires), quoted for trading on the ASX initially on a deferred settlement basis and thereafter on an ordinary settlement basis.

## 5.11 Orders of a court

If written notice is given to Count (or the Count Registry) of an order made by a court of competent jurisdiction that:

- (a) requires payment to a third party of a sum in respect of Scheme Shares held by a particular Scheme Shareholder, which would otherwise be payable to that Scheme Shareholder by Count in accordance with this clause 5, then Count shall be entitled to procure that payment is made in accordance with that order; or
- (b) prevents Count from making a payment to any particular Scheme Shareholder in accordance with clause 5.3(c), or such payment is otherwise prohibited by applicable law, Count shall be entitled to retain an amount, in Australian dollars, equal to the number of Scheme Shares held by that Scheme Shareholder multiplied by the Cash Consideration until such time as payment in accordance with this clause 5 is permitted by that order or otherwise by law.

## 6 Dealings in Count Shares

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### 6.1 Determination of Scheme Shareholders

To establish the identity of the Scheme Shareholders, dealings in Count Shares or other alterations to the Share Register will only be recognised if:

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

and Count will not accept for registration, nor recognise for any purpose (except a transfer to Commonwealth Bank pursuant to the Scheme and any subsequent transfer by Commonwealth Bank or its successors in title), any transfer or transmission application or other request received after such times, or received prior to such times but not in registrable or actionable form, as appropriate.

## 6.2 Register

- (a) Count must register registrable transmission applications or transfers of the Scheme Shares in accordance with clause 6.1(b) on or before the Record Date provided that, for the avoidance of doubt, nothing in this clause 6.2(a) requires Count to register a transfer that would result in a Count Shareholder holding a parcel of Count Shares that is less than a Marketable Parcel.
- (b) If the Scheme becomes Effective, a holder of Scheme Shares (and any person claiming through that holder) must not dispose of or purport or agree to dispose of, any Scheme Shares or any interest in them after the Record Date otherwise than pursuant to this Scheme, and any attempt to do so will have no effect and Count shall be entitled to disregard any such disposal.
- (c) For the purpose of determining entitlements to the Scheme Consideration, Count must maintain the Share Register in accordance with the provisions of this clause 6.2 until the Scheme Consideration has been paid to the Scheme Shareholders. The Share Register in this form will solely determine entitlements to the Scheme Consideration.
- (d) All statements of holding for Count Shares (other than statements of holding in favour of Capital 121) will cease to have effect after the Record Date as documents of title in respect of those shares and, as from that date, each entry current at that date on the Share Register (other than entries on the Share Register in respect of Capital 121) will cease to have effect except as evidence of entitlement to the Scheme Consideration in respect of the Count Shares relating to that entry.
- (e) As soon as possible on or after the Record Date, and in any event within one Business Day after the Record Date, Count will ensure that details of the names, Registered Addresses and holdings of Count Shares for each Scheme Shareholder as shown in the Share Register are available to Commonwealth Bank in the form Commonwealth Bank reasonably requires.

## 7 Quotation of Count Shares

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

## 8 General Scheme provisions

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### 8.1 Consent to amendments to the Scheme

If the Court proposes to approve the Scheme subject to any alterations or conditions:

- (a) Count may by its counsel consent on behalf of all persons concerned to those alterations or conditions to which Commonwealth Bank has consented; and
- (b) each Scheme Shareholder agrees to any such alterations or conditions which counsel for Count has consented to.

## 8.2 Scheme Shareholders' agreements and warranties

- (a) Each Scheme Shareholder:
- (1) agrees to the transfer of their Count Shares together with all rights and entitlements attaching to those Count Shares in accordance with the Scheme;
  - (2) agrees to the variation, cancellation or modification of the rights attached to their Count Shares constituted by or resulting from the Scheme;
  - (3) who makes an Election, or is deemed to have made an Election, to receive Scrip Consideration, agrees to become a shareholder in Commonwealth Bank and to be bound by the constitution of Commonwealth Bank; and
  - (4) acknowledges that the Scheme binds Count and all Scheme Shareholders (including those who do not attend the Scheme Meeting or those who do not vote, or vote against the Scheme, at the Scheme Meeting).
- (b) Each Scheme Shareholder is taken to have warranted to Count and Capital 121, and appointed and authorised Count as its attorney and agent to warrant to Capital 121, that all their Count Shares (including any rights and entitlements attaching to those shares) which are transferred under the Scheme will, at the date of transfer, be fully paid and free from all mortgages, charges, liens, encumbrances, pledges, security interests and interests of third parties of any kind, whether legal or otherwise, and restrictions on transfer of any kind, and that they have full power and capacity to transfer their Count Shares to Capital 121 together with any rights attaching to those shares. Count undertakes that it will provide such warranty to Capital 121 as agent and attorney of each Scheme Shareholder.

## 8.3 Title to and rights in Scheme Shares

- (a) To the extent permitted by law, the Scheme Shares transferred under the Scheme will be transferred free from all mortgages, charges, liens, encumbrances and interests of third parties of any kind, whether legal or otherwise.
- (b) Upon the Scheme Consideration being provided to the Scheme Shareholders, Capital 121 will be beneficially entitled to the Scheme Shares to be transferred to it under the Scheme pending registration by Count of Capital 121 in the Share Register as the holder of the Scheme Shares.

## 8.4 Appointment of sole proxy

Upon the Scheme Consideration being provided to the Scheme Shareholders, and until Count registers Capital 121 as the holder of all Scheme Shares in the Share Register, each Scheme Shareholder:

- (a) is deemed to have appointed Capital 121 as attorney and agent (and directed Capital 121 in each such capacity) to appoint any director, officer, secretary or agent nominated by Capital 121 as its sole proxy and, where applicable or appropriate, corporate representative to attend shareholders' meetings, exercise the votes attaching to the Scheme Shares registered in their name and sign any shareholders' resolution;
- (b) no Scheme Shareholder may itself attend or vote at any of those meetings or sign any resolutions, whether in person, by proxy or by corporate representative (other than pursuant to this clause 8.4(a));
- (c) must take all other actions in the capacity of a registered holder of Scheme Shares as Capital 121 reasonably directs; and
- (d) acknowledges and agrees that in exercising the powers referred to in clause 8.4(a), Capital 121 and any director, officer, secretary or agent nominated by Capital 121 under clause 8.4(a) may act in the best interests of Capital 121 as the intended registered holder of the Scheme Shares.

## 8.5 Authority given to Count

Each Scheme Shareholder, without the need for any further act:

- (a) on the Effective Date, irrevocably appoints Count and each of its directors, officers and secretaries (jointly and each of them severally) as its attorney and agent for the purpose of enforcing the Deed Poll against Commonwealth Bank and Capital 121, and Count undertakes in favour of each Scheme Shareholder that it will enforce the Deed Poll against Commonwealth Bank and Capital 121 on behalf of and as agent and attorney for Scheme Shareholders; and
- (b) on the Implementation Date, irrevocably appoints Count and each of its directors, officers and secretaries (jointly and each of them severally) as its attorney and agent for the purpose of executing any document or doing or taking any other act, necessary, desirable or expedient to give effect to this Scheme and the transactions contemplated by it, including (without limitation) executing the Scheme Transfer,

and Count accepts each such appointment. Count as attorney and agent of each Scheme Shareholder, may sub-delegate its functions, authorities or powers under this clause 8.5 to all or any of its directors, officers or employees (jointly, severally or jointly and severally).

## 8.6 Instructions and elections

If not prohibited by law (and including where permitted or facilitated by relief granted by a Government Agency), all instructions, notifications or elections by a Scheme Shareholder to Count binding or deemed binding between the Scheme Shareholder and Count relating to Count or Count Shares (including any email addresses, instructions relating to communications from Count, whether dividends are to be paid by cheque or into a specific bank account, notices of meetings or other communications from Count) will be deemed from the Implementation Date (except to the extent determined otherwise by Commonwealth Bank in its sole discretion), by reason of this Scheme, to be made by the Scheme Shareholder to Commonwealth Bank and to be a binding instruction, notification or election to, and accepted by, Commonwealth Bank in respect of any New Commonwealth Bank Shares issued to that Scheme Shareholder until that instruction, notification or election is revoked or amended in writing addressed to Commonwealth Bank at its registry.

## 8.7 Binding effect of Scheme

This Scheme binds Count and all of the Scheme Shareholders (including those who did not attend the meeting of Count Shareholders to vote on this Scheme, did not vote at that meeting, or voted against this Scheme at that meeting) and, to the extent of any inconsistency, overrides the constitution of Count.

## 9 General

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### 9.1 Stamp duty

Commonwealth Bank will pay all stamp duty in respect of the transfer of Count Shares to Capital 121.

### 9.2 Consent

Each of the Scheme Shareholders consents to Count doing all things necessary or incidental to the implementation of this Scheme.

### 9.3 Notices

- (a) If a notice, transfer, transmission application, direction or other communication referred to in this Scheme is sent by post to Count, 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 Count's registered office or at the office of the Count Registry.
- (b) The accidental omission to give notice of the Scheme Meeting or the non-receipt of such notice by a Count Shareholder will not, unless so ordered by the Court, invalidate the Scheme Meeting or the proceedings of the Scheme Meeting.

### 9.4 Governing law

- (a) The Scheme is governed by the laws in force in New South Wales, Australia.
- (b) The parties irrevocably submit to the non-exclusive jurisdiction of courts exercising jurisdiction in New South Wales and courts of appeal from them in respect of any proceedings arising out of or in connection with this Scheme. The parties irrevocably waive any objection to the venue of any legal process in these courts on the basis that the process has been brought in an inconvenient forum.

### 9.5 Further action

Count must do all things and execute all documents necessary to give full effect to this Scheme and the transactions contemplated by it.

### 9.6 No liability when acting in good faith

Neither Count nor Commonwealth Bank nor any director, officer or secretary of any of those companies will be liable for anything done or omitted to be done in the performance of this Scheme or the Deed Poll in good faith.

## Definitions and interpretation

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### 1 Definitions

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The meanings of the terms used in this Scheme are set out below.

<b>Term</b>	<b>Meaning</b>
<b>ASIC</b>	the Australian Securities and Investments Commission.
<b>Associate</b>	has the meaning set out in section 12 of the Corporations Act.
<b>ASX</b>	ASX Limited ABN 98 008 624 691 and, where the context requires, the financial market that it operates.
<b>Business Day</b>	a day in Sydney that is not a Saturday, Sunday or public holiday and on which banks and ASX are open for trading.
<b>Capital 121</b>	Capital 121 Pty Limited (ACN 003 148 187), a wholly owned subsidiary of Commonwealth Bank.
<b>Cash Consideration</b>	A\$1.40 cash for each Scheme Share held by a Scheme Shareholder to receive Cash Consideration in accordance with clauses 4.5 and 4.6 of the Implementation Deed and the terms of the Scheme.
<b>CHESS</b>	the Clearing House Electronic Subregister System operated by ASX Settlement Pty Ltd and ASX Clear Pty Limited.
<b>Commonwealth Bank</b>	Commonwealth Bank of Australia (ABN 48 123 123 124).
<b>Commonwealth Bank Group</b>	Commonwealth Bank and each of its subsidiaries and a reference to a 'Commonwealth Bank Group Member' or a 'member of the Commonwealth Bank Group' is to Commonwealth Bank or any of its subsidiaries.
<b>Commonwealth Bank Share Register</b>	the register of shareholders maintained by Commonwealth Bank or its agent.



Term	Meaning
<b>Corporations Act</b>	the <i>Corporations Act 2001</i> (Cth).
<b>Count</b>	Count Financial Limited (ABN 19 001 974 625).
<b>Count Option</b>	an option issued pursuant to the Count Option Plan to acquire one unissued Count Share.
<b>Count Option Plan</b>	the Count Employee Share Option Plan, dated 24 October 2000 and amended 25 September 2006, and Franchisee Incentive Option Plan, dated 24 October 2000 and amended 24 October 2007.
<b>Count Share</b>	a fully paid ordinary share in Count.
<b>Count Shareholder</b>	each person who is registered as the holder of a Count Share.
<b>Count Registry</b>	Computershare Investor Services Pty Limited (ACN 078 279 277).
<b>Court</b>	the Supreme Court of New South Wales or such other court of competent jurisdiction under the Corporations Act agreed to in writing by Commonwealth Bank and Count.
<b>Deed Poll</b>	the deed poll substantially in the form of Attachment 1 under which Commonwealth Bank and Capital 121 each covenants in favour of the Scheme Shareholders to perform their obligations under this Scheme.
<b>Effective</b>	when used in relation to the Scheme, the coming into effect, under 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.
<b>Effective Date</b>	the date on which this Scheme becomes Effective.
<b>Election</b>	has the meaning in clause 5.2.
<b>Election Form</b>	the election form provided with the Scheme Booklet sent to Count Shareholders under which each Count Shareholder is requested to elect to receive either the Scrip Consideration or the Cash Consideration in respect of all of their Count Shares.

Term	Meaning
<b>Election Time</b>	7.00pm on the Record Date, or such other time as Commonwealth Bank and Count agree in writing.
<b>End Date</b>	24 February 2012, or such other date as agreed in writing by the parties.
<b>Government Agency</b>	any government or governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity, or any minister of the Crown in right of the Commonwealth of Australia or any other federal, state, provincial, or local government.
<b>Implementation Date</b>	the fourth calendar day after the Record Date, or such other day as Count and Commonwealth Bank agree.
<b>Implementation Deed</b>	the scheme implementation deed dated 30 August 2011 between Count and Commonwealth Bank relating to the implementation of this Scheme.
<b>Ineligible Foreign Shareholder</b>	a Scheme Shareholder whose address shown in the Share Register is a place outside Australia and its external territories and New Zealand, unless Commonwealth Bank determines that it is lawful and not unduly onerous or impracticable to issue that Scheme Shareholder with New Commonwealth Bank Shares when the Scheme becomes Effective.
<b>Marketable Parcel</b>	a marketable parcel as defined by the Operating Rules.
<b>New Commonwealth Bank Share</b>	a fully paid ordinary share in Commonwealth Bank to be issued to Scheme Shareholders who validly elect to receive Scrip Consideration under this Scheme.
<b>Non-Proprietary Acquisition</b>	an acquisition by Commonwealth Bank or by a wholly owned subsidiary of it, made on behalf of, or for the benefit of, a Third Party, including on behalf of external investors, unitholders or beneficiaries of funds, managed investment schemes, superannuation funds, trusts, all other trades on behalf of clients and all dealings by life insurance and other insurance funds and companies.
<b>Operating Rules</b>	the official operating rules of ASX.
<b>Record Date</b>	7.00pm on the fifth Business Day after the Effective Date.
<b>Registered Address</b>	in relation to a Count Shareholder, the address shown in the Share Register as at the Record Date.

Term	Meaning
<b>Scheme</b>	this scheme of arrangement subject to any alterations or conditions made or required by the Court under section 411(6) of the Corporations Act and agreed to by Count and Commonwealth Bank.
<b>Scheme Booklet</b>	as defined in the Implementation Deed.
<b>Scheme Consideration</b>	the consideration to be provided by Commonwealth Bank to each Scheme Shareholder for the transfer to Capital 121 of each Scheme Share, as determined in accordance with clause 4.3 of the Implementation Deed.
<b>Scheme Meeting</b>	the meeting of Count Shareholders ordered by the Court to be convened under section 411(1) of the Corporations Act.
<b>Scheme Meeting Date</b>	the first day on which the Scheme Meeting is held (or any later date Count and Commonwealth Bank agree in writing).
<b>Scheme Shares</b>	all Count Shares held by the Scheme Shareholders as at the Record Date.
<b>Scheme Shareholder</b>	a holder of Count Shares recorded in the Share Register as at the Record Date.
<b>Scheme Transfer</b>	a duly completed and executed proper instrument of transfer in respect of the Scheme Shares for the purposes of section 1071B of the Corporations Act, in favour of Capital 121 as transferee, which may be a master transfer of all or part of the Scheme Shares.
<b>Scrip Consideration</b>	<p>such number of New Commonwealth Bank Shares for each Scheme Share held by a Scheme Shareholder electing to receive Scrip Consideration in accordance with clauses 4.5 and 4.6 of the Implementation Deed calculated as follows:</p> $N = \frac{A\$1.40}{W}$ <p>where:</p> <p>N = Number of New Commonwealth Bank Shares.</p> <p>W = The VWAP of Commonwealth Bank Shares on ASX in the 5 Business Day period ending on (and including) the last Business Day before the date of the Scheme Meeting.</p>
<b>Second Court Date</b>	the first day on which an application made to the Court for an order under section 411(4)(b) of the Corporations Act approving the Scheme is heard (or

Term	Meaning
	any later date Count and Commonwealth Bank agree in writing).
<b>Share Register</b>	the register of members of Count maintained in accordance with the Corporations Act.
<b>Subsidiary</b>	has the meaning given in Division 6 of Part 1.2 of the Corporations Act.
<b>Third Party</b>	a person other than Commonwealth Bank and its Associates.
<b>VWAP</b>	<p>the average of the daily volume weighted average price of Commonwealth Bank Shares traded on ASX during the relevant period or on the relevant days, but excluding:</p> <ol style="list-style-type: none"> <li>1 any "crossing" transacted outside the "Open Session State" or any "Special Crossing" transacted at any time, each as defined in the Operating Rules; and</li> <li>2 any overseas trades or trades pursuant to the exercise of options over Commonwealth Bank Shares,</li> </ol> <p>except that if Commonwealth Bank Shares have gone ex an entitlement to a distribution after the beginning of the relevant period and before New Commonwealth Bank Shares are issued for Scheme Shares, the prices used for this calculation will be reduced by the value of that distribution.</p>

## 2 Interpretation

In this Scheme:

- (a) headings and bold type are for convenience only and do not affect the interpretation of this Scheme;
- (b) the singular includes the plural and the plural includes the singular;
- (c) words of any gender include all genders;
- (d) other parts of speech and grammatical forms of a word or phrase defined in this Scheme have a corresponding meaning;
- (e) a reference to a person includes any company, partnership, joint venture, association, corporation or other body corporate and any Government Agency as well as an individual;
- (f) a reference to a clause, party, part, schedule, attachment or exhibit is a reference to a clause or part of, and a party, schedule, attachment or exhibit to, this Scheme;
- (g) a reference to any legislation includes all delegated legislation made under it and amendments, consolidations, replacements or re enactments of any of them;
- (h) a reference to a document (including this Scheme) includes all amendments or supplements to, or replacements or novations of, that document;

- (i) a reference to '\$', 'A\$' or 'dollar' is to Australian currency unless denominated otherwise;
- (j) a reference to any time is a reference to that time in Sydney;
- (k) a term defined in or for the purposes of the Corporations Act has the same meaning when used in this Scheme;
- (l) a reference to a party to a document includes that party's successors and permitted assignees;
- (m) no provision of this Scheme will be construed adversely to a party because that party was responsible for the preparation of this Scheme or that provision;
- (n) any agreement, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) binds them jointly and severally;
- (o) any agreement, representation, warranty or indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally; and
- (p) a reference to a body, other than a party to this Scheme (including an institute, association or authority), whether statutory or not:
  - (1) which ceases to exist; or
  - (2) whose powers or functions are transferred to another body,is a reference to the body which replaces it or which substantially succeeds to its powers or functions.

### 3 Interpretation of inclusive expressions

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Specifying anything in this Scheme after the words 'include' or 'for example' or similar expressions does not limit what else is included.

### 4 Business Day

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Where the day on or by which any thing is to be done is not a Business Day, that thing must be done on or by the next Business Day.

For personal use only

Deed Poll

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Attached

For personal use only

Deed poll

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Date ► 12 October 2011

This deed poll is made

by

**Commonwealth Bank of Australia** (ABN 48 123 123 124)  
of Ground Level, Tower 1, 201 Sussex Street, Sydney NSW 2000  
(Commonwealth Bank)  
and  
**Capital 121 Pty Limited** (ACN 003 148 187)  
a wholly owned subsidiary of Commonwealth Bank  
(Capital 121)

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in favour of

each person registered as a holder of fully paid ordinary shares in  
Count Financial Limited (ABN 19 001 974 625) (Count) in the Count  
Share Register as at the Record Date (other than the Excluded  
Shareholders) (each a Scheme Shareholder).

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Background

- 1 Count and Commonwealth Bank entered into the Implementation Deed.
  - 2 In the Implementation Deed, Commonwealth Bank agreed to enter into this deed poll and to procure that Capital 121 enter into this deed poll.
  - 3 Commonwealth Bank and Capital 121 are entering into this deed poll for the purpose of covenanting in favour of the Scheme Shareholders to perform their obligations under the Implementation Deed and the Scheme.
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This deed poll provides as follows:

## 1 Definitions and interpretation

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### 1.1 Definitions

- (a) The meanings of the terms used in this deed poll are set out below.

Term	Meaning
<b>First Court Date</b>	the first day on which an application made to the Court for an order under section 411(4)(a) of the Corporations Act convening the Scheme Meeting is heard.
<b>Implementation Deed</b>	the scheme implementation deed entered into between Count and Commonwealth Bank dated 30 August 2011.
<b>Scheme</b>	the proposed scheme of arrangement under Part 5.1 of the Corporations Act between Count and the Scheme Shareholders as contemplated by the Implementation Deed.

- (b) Unless the context otherwise requires, terms defined in the Scheme have the same meaning when used in this deed poll.

### 1.2 Interpretation

Section 2 of Schedule 1 of the Scheme applies to the interpretation of this deed poll, except that references to "Scheme" are to be read as references to "deed poll".

### 1.3 Nature of deed poll

Commonwealth Bank and Capital 121 acknowledge that:

- (a) this deed poll may be relied on and enforced by any Scheme Shareholder in accordance with its terms even though the Scheme Shareholders are not party to it; and
- (b) under the Scheme, each Scheme Shareholder irrevocably appoints Count and each of its directors and officers (jointly and severally) as its agent and attorney to enforce this deed poll against Commonwealth Bank and Capital 121.

## 2 Conditions to obligations

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### 2.1 Conditions

The obligations of Commonwealth Bank and Capital 121 under this deed poll are subject to the Scheme becoming Effective.



## 2.2 Termination

The obligations of Commonwealth Bank and Capital 121 under this deed poll to the Scheme Shareholders will automatically terminate and the terms of this deed poll will be of no force or effect if:

- (a) the Implementation Deed is terminated in accordance with its terms prior to the Scheme becoming Effective; or
- (b) the Scheme is not Effective by the End Date.

## 2.3 Consequences of termination

If this deed poll is terminated under clause 2.2, in addition and without prejudice to any other rights, powers or remedies available to it:

- (a) Commonwealth Bank and Capital 121 are released from their obligations to further perform this deed poll; and
- (b) each Scheme Shareholder retains the rights they have against Commonwealth Bank and Capital 121 in respect of any breach of this deed poll which occurred before it was terminated.

## 3 Scheme obligations

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### 3.1 Undertaking to pay or issue Scheme Consideration

Subject to clause 2, each of Commonwealth Bank and Capital 121 undertakes in favour of each Scheme Shareholder:

- (a) who is to receive Cash Consideration in respect of their Scheme Shares in accordance with the terms of the Scheme, to deposit (in cleared funds) by no later than the Business Day before the Implementation Date, an amount equal to the aggregate amount of the Cash Consideration payable to such Scheme Shareholders under the Scheme into an Australian dollar denominated trust account operated by Count as trustee for the Scheme Shareholders, except that any interest on the amounts deposited (less bank fees and other charges) will be credited to Commonwealth Bank's account;
- (b) who is to receive Scrip Consideration in respect of their Scheme Shares in accordance with the terms of the Scheme, to provide or procure the provision of the Scrip Consideration to each such Scheme Shareholder in accordance with the terms of the Scheme; and
- (c) to undertake all other actions attributed to it under the Scheme, subject to and in accordance with the provisions of the Scheme.

### 3.2 Shares to rank equally

Commonwealth Bank covenants in favour of each Scheme Shareholder that the New Commonwealth Bank Shares which are issued to each Scheme Shareholder in accordance with the Scheme will:

- (a) rank equally with all existing Commonwealth Bank Shares; and
- (b) be issued fully paid and free from any mortgage, charge, lien, encumbrance or other security interest.

#### 4 Warranties

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Commonwealth Bank and Capital 121 represent and warrant that:

- (a) each is a corporation validly existing under the laws of its place of registration;
- (b) each has the corporate power to enter into and perform its obligations under this deed poll and to carry out the transactions contemplated by this deed poll;
- (c) each has taken all necessary corporate action to authorise its entry into this deed poll and has taken or will take all necessary corporate action to authorise the performance of this deed poll and to carry out the transactions contemplated by this deed poll; and
- (d) this deed poll is valid and binding on it and enforceable against it in accordance with its terms;
- (e) this deed poll does not conflict with, or result in the breach of or a default under, any provision of the constitution of Commonwealth Bank or Capital 121, or any writ, order or injunction, judgment, law, rule or regulation to which it is a party or subject or by which either is bound.

#### 5 Continuing obligations

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This deed poll is irrevocable and, subject to clause 2, remains in full force and effect until:

- (a) Commonwealth Bank and Capital 121 have fully performed their respective obligations under this deed poll; or
- (b) the earlier termination of this deed poll under clause 2.

#### 6 Notices

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##### 6.1 Form of Notice

A notice or other communication in respect of this deed poll (**Notice**) must be:

- (a) in writing and in English and signed by or on behalf of the sending party; and
- (b) addressed to Commonwealth Bank and Capital 121 in accordance with the details set out below (or any alternative details nominated by Commonwealth Bank and Capital 121 by Notice).

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<b>Attention</b>	David Lane General Manager, Strategic Development, Wealth Management
<b>Address</b>	Commonwealth Bank Level 29, 52 Martin Place Sydney NSW 2000
<b>Fax no</b>	+61 2 9303 6397
<b>Copy to</b>	Tony Damian, Partner Freehills, Level 32, MLC Centre, Martin Place Sydney NSW 2000 +61 2 9322 4000

**6.2 How Notice must be given and when Notice is received**

- (a) A Notice must be given by one of the methods set out in the table below.
- (b) A Notice is regarded as given and received at the time set out in the table below.

However, if this means the Notice would be regarded as given and received outside the period between 9.00am and 5.00pm (addressee's time) on a Business Day (**business hours period**), then the Notice will instead be regarded as given and received at the start of the following business hours period.

<b>Method of giving Notice</b>	<b>When Notice is regarded as given and received</b>
By hand to the nominated address	When delivered to the nominated address.
By pre-paid post to the nominated address	At 9.00am (addressee's time) on the second Business Day after the date of posting.
By fax to the nominated fax number	At the time indicated by the sending party's transmission equipment as the time that the fax was sent in its entirety.  However, if the recipient party informs the sending party within 4 hours after that time that the fax transmission was illegible or incomplete, then the Notice will not be regarded as given or received. When calculating this 4 hour period, only time within a business hours period is to be included.

For personal use only

**6.3 Notice must not be given by email or other electronic communication**

A Notice must not be given by email or other electronic means of communication (other than fax as permitted in clause 6.2).

**7 General**

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**7.1 Stamp duty**

Commonwealth Bank and Capital 121 will pay all stamp duty payable in connection with the transfer of Count Shares to Capital 121.

**7.2 Governing law and jurisdiction**

- (a) This deed poll is governed by the law in force in New South Wales, Australia.
- (b) Commonwealth Bank and Capital 121 irrevocably submit to the non-exclusive jurisdiction of courts exercising jurisdiction in New South Wales and courts of appeal from them in respect of any proceedings arising out of or in connection with this deed poll. Commonwealth Bank and Capital 121 irrevocably waive any objection to the venue of any legal process in these courts on the basis that the process has been brought in an inconvenient forum.

**7.3 Waiver**

- (a) Commonwealth Bank and Capital 121 may not rely on the words or conduct of any Scheme Shareholder as a waiver of any right unless the waiver is in writing and signed by the Scheme Shareholder granting the waiver.
- (b) No Scheme Shareholder may rely on words or conduct of Commonwealth Bank or Capital 121 as a waiver of any right unless the waiver is in writing and signed by Commonwealth Bank or Capital 121, as appropriate.
- (c) The meanings of the terms used in this clause 7.3 are set out below:

Term	Meaning
Conduct	includes delay in the exercise of a right.
Right	any right arising under or in connection with this deed and includes the right to rely on this clause.
Waiver	includes an election between rights and remedies, and conduct which might otherwise give rise to an estoppel.

**7.4 Variation**

A provision of this deed poll may not be varied unless:

- (a) if before the First Court Date, the variation is agreed to by Court; or
- (b) if on or after the First Court Date the variation is agreed to by Court and the Court indicates that the variation would not of itself preclude approval of the Scheme, in which event Commonwealth Bank and Capital 121 will enter into a further deed poll in favour of the Scheme Shareholders giving effect to the variation.

**7.5 Cumulative rights**

The rights, powers and remedies of Commonwealth Bank and Capital 121 and the Scheme Shareholders under this deed poll are cumulative and do not exclude any other rights, powers or remedies provided by law independently of this deed poll.

**7.6 Assignment**

- (a) The rights created by this deed poll are personal to Commonwealth Bank and Capital 121 and each Scheme Shareholder and must not be dealt with at law or in equity without the prior written consent of Commonwealth Bank.
- (b) Any purported dealing in contravention of clause 7.6(a) is invalid.

**7.7 Joint and several obligations**

Commonwealth Bank and Capital 121 are jointly and severally liable for each obligation imposed on both of them by the terms of this deed poll.

**7.8 Further action**

Commonwealth Bank and Capital 121 must, at their own expense, do all things and execute all documents necessary to give full effect to this deed poll and the transactions contemplated by it.


For personal use only

For personal use only

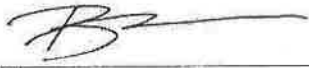
Executed as a deed poll

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Signed, sealed and delivered for  
**Commonwealth Bank of Australia**  
By its attorney


sign here ▶   
Attorney  
print name MARK FULLER

in the presence of


sign here ▶   
Witness  
print name BENJAMIN JONES

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Signed, sealed and delivered for  
**Capital 121 Pty Limited**  
By its attorney

sign here ▶   
Attorney  
print name MARK FULLER

in the presence of

sign here ▶   
Witness  
print name BENJAMIN JONES