

Form 603

Corporations Act 2001
Section 671B

Notice of initial substantial holder

To Company Name/Scheme Count Financial Limited

ACN/ARSN 001 974 625

1. Details of substantial holder (1)

Name Commonwealth Bank of Australia and its subsidiaries listed in Annexure A, and Capital 121 Pty Ltd

ACN/ARSN (if applicable) 123 123 124

The holder became a substantial holder on 30/8/2011

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)
Fully paid ordinary shares	52,187,318	52,187,318	19.9% (based on 262,247,830 ordinary shares on issue)

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
Commonwealth Bank of Australia and its subsidiaries listed in Annexure A	Relevant interest under subsection 608(3) of the Corporations Act 2001 (Cth), being a relevant interest arising as a result of their controlled entities listed in Annexure A, holding the relevant shares.	52,187,318 Fully paid ordinary shares
Capital 121 Pty Limited	Relevant interest pursuant to section 608(1)(c) of the Corporations Act 2001, being a right to control the exercise of a power to dispose of the securities. Capital 121 Pty Limited (ACN 003 148 187) (a subsidiary of Commonwealth Bank of Australia Limited) has a call option over 46,532,558 ordinary shares, being the number of shares equivalent to a 19.9% interest in the total number of ordinary shares in Count Financial Limited, less the number of Shares held by Capital 121 Pty Limited (or its related bodies corporate) with that number being 5,654,760 Shares.	46,532,558 Fully paid ordinary shares
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.	104,150 Fully paid ordinary shares
Colonial First State Investment Limited	Power to exercise voting rights pursuant to position held as the responsible entity of a managed investment scheme. 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	2,497,729 Fully paid ordinary shares

	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.	
Commonwealth Bank Officers Superannuation Corporation Pty Limited ATF Officers' Superannuation Fund	Power to exercise voting rights pursuant to position held as superannuation trustee.	2,040,629 Fully paid ordinary shares
Realindex 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.	1,012,252 Fully paid 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 of securities
Capital 121 Pty Limited	Mr Barry Lambert	Mr Barry Lambert	46,532,558 Fully paid ordinary shares
Avanteos Investments Limited	Avanteos Investments Limited		104,150 Fully paid ordinary shares
Colonial First State Investment Limited (1)	Citicorp Nominees Pty Limited		2,497,729 Fully paid ordinary shares
Commonwealth Bank Officers Superannuation Corporation Pty Limited ATF Officers' Superannuation Fund	Citicorp Nominees Pty Limited		2,040,629 Fully paid ordinary shares
Realindex Investments Limited	Citicorp Nominees Pty Limited		1,012,252 Fully paid 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	
Capital 121 Pty Limited	30/8/2011	Pursuant to the agreement attached as Annexure C.	N/A	46,532,558 Fully paid ordinary shares
Realindex Investments Limited	Refer to Annexure B	Refer to Annexure B	N/A	633,485 Fully paid ordinary shares
Avanteos Investments Limited	Refer to Annexure B	Refer to Annexure B	N/A	104,150 Fully paid 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
Capital 121 Pty Limited	Is a related body corporate of the Commonwealth Bank of Australia
Avanteos Investments Limited	Is a related body corporate of the Commonwealth Bank of Australia
Colonial First State Investment Limited (1)	Is a related body corporate of the Commonwealth Bank of Australia
Commonwealth Bank Officers Superannuation Corporation Pty Limited ATF Officers' Superannuation Fund	Is a related body corporate of the Commonwealth Bank of Australia
Realindex Investments Limited	Is a related body corporate of the Commonwealth Bank of Australia

7. Addresses

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

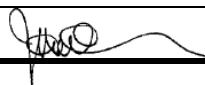
Name	Address
Commonwealth Bank of Australia	Ground Floor Tower 1, 201 Sussex Street, Sydney, NSW 2000 Australia
Capital 121 Pty Limited	Ground Floor Tower 1, 201 Sussex Street, Sydney, NSW 2000 Australia
Avanteos Investments Limited	Ground Floor Tower 1, 201 Sussex Street, Sydney, NSW 2000 Australia
Colonial First State Investment Limited (1)	Ground Floor Tower 1, 201 Sussex Street, Sydney, NSW 2000 Australia
Commonwealth Bank Officers Superannuation Corporation Pty Limited ATF Officers' Superannuation Fund	Ground Floor Tower 1, 201 Sussex Street, Sydney, NSW 2000 Australia
Realindex Investments Limited	Ground Floor Tower 1, 201 Sussex Street, Sydney, NSW 2000 Australia

Signature

print name John Damien Hatton

Company Secretary

sign here



date 1 September 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 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, money and other, that any person from whom a relevant interest was acquired has, or may, become entitled to receive in relation to that acquisition. Details must be included even if the benefit is conditional on the happening or not of a contingency. Details must be included of any benefit paid on behalf of the substantial holder or its associate in relation to the acquisitions, even if they are not paid directly to the person from whom the relevant interest was acquired.

Annexure A

This is annexure A of 9 pages referred to in Form 603, Notice of initial substantial holder dated 1 September 2011.



John Damien Hatton – Company Secretary

"COMMFINANCE CO., LTD."	1 YORK STREET HOLDINGS PTY LTD
155 MACQUARIE STREET HOLDINGS PTY LTD	155 MACQUARIE STREET PTY LTD
158 FERNY AVENUE HOLDINGS II PTY LIMITED	158 FERNY AVENUE PTY LIMITED
30 PITT STREET PTY LIMITED	515 QUEEN STREET PTY LIMITED
ACADIAN ASSET MANAGEMENT(AUSTRALIA) LIMITED	ACS HOLDINGS PTY LTD
ACS SECURITIES PTY LTD	ADVICE ESSENTIALS PTY LIMITED
AEGIS CORRECTIONAL PARTNERSHIP PTY LTD	AEGIS LIMITED
ALTONA V6 PTY LIMITED	AMTD CHINA (HOLDINGS) LIMITED
AMTD DIRECT LIMITED	AMTD FINANCIAL PLANNING LIMITED
AMTD GROUP COMPANY LIMITED	AMTD RISK MANAGEMENT LIMITED
AMTD STRATEGIC CAPITAL LIMITED	AQUASTEN PTY. LTD.
ARGMA PTY LIMITED	ASB BANK LIMITED
ASB CAPITAL LIMITED	ASB CAPITAL NO.2 LIMITED
ASB FINANCE LIMITED	ASB FUNDING LIMITED
ASB GROUP (LIFE) LIMITED	ASB GROUP INVESTMENTS LIMITED
ASB HOLDINGS LIMITED	ASB MANAGEMENT SERVICES LIMITED
ASB NOMINEES LIMITED	ASB SECURITIES LIMITED
ASB SMART CARDS LIMITED	ASKLEPIOS LIMITED
ASPIRE SCHOOLS FINANCING(QLD) PTY LIMITED	ASPIRE SCHOOLS HOLDINGS (QLD) PTY LIMITED
ASSET BACKED INVESTMENTS S.A.	ASSET MANAGE INVESTMENTS LIMITED
AURORA PLACE HOLDINGS PTY LIMITED	AUSIEX MANAGEMENT SERVICES PTY LTD
AUSIEX NOMINEES PTY LIMITED	AUSTRALIAN BANK LIMITED

AUSTRALIAN CLEARING SERVICES PTY LTD	AUSTRALIAN INVESTMENT EXCHANGE LIMITED
AVANTEOS INVESTMENTS LIMITED	AVANTEOS PTY LTD
BANK OF HANGZHOU CO. LTD	BANK OF WESTERN AUSTRALIA LTD
BARTS INVESTMENT COMPANY LIMITED	BAWA (NO.1) PTY LTD
BAYSWATER & BOND LIMITED (INLIQUIDATION)	BERHARK PTY. LIMITED
BINGARA S.A.R.L. (IN PROCESS OF BEING WOUND UP)	BOCOMMLIFE INSURANCE COMPANY LIMITED
BOND INVESTMENTS NO 1 LIMITED	BOND INVESTMENTS UK LIMITED
BROADCASTING INFRASTRUCTURE PTY LIMITED	BURDEKIN INVESTMENTS LIMITED
BW FINANCIAL ADVICE LIMITED	BW SECURITISATION MANAGEMENT PTY LTD
BWA CONVEYANCING PTY LTD	BWA ESAP PTY LTD
BWA GROUP SERVICES PTY LTD	BWA INTELLECTUAL PROPERTY HOLDINGS LIMITED
BWA MANAGED INVESTMENTS LTD	CABLE BEACH PTY LIMITED
CAMMERAY OPPORTUNISTIC INVESTMENT COMPANY PTY LIMITED	CAPITAL 121 PTY LIMITED
CARDS NZ LIMITED	CB-CLA LIMITED
CB-CLARI PTY LIMITED	CB-CLAS PTY LIMITED
CB-CLFIA PTY LIMITED	CB-CLHA LIMITED
CB-CLMM PTY LIMITED	CB-CLPF PTY LIMITED
CB-CLPSG PTY LIMITED	CB-CLRA PTY LIMITED
CB-CLSA PTY LIMITED	CBA (DELAWARE) FINANCE INC.
CBA (EUROPE) FINANCE LTD	CBA AIR PTY LTD
CBA ASIA LIMITED	CBA ASSET FINANCE (NZ) LIMITED
CBA ASSET HOLDINGS (NZ) LIMITED	CBA CAPITAL AUSTRALIA (NO 2) PTY LIMITED
CBA CAPITAL AUSTRALIA LIMITED	CBA CAPITAL HOLDINGS INC.
CBA CAPITAL TRUST I	CBA CAPITAL TRUST II
CBA CORPORATE SERVICES (NSW) PTY LIMITED	CBA DAIRY LEASING LIMITED (AMALGAMATED INTO CBAINVESTMENTS (NO.4) LTD

CBA EQUITIES LIMITED	CBA EUROPE LIMITED
CBA FUNDING (NZ) LIMITED	CBA FUNDING HOLDINGS PTY LTD
CBA INDEMNITY CO. PTY LIMITED	CBA INTERNATIONAL FINANCE PTY. LIMITED
CBA INVESTMENTS (NO 2) PTY LTD	CBA INVESTMENTS (NO.4) LIMITED
CBA INVESTMENTS LIMITED	CBA IT CO PTY LIMITED
CBA MTE RAIL COMPANY PTY LIMITED	CBA NZ HOLDING LIMITED
CBA RAIL & TRAM COMPANY PTY LIMITED	CBA REAL ESTATE FUNDING (NZ)LIMITED
CBA REAL ESTATE INVESTMENTS (NZ) LIMITED	CBA SPECIALISED FINANCING LIMITED
CBA USD FUNDING LIMITED	CBA USD INVESTMENTS PTY LIMITED
CBACS CBA CORPORATE SERVICES (VIC) PTY LIMITED	CBFC LEASING PTY. LIMITED
CBFC LIMITED	CBS INTEGRATED SOLUTIONS LIMITED
CBS PROFESSIONAL SERVICES LIMITED	CC HOLDINGS NO. 1 PTY LTD
CC HOLDINGS NO. 2 PTY LTD	CC NO. 1 PTY LTD
CC NO. 2 PTY LTD	CCC COMMERCIAL PTY LTD
CENTRAL REAL ESTATE HOLDINGS CORP (DEREGISTERED JUNE 2007)	CFS HYBRID PROPERTY NO 1 PTY LIMITED
CFS HYBRID PROPERTY NO 2 PTY LIMITED	CFS MANAGED PROPERTY LIMITED
CFS NEWHAM LIMITED	CFSP ASSET MANAGEMENT PTY LTD
CFSPAI MALTA CO LIMITED	CFSPAI MALTA HOLDCO LIMITED
CHARLOTTE STREET NO. 1 PTY LIMITED	CHRISTMAS BREAK PTY LTD
CHULLORA EQUITY INVESTMENT (NO 1) PTY LIMITED	CHULLORA EQUITY INVESTMENT (NO 2) PTY LIMITED
CHULLORA EQUITY INVESTMENT (NO 3) PTY LIMITED	CIPL ARARAT PTY LTD
CIPL SA SCHOOLS PTY LTD	CISL (HAZELWOOD) PTY. LIMITED
CM-SOMERTON PTY. LTD.	CMG ASIA LIFE HOLDINGS LIMITED
CMG ASIA PTY LTD	COLLATERAL LEASING PTY LTD
COLONIAL (UK) TRUSTEES LIMITED	COLONIAL AFS SERVICES PTY LIMITED

COLONIAL FINANCE (AUSTRALIA) PTY LIMITED	COLONIAL FINANCE LIMITED
COLONIAL FINANCIAL CORPORATION PTY LIMITED	COLONIAL FIRST STATE ASSET MANAGEMENT (AUSTRALIA) LIMITED
COLONIAL FIRST STATE ASSET MANAGEMENT PTY LTD	COLONIAL FIRST STATE CAPITAL MANAGEMENT PTY LTD
COLONIAL FIRST STATE FUND SERVICES LTD	COLONIAL FIRST STATE GROUP LIMITED
COLONIAL FIRST STATE INTERNATIONAL MANAGEMENT PTY LIMITED	COLONIAL FIRST STATE INVESTMENT MANAGERS (UK) LIMITED
COLONIAL FIRST STATE INVESTMENTS (NZ) LIMITED	COLONIAL FIRST STATE INVESTMENTS LIMITED
COLONIAL FIRST STATE LOAN NOTE ISSUER PTY LTD	COLONIAL FIRST STATE MANAGEMENT PTY LIMITED
COLONIAL FIRST STATE PRIVATE EQUITY LIMITED	COLONIAL FIRST STATE PROPERTY LIMITED
COLONIAL FIRST STATE PROPERTY MANAGEMENT PTY LTD	COLONIAL FIRST STATE PROPERTY RETAIL PTY LIMITED
COLONIAL HOLDING COMPANY LIMITED	COLONIAL LGA HOLDINGS PTY LIMITED
COLONIAL MUTUAL PROPERTY GROUP PTY. LTD. (DEREGISTERED)	COLONIAL MUTUAL SUPERANNUATION PTY. LTD.
COLONIAL PTY LIMITED	COLONIAL SERVICES PTY LIMITED
COMMBANK EUROPE LIMITED	COMMBANK MANAGEMENT
COMMBANK MANAGEMENT CONSULTING (ASIA) COMPANY LIMITED	COMMCAPITAL S.A.R.L
COMMFOUNDATION PTY LIMITED	COMMINTERNATIONAL LIMITED
COMMONWEALTH AUSTRALIA SECURITIES LLC Company	COMMONWEALTH BANK OF AUSTRALIA
COMMONWEALTH BANK OF AUSTRALIA (UK) STAFF BENEFITS SCHEME TRUSTEE COMPANY LIMITED	COMMONWEALTH BANK OFFICERS SUPERANNUATION CORPORATION PTY LIMITED
COMMONWEALTH CAPITAL CORPORATION PTY LIMITED	COMMONWEALTH CAPITAL PTY LIMITED
COMMONWEALTH CUSTODIAL SERVICES LIMITED	COMMONWEALTH DEVELOPMENT BANK OF AUSTRALIA LIMITED
COMMONWEALTH FINANCIAL PLANNING LIMITED	COMMONWEALTH FLEET LEASE PTY. LIMITED
COMMONWEALTH FUNDS MANAGEMENT PTY	COMMONWEALTH INSURANCE HOLDINGS

LIMITED	LIMITED
COMMONWEALTH INSURANCE LIMITED	COMMONWEALTH INVESTMENT SERVICES PTY LIMITED
COMMONWEALTH INVESTMENTS PTY LIMITED	COMMONWEALTH LIFE PTY LIMITED
COMMONWEALTH MANAGED INVESTMENTS LIMITED	COMMONWEALTH PRIVATE LIMITED
COMMONWEALTH PROPERTY PTY LIMITED	COMMONWEALTH SECURITIES LIMITED
COMMTRADING LIMITED	COMMWEALTH GROUP PTY LIMITED
COMMWEALTH INTERNATIONAL HOLDINGS PTY LIMITED	COMSEC NOMINEES PTY LIMITED
CONNECT11 FINANCING PTY LIMITED	CONNECT11 PTY LIMITED
CONSULTING (SHANGHAI)COMPANY LIMITED	COPACABANA BEACH PTY LTD
CORE EQUITY SERVICES NOMINEES PTY LIMITED	CPHF HOTELS PTY LIMITED
CRYSTAL AVENUE PTY LIMITED	CRYSTAL SWAPS PTY LIMITED
CTB AUSTRALIA LIMITED	CULLINAN FINANCE LIMITED
DEE WHY OPPORTUNISTIC INVESTMENT COMPANY PTY LTD	ELIZABETH CITY CENTRE PTY. LTD.
EMERALD HOLDING COMPANY PTY LIMITED	EQUIGROUP HOLDINGS PTY LIMITED
EQUION HEALTH (BARTS) LIMITED (SOLD 22 DECEMBER 2009)	EQUION HEALTH (NEWCASTLE) LIMITED (SOLD 16 NOVEMBER 2009)
FINANCIAL WISDOM LIMITED	FIRST STATE (HONG KONG) LLC Company
FIRST STATE CINDA FUND MANAGEMENT COMPANY	FIRST STATE DIVERSIFIED HEDGE FUND LIMITED (IN LIQUIDATION SINCE 01/12/2008)
FIRST STATE EUROPEAN DIVERSIFIED INFRASTRUCTURE S.+ R.L.	FIRST STATE FUNDS PUBLIC LIMITED COMPANY
FIRST STATE GLOBAL UMBRELLA FUND PUBLIC LIMITED COMPANY	FIRST STATE HEDGE FUNDS SPC LIMITED (IN LIQUIDATION SINCE 01/12/2008)
FIRST STATE INVESTMENT FUND MANAGEMENT S.+ R.L.	FIRST STATE INVESTMENT MANAGEMENT (UK) LIMITED
FIRST STATE INVESTMENT MANAGERS (ASIA) LIMITED	FIRST STATE INVESTMENT SERVICES (UK) LIMITED
FIRST STATE INVESTMENTS (BERMUDA) LIMITED	FIRST STATE INVESTMENTS (CAYMAN) LIMITED

FIRST STATE INVESTMENTS (HONG KONG) LIMITED	FIRST STATE INVESTMENTS (SINGAPORE)
FIRST STATE INVESTMENTS (UK HOLDINGS) LIMITED	FIRST STATE INVESTMENTS (UK) LIMITED
FIRST STATE INVESTMENTS GIP MANAGEMENT S.+ R.L.	FIRST STATE INVESTMENTS GLOBAL ENERGY LONG SHORT FUND LIMITED
FIRST STATE INVESTMENTS GLOBAL ENERGY LONG SHORT MASTER FUND LIMITED	FIRST STATE INVESTMENTS GLOBAL RESOURCES LONG SHORT FUND LIMITED
FIRST STATE INVESTMENTS GLOBAL RESOURCES LONG SHORT MASTER FUND LIMITED	FIRST STATE INVESTMENTS GOLD & PRECIOUS METALS LONG SHORT FUND LIMITED (LIQUIDATED)
FIRST STATE INVESTMENTS GOLD & PRECIOUS METALS LONG SHORT MASTER FUND LIMITED (LIQUIDATED)	FIRST STATE INVESTMENTS HOLDINGS (SINGAPORE) LIMITED
FIRST STATE INVESTMENTS ICVC	FIRST STATE INVESTMENTS INTERNATIONAL INC
FIRST STATE INVESTMENTS INTERNATIONAL LIMITED	FIRST STATE INVESTMENTS US HOLDINGS PTY LIMITED
FIRST STATE MEDIA HOLDINGS PTY LTD	FIRST STATE NOMINEES (HONG KONG) LIMITED
FORTH HEALTH HOLDINGS LIMITED	FORTH VALLEY INVESTMENT COMPANY LIMITED
FRESHWATER COMMERCIAL NO. 1 PTY LIMITED	FRESHWATER HOLDING NO.1 PTY LIMITED
FRINGE 1 PTY LIMITED	GREENWOOD LENDING PTY LTD
GROUP TREASURY SERVICES NZ LIMITED	GT FUNDING NO. 3 PTY LTD
GT FUNDING NO. 5 PTY LTD	GT FUNDING NO.1 PTY LIMITED
GT INVESTMENTS NO. 3 PTY LIMITED	GT OPERATING NO. 3 PTY LTD
GT OPERATING NO.1 PTY LIMITED	GT OPERATING NO.2 PTY LIMITED
GT OPERATING NO.4 PTY LIMITED	GT USD FUNDING PTY LIMITED
HARBOARD BEACH PTY LTD	HAZELWOOD INVESTMENT COMPANY PTY LIMITED
HEMISPHERE LANE PTY LIMITED	HFV6 PTY. LIMITED
HIC FINANCE PTY LIMITED	HOMEPAH PTY LIMITED
HOTEL GOLD COAST PTY LIMITED	HOTEL HOLDINGS & SERVICES PTY LIMITED
INFRAVEST (NO 1) PTY LIMITED	INVESTMENT CUSTODIAL SERVICES LIMITED

INVESTOR SECURITIES PTY LTD	INVESTORWEB.COM. PTY LIMITED
IPERE HOLDING MALTA LIMITED	IPERE INVESTING MALTA LIMITED
IWL ASSET MANAGEMENT PTY LTD	IWL BROKING SOLUTIONS LIMITED
IWL LIMITED	IWL MANAGEMENT SERVICES PTY LTD
JABALI NO. 1 PTY LIMITED	JACQUES MARTIN ADMINISTRATION AND CONSULTING PTY LTD
JACQUES MARTIN NEW ZEALAND LIMITED	JACQUES MARTIN PTY. LTD.
JDV LIMITED	JDV NOMINEE HOLDINGS PTY LTD
JDV SETTLEMENTS NOMINEES PTY LTD	JDV STOCK HOLDINGS NOMINEES PTY LTD
JOHN LAING HEALTH (PEMBURY) LIMITED	KATOE INVESTMENTS PTY LIMITED
KINGSTON LLP1 HOLDINGS PTY LIMITED	KIWI HOME LOANS (NZ) LIMITED
KIWI INCOME PROPERTIES LIMITED	KIWI PROPERTY HOLDINGS LIMITED
KIWI PROPERTY MANAGEMENT LIMITED	KSW COMMERCIAL HOLDINGS PTY LIMITED
KSW COMMERCIAL PTY LIMITED	KSW PROJECT PTY LIMITED
KURANDA INVESTMENTS LIMITED (NO LONGER PART OF ASB GROUP AS AT 31 MAY 2010)	LEASEWAY TRANSPORTATION PTY LIMITED
LG INC.	LIDCOMBE OPPORTUNISTIC INVESTMENT COMPANY PTY LIMITED
LILY 1 PTY LIMITED	LOFT NO 1 PTY LIMITED
LOFT NO 2 PTY LIMITED	LOFT NO.3 PTY LIMITED
LONEX PTY LIMITED	LYRECH PTY LIMITED
M M A L FLEET LEASE ARRANGER PTY LTD	M-LAND PTY LTD
MILO FUNDING LIMITED (INLIQUIDATION)	MIS FUNDING NO.1 PTY LIMITED
MOONEE PONDS OPPORTUNISTIC INVESTMENT COMPANY PTY LIMITED	MORTGAGE HOLDING TRUST COMPANY LIMITED
MTE DEBT VEHICLE PTY LTD	MTE LESSOR 1 PTY LTD
MTE LESSOR 2 PTY LTD	MTE LESSOR 3 PTY LTD
MTE LESSOR 4 PTY LTD	MTE LESSOR 5 PTY LTD

MTE NOMINEE PARTNER PTY LTD	NEMUS TECHNOLOGIES PTY LTD(DEREGISTERED 16 JUNE 2010)
NETSHARE NOMINEES PTY LTD	NEWCASTLE INVESTMENT COMPANY LIMITED
NEWPORT LIMITED	NIMITZ NOMINEES PTY LIMITED
OCTOBER NOMINEES PTY. LIMITED	OPHCO NOMINEES NO 1 PTY LIMITED
OPHCO NOMINEES NO 2 PTY LIMITED	OPPORTUNISTIC HOLDING COMPANY 2 PTY LIMITED
OPPORTUNISTIC HOLDING COMPANY PTY LIMITED	ORE & OVERBURDEN PTY LIMITED
OTOE INVESTMENTS PTY LIMITED	PADANG PTY LTD
PALM BEACH PTY LTD	PARKES S.A.R.L. (IN PROCESS OF BEING WOUND UP)
PAVILION & PARK LIMITED	PIF MANAGED PROPERTY PTY LIMITED
POINT COOK OPPORTUNISTIC INVESTMENT COMPANY PTY LIMITED	PONTOON (FUNDING) PLC (INLIQUIDATION)
PPS NOMINEES PTY LIMITED	PREFERRED CAPITAL LIMITED
PREMIUM ALTERNATIVE INVESTMENTS PTY LIMITED	PREMIUM CUSTODY SERVICES PTY LTD
PREMIUM PLANTATIONS PTY LIMITED	PREMIUM PLANTATIONS SERVICES PTY LTD
PT BANK COMMONWEALTH	PT COMMONWEALTH LIFE
PT FIRST STATE INVESTMENTS INDONESIA	PULSE INTERNATIONAL PTY LTD
QILU BANK CO., LTD.	QUAY (FUNDING) PLC
RANEC PTY LIMITED	REALINDEX INVESTMENTS PTY LIMITED
RELIANCE ACHIEVER PTY LIMITED	ROCK & RUBBLE (DEBT VEHICLE) PTY LIMITED
ROCK & RUBBLE (EXISTING) PTY LIMITED	ROCK & RUBBLE (NEW) PTY LIMITED
SAFE NO1 PTY LTD	SAFE NO2 PTY LTD
SAFE NO3 PTY LTD	SANDALWOOD PTE LIMITED (INTEREST IN JV PARTNERSHIP Exempt WITH JONES LANG LA SALLE SOLD 28 JUNE 2009)
SBN NOMINEES PTY. LIMITED	SBSBS PTY LIMITED
SCHERER LIMITED	SCOTGEM LIMITED

SEAHORSE INVESTMENTS UK LIMITED	SECURITISATION ADVISORY SERVICES PTY. LIMITED
SECURITISATION MANAGEMENT SERVICES LIMITED	SECURITY HOLDING INVESTMENT ENTITY LINKING DEALS LIMITED
SENATOR HOUSE INVESTMENTS (UK) LIMITED	SENBARY PTY LIMITED
SHARE DIRECT NOMINEES PTY LIMITED	SHARE INVESTMENTS PTY
SI HOLDINGS LIMITED	SIF RAILWAY NO.1 PTY LIMITED
SIF RAILWAY NO.2 PTY LIMITED	SINATRA INVESTMENTS LIMITED
SOUTH AUSTRALIAN FLEET LEASE ARRANGER PTY LTD	SOVEREIGN ASSURANCE COMPANY LIMITED
SOVEREIGN FINANCIAL SERVICES LIMITED	SOVEREIGN LIMITED
SOVEREIGN SERVICES LIMITED	SOVEREIGN SUPERANNUATION FUNDS LIMITED
SOVEREIGN SUPERANNUATION TRUSTEES LIMITED	SPARAD (NO.24) PTY. LIMITED
ST ANDREW'S AUSTRALIA PTY LTD	ST ANDREW'S FINANCIAL SERVICES PTY LTD
ST ANDREW'S SUPERANNUATION SERVICES PTY LTD	STATE NOMINEES LTD
SURFERS PARADISE RESORT HOTEL PTY LIMITED	SWAN SECURITISATION FINANCE PTY LIMITED
SWAN SECURITISATION INVESTMENTS PTY LTD.	SYLVIA PARK BUSINESS CENTRE LIMITED
T.W. CUSTODIANS LIMITED	TANKSTREAM RAIL (BY -1) PTY LIMITED
TANKSTREAM RAIL (BY -2) PTY LIMITED	TANKSTREAM RAIL (BY -3) PTY LIMITED
TANKSTREAM RAIL (BY -4) PTY LIMITED	TANKSTREAM RAIL (SW -1) PTY LIMITED
TANKSTREAM RAIL (SW -2) PTY LIMITED	TANKSTREAM RAIL (SW -3) PTY LIMITED
TANKSTREAM RAIL (SW -4) PTY LIMITED	TANKSTREAM RAIL (VICTORIA) PTY LIMITED
TESTCOY PTY LTD	THE COLONIAL MUTUAL LIFE ASSURANCE SOCIETY LIMITED
THE SCOTTISH ORIENTAL SMALLER COMPANIES TRUST PLC	TORQUAY BEACH PTY LTD
TOTAL KEEN INVESTMENT LIMITED	TUNBRIDGE WELLS INVESTMENT COMPANY LIMITED
VH-VZF PTY LTD	VH-VZG PTY LTD

VH-VZH PTY LTD

VICTORIAN FLEET LEASE ARRANGER PTY LTD

VOTRAINT NO.1351 PTY LIMITED

WATERLOO & VICTORIA LIMITED
(INLIQUIDATION)

WESTSIDE PROPERTIES LIMITED

WHITTAKER MACNAUGHT PTY. LTD.

Annexure B

This is annexure B of 1 page referred to in Form 603, Notice of initial substantial holder dated 1 September 2011.



John Damien Hatton – Company Secretary

Realindex Investments Limited

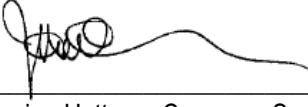
Date	Registered Company	Transaction type	Quantity	Consideration
28 Apr 2011	Citicorp Nominees Pty Limited	BUY	57989	67288
29 Apr 2011	Citicorp Nominees Pty Limited	BUY	65880	75733
02 May 2011	Citicorp Nominees Pty Limited	BUY	248071	285394
03 May 2011	Citicorp Nominees Pty Limited	BUY	138921	159141
24 May 2011	Citicorp Nominees Pty Limited	BUY	17719	18606
07 Jun 2011	Citicorp Nominees Pty Limited	BUY	7462	7900
15 Jun 2011	Citicorp Nominees Pty Limited	BUY	16579	17472
23 Jun 2011	Citicorp Nominees Pty Limited	BUY	55249	58085
18 Aug 2011	Citicorp Nominees Pty Limited	BUY	22295	22753
19 Aug 2011	Citicorp Nominees Pty Limited	BUY	3320	3329
Entity Total			633485	715701

Avanteos Investments Limited

Date	Registered Company	Transaction type	Quantity	Consideration
25 August 2011	Avanteos Investments Limited	BUY	103500	131445
25 August 2011	Avanteos Investments Limited	BUY	650	826
Entity Total			104150	132271

Annexure C

This is annexure C of 21 pages referred to in Form 603, Notice of initial substantial holder dated 1 September 2011.

A handwritten signature in black ink, appearing to read 'John Hatton', with a long horizontal flourish extending to the right.

John Damien Hatton – Company Secretary

Deed

Call Option Deed

Barry Lambert

Capital 121 Pty Limited

Commonwealth Bank of Australia

Freehills

MLC Centre Martin Place Sydney NSW 2000 Australia
GPO Box 4227 Sydney NSW 2001 Australia

Sydney Melbourne Perth Brisbane Singapore

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1 Definitions and interpretation

1.1 Deed components

This deed includes any schedule.

1.2 Definitions

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

Term	Meaning
ASTC Settlement Rules	the operating rules of ASX Settlement Pty Limited (ACN 008 504 532).
ASX	ASX Limited (ABN 98 008 624 691) and, where the context requires, the financial market that it operates.
Better Proposal	a proposal that is provided by Capital 121 (or Commonwealth Bank) to the Board, in response to a Competing Proposal and which the Board determines in good faith is more favourable to the Company's shareholders than the Competing Proposal.
Board	the board of directors of the Company.
Business Day	a day in Sydney that is not a Saturday, Sunday or public holiday and on which banks and ASX are open for trading.
Call Option	the call option granted to Capital 121 under clause 2.1.
Call Option Notice	a notice in the form set out in Schedule 1.
Call Option Period	the period commencing on the date of this deed and ending on the "End Date" as defined in the Implementation Deed.
Cash Consideration	the amount equal to the Exercise Price multiplied by the number of Options Shares.

Term	Meaning
CHESS	the Clearing House Electronic Subregistry System operated by ASX Settlement Pty Ltd (ACN 008 504 532) and ASX Clear Pty Ltd (ACN 001 314 503).
Commonwealth Bank Shares	fully paid ordinary shares in the capital of Commonwealth Bank.
Company	Count Financial Limited (ABN 19 001 974 625).
Competing Proposal	has the meaning given in the Implementation Deed.
Completion	settlement of the sale of Option Shares in accordance with clause 4.
Completion Date	the date which is 5 Business Days after the later of: <ol style="list-style-type: none"> 1 the date on which the Call Option is exercised in accordance with clause 3.1; and 2 termination of the Implementation Deed.
Corporations Act	the <i>Corporations Act 2001</i> (Cth).
Court	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 the Company.
Deal	means: <ol style="list-style-type: none"> 1 sell, assign, transfer, declare a trust over or otherwise dispose of; 2 agree or offer to sell, assign, transfer or otherwise dispose of; 3 enter into any option which, if exercised, enables or requires the person to sell, assign, transfer, declare a trust over or otherwise dispose of; 4 enter into any swap or any other form of synthetic instrument or arrangement which provides the Grantor or the counterparty economic exposure to the Shares; or 5 create or agree or offer to create or permit to be created any interest or Encumbrance.
Effective	has the meaning given in the Implementation Deed.

Term	Meaning
Encumbrance	a mortgage, charge, pledge, lien, hypothecation or third party interest of any kind whatsoever, or an agreement to create any of them or to allow any of them to exist.
Exercise Price	in respect of each Option Share, the Value per Share that Capital 121 (or Commonwealth Bank) proposes to pay under the Better Proposal.
Implementation Deed	the scheme implementation deed dated on or around the date of this deed between the Company and Commonwealth Bank relating to the implementation of the Scheme.
New Commonwealth Bank Share	a fully paid ordinary share in Commonwealth Bank to be issued to Grantor if Grantor elects to receive Scrip Consideration under this deed.
Operating Rules	the official operating rules of ASX.
Option Fee	A\$10.00.
Option Shares	46,532,558 Shares, being the number of Shares equivalent to a 19.9% interest in the total number of ordinary shares in the Company (as at the Completion Date), less the number of Shares held by Capital 121 (or its related bodies corporate) with that number being 5,654,760 Shares.
Permitted Dividend	A\$0.04 per Share, to be paid on 14 October 2011.
Purchase Consideration	the Cash Consideration or the Scrip Consideration.
Scheme	the transaction proposed by the Company to its shareholders pursuant to Part 5.1 of the <i>Corporations Act</i> 2001 pursuant to which Capital 121 proposes to acquire all of the shares in the Company in accordance with the terms of the Implementation Deed.
Scheme Meeting	the meeting of the Company's shareholders (other than Excluded Shareholders (as defined in the Implementation Deed)) ordered by the Court to be convened under section 411(1) of the <i>Corporations Act</i> to implement the Scheme.
Scrip Consideration	such number of New Commonwealth Bank Shares for each Option

Term	Meaning
	<p>Share calculated as follows:</p> $N = \frac{\text{Cash Consideration}}{W}$ <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 Completion Date.</p>
Share	an ordinary share in the capital of the Company.
Value	<p>in relation to any consideration at any time:</p> <ol style="list-style-type: none"> 1 the consideration is a cash sum in A\$, that A\$ value; 2 if the consideration is a cash sum denominated in a currency other than Australian dollars, the value of the consideration will be based on its Australian dollar equivalent applying the WM/Reuters Closing Spot Exchange Rate published at 4pm London time on the relevant date; 3 if the consideration is in a form of securities in an entity listed on any securities exchange, the consideration will be valued based on the volume weighted average price (excluding all off-market transactions) of the relevant securities over the 5 days ending on the day prior to the relevant date on the primary exchange on which the relevant securities are quoted. If that price is quoted in a currency other than Australian dollars that price must be converted into Australian dollars applying the WM/Reuters Closing Spot Exchange Rate published at 4pm London time on the relevant date; 4 in any other case, the value in A\$: <ul style="list-style-type: none"> • as agreed by the Grantor and Capital 121 (acting reasonably); or • in the absence of agreement, as determined by an independent expert (acting as expert and not arbitrator and on behalf of both the Grantor and Capital 121 whose decision will be, in the absence of manifest error, final and binding on both the Grantor and Capital 121) the identity of which is agreed by the Grantor and Capital 121 (or in the absence of agreement, such person as nominated by the National President of the Institute of Chartered Accountants).
VWAP	<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"> 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

Term	Meaning
	<p>2 any overseas trades or trades pursuant to the exercise of options over Commonwealth Bank Shares,</p> <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>

1.3 Interpretation

In this deed, headings are for convenience only and do not affect interpretation and, unless the context requires otherwise:

- (a) words importing the singular include the plural and vice versa;
- (b) words importing a gender include any gender;
- (c) other parts of speech and grammatical forms of a word or phrase defined in this deed have a corresponding meaning;
- (d) a reference to a person includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture, a partnership, a trust and any Government Agency;
- (e) a reference to a clause, party, Attachment, exhibit or schedule is a reference to a clause of, and a party, attachment, exhibit and schedule to this deed, and a reference to this deed includes any attachment, exhibit and schedule;
- (f) a reference to a statute, regulation, proclamation, ordinance or by law includes all statutes, regulations, proclamations, ordinances or by laws amending, consolidating or replacing it, whether passed by the same or another Government Agency with legal power to do so, and a reference to a statute includes all regulations, proclamations, ordinances and by laws issued under that statute;
- (g) a reference to any document (including this deed) is to that document as varied, novated, ratified or replaced from time to time;
- (h) the word 'includes' in any form is not a word of limitation;
- (i) a reference to '\$', 'A\$' or 'dollar' is to the lawful currency of Australia;
- (j) a reference to any time is to the time in Sydney, Australia;
- (k) a term defined in or for the purposes of the Corporations Act has the same meaning when used in this deed; and
- (l) a reference to the Listing Rules includes any variation, consolidation or replacement of these rules and is to be taken to be subject to any waiver or exemption granted to the compliance of those rules by a party.

1.4 Business Day

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.

1.5 Contra proferentem excluded

No term or condition of this deed will be construed adversely to a party solely on the ground that the party was responsible for the preparation of this deed or a provision of it.

2 Call Option

2.1 Call Option

- (a) In consideration of the payment of the Option Fee, the Grantor irrevocably grants the Call Option to Capital 121.
- (b) The Grantor acknowledges receipt of the Option Fee.
- (c) The Grantor irrevocably grants to Capital 121 the right to require the Grantor to sell the Option Shares to Capital 121 for the Exercise Price and on and subject to the terms and conditions of this deed.

2.2 No dealing in Option Shares

From the date of this deed until:

- (a) If a Call Option Notice has not been served, the end of the Call Option Period;
- (b) if a Call Option Notice has been served and this deed has not been terminated in accordance with clause 6.1(c), the Completion Date; or
- (c) if a Call Option Notice has been served and this deed has been terminated in accordance with clause 6.1(c), the date of termination of this deed,

the Grantor may not Deal in the Option Shares except as contemplated under this deed.

2.3 Right to dispose of Shares not affected

Nothing in this deed restricts or will be taken to restrict the Grantor's right to Deal in Shares, other than the Option Shares, with another party.

2.4 Right to vote Shares not affected

Nothing in this deed will be taken to restrict:

- (a) the ability of the Grantor to exercise the votes attaching to any Share (including any Option Share) in the Grantor's absolute discretion before the Call Option is exercised in respect of the Option Shares; and
- (b) the Grantor's right to vote for or against any resolution proposed in relation to the Company (including any resolution in relation to a Scheme).

3 Exercise

3.1 Call Option Exercise

- (a) Capital 121 may only exercise the Call Option if:
 - (1) there is a Competing Proposal; and

- (2) a Better Proposal has been publicly announced by the Board (**Better Proposal Announcement**).
- (b) If the pre-conditions to exercise in clause 3.1(a) has been fulfilled, Capital 121 may exercise the Call Option by signing and delivering to the Grantor a Call Option Notice at any time prior to the end of the 10th Business Day after the date on which the Better Proposal Announcement was made.
- (c) If the Call Option is not exercised during the period referred to in clause 3.1(b), the Call Option will lapse.

3.2 Call Option Notice

The Call Option may be exercised, and a Call Option Notice may be given, once in respect of all of the Option Shares.

3.3 Time of exercise

The Call Option is taken to have been exercised at the time when a signed Call Option Notice is delivered in accordance with clause 3.1.

3.4 Sale and purchase

Subject to clause 6.1(c), upon exercise of a Call Option, the Grantor agrees to sell and transfer to Capital 121, and Capital 121 agrees to purchase from the Grantor, all of the Option Shares for the Exercise Price on the terms and conditions of this deed.

3.5 Transfer of Option Shares

The Option Shares must be transferred:

- (a) free from any Encumbrances; and
- (b) must include only such dividend rights or other entitlements, attached or accruing to them on and from the date of exercise of the Call Option, to which Capital 121 (or Commonwealth Bank) would have been entitled if the Option Shares were acquired under the Better Proposal and not under this deed.

3.6 Compensation for dividends and other entitlements after Completion

To the extent that Capital 121 becomes entitled to dividend rights or other entitlements in respect of the Option Shares after Completion to which the Grantor would have been entitled if the Option Shares were acquired under the Better Proposal and not under this deed, Capital 121 must pay the Grantor a cash amount equal to the Value of the dividend or other entitlement plus, in the case of any dividend, a cash amount equal to the imputation credit that would have been attributable to the dividend based on the franking percentage that would have been applicable under the Better Proposal, promptly after receipt by Capital 121.

3.7 Election Notice

At least 3 Business Days before the Completion Date, the Grantor must provide to Capital 121 a written election to receive either Cash Consideration or Scrip Consideration (but not both). If the Grantor fails to make an election in accordance with this clause 3.7, then the consideration for the transfer of the Option Shares will be Cash Consideration.

4 Completion

4.1 Time and place of Completion

If the Call Option is exercised, completion of the sale and purchase of the Option Shares will take place at 10.00am on the Completion Date at the offices of Minter Ellison in Sydney or such other time and place as the Grantor and Capital 121 may agree.

4.2 Steps to occur at Completion

On the Completion Date:

- (a) the Grantor must transfer or procure the transfer of the Option Shares to Capital 121; and
- (b) Capital 121 and the Grantor must execute and deliver all necessary documents and give all necessary instruments to ensure that all right, title and interest in the Option Shares passes from the Grantor to Capital 121 free from all Encumbrances.

4.3 Transfers

Without limitation, the Option Shares are deemed to have been transferred pursuant to clause 4.2(b):

- (a) on the transfer of title in accordance with the ASTC Settlement Rules and procedures of CHESS (or such other computer based system which provides for the recording and transfer of title by way of electronic entries, delivery and transfer of title, used by the Company from time to time); or
- (b) by such other manner as agreed between the Grantor and Capital 121.

4.4 Payment of Purchase Consideration

- (a) If the Grantor complies with its obligations under clause 4.2 and the consideration for the transfer of the Option Shares is Cash Consideration, then Capital 121 must pay the Cash Consideration to the Grantor in immediately available funds on the Completion Date.
- (b) If the Grantor complies with its obligations under clause 4.2 and the consideration for the transfer of the Option Shares is Scrip Consideration, then Commonwealth Bank will immediately issue or procure the issue of the Scrip Consideration to the Grantor.

4.5 Obligations

- (a) Each of the obligations in this clause 4 is interdependent.
- (b) Subject to Capital 121 complying with clause 4.4, the Grantor grants to Capital 121 a power of attorney to complete and execute all documents (under hand or under seal) and take any actions on Grantor's behalf (including giving any necessary directions to the Company) which are necessary or convenient to give effect to the transfer of the Option Shares.

5 Representations and warranties

5.1 Grantor warranties

The Grantor warrants that:

- (a) **(Power and capacity)** he has full power and capacity to enter into and perform its obligations under this deed.
- (b) **(No legal impediment)** the execution, delivery and performance of this deed does not constitute a breach of any law or obligation, or cause or result in a default under any agreement, or Encumbrance, by which he is bound and which would prevent him from entering into and performing its obligations under this deed.
- (c) **(Solvency)** no application has been made, or has been threatened or is expected to be made, to a court for an order that the Grantor be declared bankrupt.
- (d) **(Ownership):**
 - (1) he is the legal and beneficial owner of the Option Shares; and
 - (2) Capital 121 will acquire at Completion the full legal and beneficial ownership of the Option Shares free and clear of all Encumbrances, subject to registration of Capital 121 in the register of shareholders.
- (e) **(No Encumbrances or other arrangements):** the Option Shares:
 - (1) are free and clear of all Encumbrances;
 - (2) can be sold and transferred free of any competing rights, including pre-emptive rights or rights of first refusal; and
 - (3) are fully paid and no money is owing in respect of them.
- (f) **(Legal advice)** he has received legal advice about the effect of this deed or has had an adequate and reasonable opportunity to seek and receive legal advice about the effect of this deed.

5.2 Capital 121 and Commonwealth Bank warranties

Capital 121 and Commonwealth Bank each warrant that:

- (a) **(Power and capacity)** it has full power and capacity to enter into and perform its obligations under this deed.
- (b) **(Corporate Authorisations)** all necessary authorisations for the execution, delivery and performance by it of this deed in accordance with its terms have been obtained or will be obtained prior to Completion.
- (c) **(No legal impediment)** the execution, delivery and performance of this deed:
 - (1) complies with its constitution or other constituent documents (as applicable); and
 - (2) does not constitute a breach of any law or obligation, or cause or result in a default under any agreement, or Encumbrance, by which it is bound and which would prevent it from entering into and performing its obligations under this deed.
- (d) **(Solvency):**
 - (1) it has not gone, or proposed to go, into liquidation;
 - (2) it has not passed a winding-up resolution or commenced steps for winding-up or dissolution;

- (3) it has not received a deregistration notice under section 601AB of the Corporations Act or any communication from ASIC that might lead to such a notice or applied for deregistration under section 601AA of the Corporations Act;
 - (4) it has not been presented or threatened with a petition or other process for winding-up or dissolution and, so far as it is aware, there are no circumstances justifying a petition or other process;
 - (5) no receiver, receiver and manager, judicial manager, liquidator, administrator, official manager has been appointed, or is threatened or expected to be appointed, over the whole or a substantial part of the undertaking or property of it, and, so far as it is aware, there are no circumstances justifying such an appointment; or
 - (6) it has not entered into, or taken steps or proposed to enter into, any arrangement, compromise or composition with or assignment of the benefit of its creditors or class of them.
- (e) **(New Commonwealth Bank Shares)**: if the Grantor elects to receive Scrip Consideration, the Grantor will acquire at Completion the full legal and beneficial ownership of the New Commonwealth Bank Shares free and clear of all Encumbrances, subject to registration of the Grantor in the register of shareholders and the New Commonwealth Bank Shares when issued will be:
- (1) free and clear of all Encumbrances;
 - (2) able to be sold and transferred free of any competing rights, including pre-emptive rights or rights of first refusal;
 - (3) duly and validly issued in accordance with all applicable laws and Commonwealth Bank's constitution;
 - (4) issued 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; and
 - (5) fully paid and no money will be owing in respect of them,
- and Commonwealth Bank will use all reasonable endeavours to ensure that such New Commonwealth Bank Shares are, from the date of issue, quoted for trading on the ASX.

5.3 Survival of warranties

The warranties given in this clause 5:

- (a) survive the execution of this deed; and
- (b) are regarded as repeated at Completion with regard to the facts and circumstances then subsisting.

5.4 Reliance

Each party acknowledges that the other parties have entered into this deed and agreed to take part in the transactions that it contemplates in reliance on the warranties made or repeated in this clause.

5.5 Indemnity

Each party indemnifies the other parties against any loss, liability, damage, cost, charge and expense suffered or incurred as a result of its breach of this deed.

5.6 Commonwealth Bank indemnity

Commonwealth Bank indemnifies the Grantor against any loss, liability, damage, cost, charge and expense suffered or incurred as a result of any breach of this deed by Capital 121.

6 Termination

6.1 Termination

This deed:

- (a) automatically terminates if the Call Option:
 - (1) has not been validly exercised by the end of the Call Option Period; or
 - (2) lapses pursuant to clause 3.1(c);
- (b) automatically terminates if the Scheme becomes Effective (whether or not a Call Option Notice has been given); and
- (c) may be terminated by Capital 121 at any time by written notice to Grantor, including in circumstances where Capital 121 has delivered a Call Option Notice. For the avoidance of doubt, if Capital 121 has terminated this deed, then the parties will not be obliged to comply with their obligations pursuant to clause 4 of this deed.

6.2 Effect of termination

On termination this deed:

- (a) is of no further effect and (without prejudice to any accrued rights or obligations of the parties, which if the Call Option has been exercised, will include, all rights and obligations in connection with Completion) there are no continuing rights or obligations of the parties; and
- (b) the Grantor is absolutely entitled to retain the Option Fee.

7 Duties, costs and expenses

7.1 Stamp duty

- (a) Capital 121 must pay the stamp duty in respect of the execution, delivery and performance of:
 - (1) this deed; and
 - (2) any agreement or document entered into or signed under this deed.
- (b) Capital 121 must pay any fine, penalty or other cost in respect of a failure to pay any stamp duty except to the extent that the fine, penalty or other cost is caused by an act or default on the part of the Grantor.
- (c) Capital 121 indemnifies the Grantor against any amount payable under clause 7.1(a) or clause 7.1(b) or both.

7.2 Costs and expenses

Each party must pay its own costs and expenses in relation to the negotiation, preparation, execution and delivery of this deed.

8 General

8.1 Notices

Any communication under or in connection with this deed:

- (a) must be in legible writing. A facsimile transmission is regarded as legible unless the addressee telephones the sender within 2 hours after transmission is received or regarded as received under clause 8.1(f)(1) and informs the sender that it is not legible;
- (b) must be in English; and
- (c) must be addressed as shown below:

Party	Address	Addressee	Fax
Grantor	5 Hallstrom Close, Northbridge, NSW 2063	Barry Lambert	(02) 9241 7342
	Copy to: Minter Ellison, Aurora Place, 88 Phillip Street, Sydney NSW 2000	James Philips Partner	+61 2 9921 8123
Capital 121 & Commonwealth Bank	Commonwealth Bank of Australia, Level 29, 52 Martin Place, Sydney NSW 2000	David Lane General Manager, Strategic Development, Wealth Management	+61 2 9303 6397
	Copy to: Freehills, Level 32, MLC Centre, Martin Place, Sydney NSW 2000	Tony Damian, Partner	+61 2 9322 4000

(or as otherwise notified by that party from time to time);

- (d) must be signed by the party making the communication or by a person duly authorised by that party;
- (e) must be delivered or sent by fax to the fax number, of the addressee, in accordance with clause 8.1(b); and
- (f) is regarded as received by the addressee:
 - (1) if sent by fax, at the local time (in the place of receipt of that fax) which then equates to the time at which that fax is sent as shown on the transmission report which is produced by

the machine from which that fax is sent and which confirms transmission of that fax in its entirety, unless that local time is not a Business Day, or is after 5.00pm on a Business Day in the place of receipt, when that communication will be regarded as received at 9.00am on the next Business Day; and

- (2) if delivered by hand, on delivery at the address of the addressee as provided in clause 8.1(b), unless delivery is not made on a Business Day, or after 5.00pm on a Business Day, when that communication will be regarded as received at 9.00am on the next Business Day.

8.2 Governing law and jurisdiction

- (a) This deed is governed by the laws of New South Wales.
- (b) Each party irrevocably submits to the non-exclusive jurisdiction of the courts of New South Wales and courts competent to hear appeals from those courts.

8.3 Consents

Any consent referred to in, or required under, this deed from any party may not be unreasonably withheld, unless this deed expressly provides for that consent to be given in that party's absolute discretion.

8.4 Waivers

- (a) Failure to exercise or enforce, a delay in exercising or enforcing, or the partial exercise or enforcement of any right, power or remedy provided by law or under this deed by any party does not in any way preclude, or operate as a waiver of, any exercise or enforcement, or further exercise or enforcement, of that or any other right, power or remedy provided by law or under this deed.
- (b) Any waiver or consent given by any party under this deed is only effective and binding on that party if it is given or confirmed in writing by that party.
- (c) No waiver of a breach of any term of this deed operates as a waiver of another breach of that term or of a breach of any other term of this deed.

8.5 Variation

This deed may only be varied by a document signed by or on behalf of each of the parties.

8.6 Assignment

A party may not assign, novate, declare a trust over or otherwise transfer or deal with any of its rights or obligations under this deed without the prior written consent of the other parties (which may be given or withheld in each of those party's absolute discretion), provided that Capital 121 may assign the benefit of this deed to a related body corporate.

8.7 Acknowledgement

The Grantor acknowledges that the remedy of damages alone may be inadequate to protect the interests of Capital 121 for breach by the Grantor of clause 4 and that Capital 121 is entitled to seek and obtain, without limitation, injunctive relief or specific performance if:

- (a) the Grantor fails to comply or threatens to fail to comply with clause 4; or
- (b) Capital 121 has reason to believe the Grantor will not comply with clause 4.

8.8 No Third Party Beneficiary

This deed shall be binding on and enure solely to the benefit of each party to it and each of their respective permitted successors and assigns, and nothing in this deed is intended to or shall confer on any other persons any third party beneficiary rights.

8.9 Further action

Each party will do all things and execute all further documents necessary to give full effect to this deed.

8.10 Entire Agreement

This deed supersedes all previous agreements, understandings, negotiations or deeds in respect of its subject matter and embodies the entire deed between the parties.

8.11 Counterparts

- (a) This deed may be executed in any number of counterparts.
- (b) All counterparts, taken together, constitute one instrument.
- (c) A party may execute this deed by signing any counterpart.

8.12 Remedies cumulative

The rights, powers and remedies provided in this deed are cumulative with and not exclusive of the rights, powers or remedies provided by law independently of this deed.

8.13 Time of the essence

Time is of the essence of this deed in respect of any date or period determined under this deed.

8.14 Relationship of the parties

- (a) Nothing in this deed gives a party authority to bind any other party in any way.
- (b) Nothing in this deed imposes any fiduciary duties on a party in relation to any other party.

8.15 No merger

The rights and obligations of the parties do not merge on Completion. They survive the execution and delivery of any transfer or other document entered into for the purpose of Completion.

Option Notice

To: **Barry Martin Lambert**

Call Option Deed dated 30 August 2011 between Barry Martin Lambert and Capital 121 (“Call Option Deed”)

In accordance with clause 4.1 of the Call Option Deed, Capital 121 exercises the Call Option in respect of the Option Shares.

Words used but not defined in this notice have the meanings that they have in the Call Option Deed.

The Completion Date is **[insert date]** and Completion is to take place at **[insert time]** on the Completion Date at the address set out below:

[Insert address at which completion will take place]

date _____

sign here • _____

print name _____

Executed as a deed

Signed, sealed and delivered by
Barry Martin Lambert



sign here ▶

sign here ▶



Witness

print name

ANNA SMITH

Signed, sealed and delivered by
Capital 121 Pty Limited
by its attorney

sign here ▶

Attorney

print name

sign here ▶

Witness

print name

Executed as a deed

Signed, sealed and delivered by
Barry Martin Lambert

sign here ► _____

sign here ► _____
Witness

print name _____

Signed, sealed and delivered by
Capital 121 Pty Limited
by its attorney

sign here ► 
Attorney

print name Crachane Petersen

sign here ► 
Witness


print name **Nicole Underhill**

Signed, sealed and delivered by
Commonwealth Bank of Australia
by its attorney

sign here ► 

Attorney

print name Carabrine Petersen

sign here ► 

Witness

print name **Nicole Underhill**
