

EAST IVANHOE COMMUNITY CORPORATION LIMITED

ACN: 095 312 744

Supplementary Information Memorandum

This Information Memorandum signed and dated below is supplementary to the Information Memorandum dated 24 October 2005 ('Information Memorandum'). This Supplementary Information Memorandum supplements the Information Memorandum. This Supplementary Information Memorandum must be read in conjunction with the Information Memorandum. Terms defined in the Information Memorandum have the same meaning where used in this Supplementary Information Memorandum.

The information below is to supplement and amend information presently contained in the Information Memorandum at:

Amendment at 2. Directors (page 3 + 4) namely:

- Two of the Directors originally named have since resigned. They are; Colin Edwin Bales & Brian Frederick Overton.
 - New Directors Details:
-

Details of the 2 New Directors of the Company are as follows:

Name	Peter Moloney
Date of Birth	14/02/1948
Occupation	Barrister
Background Information	Peter has resided in the area for approx 50 years and has been a practising Barrister for 30 years
Resides	29 Carmichael Street, Ivanhoe, Vic 3079

Name	Jennifer Mary Grayling
Date of Birth	02/10/1955
Occupation	General Manager
Background Information	Jennifer is involved in organisation services with the Brotherhood of St Laurence and is also company secretary. She has been a local resident for many years and is very involved in the community.
Resides	135 The Boulevard, Ivanhoe, Vic 3079

Amendment at 7.3 Prohibited Shareholding Interest (page 21 & 22):

The information below replaces the information at item 7.3 in the information memorandum and results from constitution changes which were recently introduced.

A person must not have a prohibited shareholding interest in the Company.

In summary, a person has a prohibited shareholding interest if any of the following applies.

- They control or own 10% or more of the shares in the Company (the “10% limit”).
- In the opinion of the Board they do not have a close connection to the community or communities in which the Company predominantly carries on business (the “close connection test”. For example, individuals who reside in East Ivanhoe or in nearby communities, or a company with a registered office in East Ivanhoe that is owned and controlled by such individuals would ordinarily be considered to have this close connection. The area of East Ivanhoe is within the City of Banyule, north of the Yarra River and East of the Darebin Creek, bordering on LaTrobe University (Kingsbury Drive) across to Lower Plenty Road in Viewbank.
- Where the person is a shareholder, after the transfer of shares in the Company to that person the number of shareholders in the Company is (or would be) lower than the base number (the “base number test”). The base number is **207**. As at the date of this Supplementary Information Memorandum, the Company had **234** shareholders.

Similar to the voting rights, the purpose of this prohibited shareholding provision is to reflect the community-based nature of the Company.

In summary, in relation to the 10% limit, a person will be deemed to own the shares in the Company in which the person has a relevant interest and the shares in which the person’s associates have a relevant interest. (The terms ‘relevant interest’ and ‘associate’ have the same meaning as in the Corporations Act, subject to some modifications as set out in the Company’s Constitution). Also, a person is deemed to control the votes that the person, and the person’s associates, can cast or control the casting of on a resolution to elect a director of the Company.

The effect of these definitions is that, for example, if the aggregate of the shares owned (legally or beneficially) by a person plus the shares owned (legally or beneficially) by members of the person's immediate family, equal or exceed 10% of the shares in the Company, the person has a prohibited shareholding interest. Similarly, if the votes a person can control the casting of on a resolution to elect a director, plus the votes that members of the person's immediate family can control the casting of on such a resolution, equal or exceed 10% of the votes that could be cast by all shareholders on such a resolution, that person has a prohibited shareholding interest. A person's "immediate family" includes a person's spouse, defacto spouse, parent, son, daughter, brother or sister or a spouse or defacto spouse of any of the preceding persons.

Where a person has a prohibited shareholding interest, the voting and dividend rights attaching to the shares in which the person (and his or her associates) have a prohibited shareholding interest, are suspended.

The Board has the power to request information from a person who has (or is suspected by the Board of having) a legal or beneficial interest in any shares in the Company or any voting power in the Company, for the purpose of determining whether a person has a prohibited shareholding interest. If the Board becomes aware that a member has a prohibited shareholding interest, it must serve a notice requiring the member (or the member's associate) to dispose of the number of Shares the Board considers necessary to remedy the breach. If a person fails to comply with such a notice within a specified period (that must be between three and six months), the Board is authorised to sell the specified Shares on behalf of that person. The holder will be entitled to the consideration from the sale of the Shares, less any expenses incurred by the Board in selling or otherwise dealing with those shares.

A person cannot have a Prohibited Shareholding Interest on the basis of the 10% limit until the earlier of the time when the number of shareholders in the Company first exceeds ten and the date which is twelve months after the date of incorporation of the Company and, where the Company is Listed, a person cannot have a Prohibited Shareholding Interest on the basis of the base number test unless Bendigo Stock Exchange (BSX) has confirmed that the base number test is appropriate and equitable and the base number test does not apply to any transfer registered before that time. BSX has indicated that its confirmation that the prohibited shareholding provisions are appropriate and equitable will not extend to the base number test. However the Company intends to make further representations in relation to this matter (refer section 7.7).

In the Constitution, members acknowledge and recognise that the exercise of the powers given to the Board may cause considerable disadvantage to individual members, but that such a result may be necessary to enforce the prohibition.

Amendment at 7.5 Directors' Interests (page 23 & 24):

Other than as set out below, no Director has, or has held at any time during the last two years, any interest in the formation or promotion of the Company or in property acquired or proposed to be acquired by the Company.

Shares

The Directors of the Company and their interests in the share capital of the Company as at the date of this Supplementary Information Memorandum are set out below.

Name of Director	Number of Shares	Subscriber Shares	Nature of Interest
Graham P Norman	5,250*	1	Legal and Beneficial
Peter Moloney	Nil	Nil	Legal and Beneficial
Nancy L Caple	5,250	1	Legal and Beneficial
Alexander A Harris	550	1	Legal and Beneficial
Hans Heshusius	1,750	1	Legal and Beneficial
Jennifer M Grayling	Nil	Nil	Legal and Beneficial
Evelyn Stagg	1,000	-	Legal and Beneficial
Pasquale Verrocchi	10,250#	1	Legal and Beneficial

* Held jointly with spouse within Self Managed Super Fund.

5,250 in own name + 5,000 shares held in A/C for family member.

^ 5,250 held in family owned Company of which she is a director.

No Director holds shares in any related body corporate of the Company.

Under the Company's Constitution, the Company:

indemnifies its current and former officers against liability to third parties incurred arising out of the conduct of the business of the Company or in the discharge of their duties as officers; and is permitted to pay premiums for insurance policies insuring its Directors and officers against liability to third parties incurred arising out of the conduct of the business of the Company or in the discharge of their duties as officers.

Other Interests

Director Nancy Caple supplies products from her retail gift business that are provided to Branch Employees for Christmas presents. These are paid for at commercial prices.

Other benefits

No amounts have been paid or agreed to be paid (and no benefits have been given or agreed to be given) to a Director (or a proposed Director) to induce them to become, or to qualify as, a director of the Company.

Amendment at 7.6 Disclosure of Interests:

Other than as set out below, no person (referred to as a **Relevant Person**) named in this Information Memorandum as performing a function in a professional, advisory or other capacity in connection with the preparation or distribution of this Information Memorandum, no promoter of the Company and no stockbroker or underwriter has, or has held at any time during the last two years, any interest in the formation or promotion of the Company or in property acquired or proposed to be acquired by the Company.

The amounts paid, or agreed to be paid, and the nature and value of any benefits given or agreed to be given, to a Relevant Person or such a promoter, stockbroker or underwriter, for services provided in connection with the application for listing of the Company, and quotation of the Shares, on the Bendigo Stock Exchange (including preparation of this Information Memorandum) are as follows:

Nil

Amendment at 7.7 BSX Waivers (page 24 & 26):

The following amendments are made to item 7.7 partly as a result of recent constitutional changes effected by the Company:

Item (a) – delete the final sentence.

Item (c) – replace wording with:

Suspension of Dividend & Voting Rights

The Company intends to seek confirmation that the provisions in the Company's Constitution that suspend the rights of a shareholder to receive dividends or vote if they have a prohibited shareholding interest (see Section 7.3 above) are "appropriate and equitable" for the purposes of the BSX Listing Rule 4.4(g). BSX has indicated that any such confirmation will not extend to the base number test. However the company intends to make further representations in relation to this matter.

Item (d) – replace wording with:

Divestment of shares

The Company intends to seek confirmation that the provisions in the Company's Constitution that permit a divestment of shares if a shareholder has a prohibited shareholding interest (see Section 7.3 above) are “appropriate and equitable” for the purposes of the BSX Listing Rule 4.6(d). BSX has indicated that any such confirmation will not extend to the base number test. However the company intends to make further representations in relation to this matter.

Item (h) – delete

Item (i) – delete

Item (j) – delete

DIRECTORY

Directors

Graham Peter Norman (Chairman)

Nancy Louise Caple

Alexander Aaron Harris

Hans Heshusius

Evelyn Stagg

Pasquale Verrocchi

Peter Moloney

Jennifer Mary Grayling

Company Secretary

Pasquale Verrocchi

Registered Office

233 - 235 Lower Heidelberg Road

East Ivanhoe VIC 3079

Alterations

Each director of East Ivanhoe Community Corporation Limited has authorised the issue of this Supplementary Information Memorandum for lodgement with the Bendigo Stock Exchange.

Signed for and on behalf of East Ivanhoe Community Corporation Limited
ACN 095 312 744 on behalf of all directors by:

Director & Chairman – Graham Peter Norman

Director / Company Secretary – Pasquale Verrocchi

Dated:

East Ivanhoe Community Corporation Limited

ACN 095 312 744

**East Ivanhoe
COMMUNITY BANK[®] BRANCH OF BENDIGO BANK LIMITED**

INFORMATION MEMORANDUM

**for an application for admission to the Official List
of the Bendigo Stock Exchange**

IMPORTANT NOTICE

This Information Memorandum, dated 24 October 2005 has been prepared by East Ivanhoe Community Corporation Limited ACN 095 312 744 in connection with its application for listing and quotation of its shares on the Bendigo Stock Exchange. This document is not a prospectus and it will not be lodged with the Australian Securities and Investments Commission under the Corporations Act. It does not constitute or contain any offer of shares for subscription or purchase or any invitation to subscribe for or buy shares.

Bendigo Stock Exchange does not take any responsibility for the contents of this Information Memorandum. The fact that Bendigo Stock Exchange may admit East Ivanhoe Community Corporation Limited to the official list is not to be taken in any way as an indication of the merits of East Ivanhoe Community Corporation Limited.

Shareholders with enquiries about this information should contact East Ivanhoe Community Corporation Limited on (03) 9499 1213.

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EAST IVANHOE COMMUNITY CORPORATION LIMITED

(ACN 095 312 744)

This Information Memorandum outlines the existing operations of the Company. The Company operates the East Ivanhoe Community Bank[®] Branch of Bendigo Bank. The branch was established as part of the Bendigo Bank Community Banking[™] project, the terms of which are outlined in this document.

I encourage you to read this Information Memorandum closely, so that you understand the nature and prospects of the business.

The Directors will lodge this Information Memorandum with the Bendigo Stock Exchange in connection with the Company's application for listing and quotation of Shares on the Bendigo Stock Exchange. This application is being made in order to facilitate a secondary market for the trade of Shares (subject to the rules regarding share ownership described in the Company's Constitution and this Information Memorandum). Further details are set out in this Information Memorandum.

Our decision to proceed with this application was based on the Directors' belief that the trading of Shares in the Company should take place in an open and transparent market, and that it is in the best interests of the Company to do so.

Yours sincerely,

Graham Peter Norman

Chairman, East Ivanhoe Community Corporation Limited

1. Overview

1.1 Purpose of the Information Memorandum

This Information Memorandum has been prepared by the Company in connection with its application for listing, and quotation of its Shares, on the Bendigo Stock Exchange.

Under a Franchise Agreement with Bendigo Bank, the Company has established and manages the East Ivanhoe Community Bank[®] Branch of Bendigo Bank as a "franchise" of Bendigo Bank. The franchise arrangements and the business of the Company are described in detail in this Information Memorandum, especially Sections 3 and 6.

Please Note: This document is not a prospectus lodged with the Australian Securities and Investments Commission under the Corporations Act. It does not contain any offer of Shares for subscription or purchase or any invitation to subscribe for or buy Shares. This document relates to the proposed listing of the Company – not Bendigo Bank.

1.2 Description of the Listing Process

Under the BSX Listing Rules, each company applying for listing and quotation of its shares must either issue a prospectus or it must provide to the BSX a listing memorandum containing the information required by the BSX Listing Rules.

1.3 Capital Structure

There are currently 477,560 ordinary shares in the Company on issue. Of these, 477,550 were issued on 31 January 2001 under the Prospectus at an issue price of \$1.00 per Share.

The Company has not raised any capital for the three months before the date of this Information Memorandum and does not need to raise any capital for three months after the date of this Information Memorandum.

The capital structure of the Company is as follows:

	Ordinary Shares
Initial subscriber shares issued to the directors	10
Shares issued pursuant to the Company's Prospectus	477,550
TOTAL	477,560

It should be noted that, pursuant to the Constitution of the Company, each shareholder is entitled to only one vote, regardless of the number of Shares held. The Constitution also prohibits a shareholder from controlling or owning 10% or more of the Company.

The voting rights attaching to Shares and the ownership restrictions are discussed in Sections 7.2(a) and 7.3 below.

The amount of dividends and other distributions to shareholders that the Company may make in any 12-month period is limited by the terms of the Franchise Agreement with Bendigo Bank. You should refer to Section 5.2 of this Information Memorandum for a description of this limit.

1.4 Listing on the Bendigo Stock Exchange

Application will be made for listing of the Company and quotation of the Shares on the Bendigo Stock Exchange. Please see Section 5 of this Information Memorandum for a discussion of the risk factors relevant to quotation of the Shares and Section 7.7 for a discussion of the waivers and confirmations the Company requires from the Bendigo Stock Exchange. Admission to listing, quotation of the Shares and the granting of the necessary waivers and confirmations sought is at the absolute discretion of the Bendigo Stock Exchange, and so there is no guarantee that they will occur. Other risks associated with acquiring Shares in the Company are discussed in Section 5.

1.5 Supplementary Information Memorandum

A Supplementary Information Memorandum will be issued if, between the issue of this Information Memorandum and the date the Shares are quoted, the Company becomes aware that:

- a material statement in this Information Memorandum is false or misleading;
- there is a material omission from this Information Memorandum;
- there has been a significant change affecting a matter included in this Information Memorandum; or
- a significant new matter has arisen and it would have been required to be included in this Information Memorandum.

2. Directors

Details of the Directors of the Company are as follows:

Name	Graham Peter Norman
Date of Birth	15 June 1942
Occupation	Chartered Accountant
Background Information	Practiced as a Chartered Accountant locally for the last 24 years.
Resides	20 Kearn Street, Ivanhoe East Vic, 3079

Name	Colin Edwin Bales
Date of Birth	30 October 1949
Occupation	Chartered Accountant
Background Information	Practiced as a Chartered Accountant locally for over 25 years.
Resides	4 Madine Way, Eltham, Vic 3095

Name	Nancy Louise Caple
Date of Birth	16 November 1954
Occupation	Retailer
Background Information	Operated a retail giftware business for the last 17 years.
Resides	413 The Boulevard, East Ivanhoe Vic 3079

Name	Alexander Aaron Harris
Date of Birth	16 June 1942
Occupation	Building Contrator
Background Information	A building contractor who has lived locally for 10 years.
Resides	26 Odenwald Road, Eaglemont, Vic 3084

Name	Hans Heshusius
Date of Birth	23 April 1947
Occupation	Retailer
Background Information	30 years retailing experience specialising in pianos.
Resides	206 Lower Heidelberg Road, Ivanhoe East, Vic 3079

Name	Brian Frederick Overton
Date of Birth	9 July 1936
Occupation	Insurance Broker
Background Information	Operated in the Insurance Broking business for over 40 years.
Resides	49 Inverness Way, Balwyn North, Vic 3104

Name	Evelyn Stagg
Date of Birth	24 January 1950
Occupation	Teacher
Background Information	Teacher at Ivanhoe Girls Grammar School.
Resides	950 Heidelberg Road, Ivanhoe, Vic 3079

Name	Pasquale Verrocchi
Date of Birth	30 March 1944
Occupation	Building Supervisor
Background Information	Over 30 years experience in the banking industry.
Resides	157 Locksley Road, Ivanhoe, Vic 3079

3. Bendigo Bank Franchise

3.1 Bendigo Bank

Bendigo Bank had its origins on the Bendigo goldfield in 1858 when the settlement comprised thousands of makeshift tents and humpies clustered along the gold bearing gullies. Disturbed by the temporary and unsightly nature of these dwellings, a group of prominent citizens banded together to foster a sense of civic pride by providing finance for miners wishing to own their own homes. Thus was born the Bendigo Land and Building Society, which immediately began financing humble miners' cottages, some of which remain in the city today.

Within 30 years, Bendigo had established itself as one of the most gracious Victorian era cities in the world, its grand public buildings a monument to the vast riches produced by the deep reef miners.

As Bendigo prospered, so did its building society, which rapidly established a reputation for prudent financial management and ethical dealing. While other societies came and went, the Bendigo Land and Building Society grew steadily, declaring a profit in each year of its operation, even through the crises of the 1890s and 1930s Depressions.

Bendigo Bank converted to a bank on 1 July 1995, at which time it was Australia's oldest and Victoria's largest building society.

The past 20 years have seen Bendigo Land and Building Society, now Bendigo Bank, grow quickly and in the process merge with a number of other firms and building societies: the Bendigo and Eaglehawk Star (1978), Sandhurst (1983), Sunraysia (1985), Capital (1992) and Compass (1992), trustee company Sandhurst Trustees (1991), mortgage securitisation firm National Mortgage Market Corporation (1995) and Monte Paschi Australia Limited (1997). Sandhurst Trustees, National Mortgage Market Corporation and Monte Paschi (now Cassa Commerciale) are wholly-owned subsidiaries of Bendigo Bank. Bendigo Bank also operates a joint venture, with Elders Limited, called Elders Rural Bank. This joint venture is aimed at bringing banking services to farmers throughout Australia. In October 2000, Bendigo Bank acquired the Queensland-based First Australian Building Society.

The Bendigo Group now operates (itself and through franchises) approximately 314 branches and has assets of around \$9 billion. It is listed on the Australian Stock Exchange and is the only Australian bank with headquarters outside a capital city. Through Bendigo Bank and its subsidiary companies, the Bendigo Group provides a wide range of products including commercial mortgages and unsecured loans, investment products insurance and superannuation.

3.2 Community Banking™ Project

Bendigo Bank developed its Community Bank® project in response to the continuing closure of bank branches across Australia, and the subsequent effects on disenfranchised communities.

Community Bank[®] is a means by which communities with the will and enthusiasm can enhance their future prospects by securing a conduit to the finance system.

The aims of the Community Bank[®] project are threefold:

- to secure branch banking services for participating communities;
- to help these communities better manage locally-generated capital, and so provide them with a better return on their capital; and
- to enable participating communities to share in revenues generated from their Community Banking[™] enterprise.

Community Bank[®] draws on the greatest strength communities possess – their parochialism.

Through the potential to share in branch revenues, communities have the opportunity to generate profits which can be returned to support and develop the community via dividends to participating shareholders and through projects identified and agreed to by the community.

The Community Bank[®] project does this by providing communities with the opportunity to manage a community-owned branch of Bendigo Bank. It supposes that ownership of this management right provides local residents and businesses with a powerful incentive to conduct their financial affairs through their own local bank branch, thereby maximising revenue potential for the local enterprise.

Each branch operates as a franchise of Bendigo Bank, using the name, logo and system of operations of Bendigo Bank. The franchisees manage the Community Bank[®] Branches on behalf of Bendigo Bank, however all transactions with customers conducted through the Community Bank[®] Branches are effectively conducted between the customers and Bendigo Bank.

To date, Bendigo Bank has granted 161 to Community Bank[®] Branches, located in places such as Avoca, Bayswater, Bellarine Peninsula, Carrum Downs, Coleambally, East Gosford, East Malvern, Elwood, Goomalling, Henty, Kulin, Laverton, Maldon, Minyip and Rupanyup (combined franchise), Nathalia, Neerim South, Parkdale, Tambellup and Cranbrook (combined franchise), Toodyay, Toora, Upwey, Virginia, Warburton and Wentworth. Bendigo Bank has also granted a number of commercial franchises.

3.3 Community Interest (Our Beginnings)

A significant amount of work and public consultation was undertaken in relation to the feasibility of establishing the East Ivanhoe Community Bank[®] Branch of Bendigo Bank.

Following initial community interest in 1999, an original community company entered into arrangements with members of the Bendigo Group pursuant to which it acquired rights to manage a Community Bank[®] Branch of Bendigo Bank at East Ivanhoe. On 11 May 2001, the East Ivanhoe Community Bank[®] Branch of Bendigo Bank was opened.

Regulation of Franchising

The relationship between Bendigo Bank and the Company as franchisor and franchisee is governed by the Franchising Code of Conduct (**Franchising Code**).

The Franchising Code is a mandatory industry code of conduct for the purposes of Section 51ACA of the *Trade Practices Act 1974 (Cth)* (**TPA**). Section 51AD of the TPA makes a contravention of the Franchising Code a contravention of Part IVB of the TPA.

The Franchising Code requires a franchisor to provide a prospective franchisee with a disclosure document, to enable the prospective franchisee to make a reasonably informed decision about entering into the franchise. The Franchising Code prescribes the information that must be included in the disclosure document. Such a disclosure document was provided by Bendigo Bank to the Company.

The Franchising Code requires that, prior to entering into a franchise agreement with the Company, Bendigo Bank must have obtained from the Company a statement that the Company has received, read and had a reasonable opportunity to understand the Disclosure Document and the Franchising Code and statements as to whether the Company has obtained independent legal, accounting and business advice. The relevant statements were provided to Bendigo Bank by the Company, before the Franchise Agreement was entered into.

Franchise Arrangements

As noted, the Company has entered into a Franchise Agreement with Bendigo Bank that governs the management and operation by the Company of the East Ivanhoe Community Bank[®] Branch of Bendigo Bank.

The key features of the Franchise Agreement between the Company and Bendigo Bank are described below and in Section 6 of this Information Memorandum.

3.4 Activities of Company

Branch

The Company operates the East Ivanhoe Community Bank[®] Branch at 233 – 235 Lower Heidelberg Road, Ivanhoe East VIC.

East Ivanhoe Community Bank[®] Branch is open from Monday to Friday 9.00 a.m. – 5.00 p.m. and Saturday 9.00 a.m. – 12.00 p.m.

Manager and Employees

The Company employs a Branch Manager and 6 other staff. Each of these staff members has received Bendigo Bank training.

Products and Services

The Company provides a core range of products and services at the Branch, as determined by Bendigo Bank from time to time.

The products and services include the following:

- *deposit business*, for example, ultimate accounts, term deposits, "Money Extra", classic accounts, investment accounts and specialised rural accounts;
- *personal bank products and services*, for example, credit and debit cards, insurance and financial planning;
- *loans and lending products*, for example, home loans, investment loans, home equity loans, leasing, commercial loans, farm loans and personal loans;
- *investment products*, such as superannuation, Sandhurst Select products and common fund and tax-based savings products; and
- *cash and cheque facilities*, delivered through electronic means and ATM services.

All deposits are made with Bendigo Bank, and all personal and investment products are products of Bendigo Bank, with the Company facilitating the provision of those products.

All loans, leases or hire purchase transactions, issues of new credit or debit cards, temporary or bridging finance and any other transaction that involves creating a new debt, or increasing or changing the terms of an existing debt owed to Bendigo Bank, must be approved by Bendigo Bank. All credit transactions are made with Bendigo Bank, and all credit products are products of Bendigo Bank.

The products and services available to be offered through the East Ivanhoe Community Bank[®] Branch by the Company are not necessarily the same and may not be the same as those offered by other Bendigo Bank branches or franchises. However, the Company endeavours to ensure that the products and services offered will be appropriate for the requirements of its customers.

The Franchise Agreement provides for three types of revenue that may be earned by the Company.

First, the Company is entitled to 50% of the monthly gross margin earned by Bendigo Bank on products and services provided through the Company that are regarded as "day to day" banking business (ie 'margin business'). This arrangement also means that if the gross margin reflects a loss (that is, the gross margin is a negative amount), the Company effectively incurs 50% of that loss.

The second source of revenue for the Company is commission paid by Bendigo Bank on the other products and services provided through the Company (ie 'commission business').

The third source of revenue is that the Company may be entitled to a proportion of the fees and charges (that is, what are commonly referred to as 'bank fees and charges') charged to customers. This proportion (if any) is determined by Bendigo Bank, may vary between products and services and may be amended by Bendigo Bank from time to time.

3.5 Benefits of Franchise Arrangements

Name, Logo and Systems

As part of the franchise arrangements with Bendigo Bank, Bendigo Bank grants the Company the right to use its name, logo and system of operations and other relevant intellectual property rights including the trademarks “Community Bank” and “Community Banking” for the purpose of managing the Community Bank[®] Branch of Bendigo Bank. To the extent that it is able, Bendigo Bank also gives the Company reasonable access to all information and technology created or obtained by Bendigo Bank in connection with other franchises.

The Company has the benefit of all general advertising and promotions undertaken by Bendigo Bank, in addition to the local promotional activities undertaken by the Company itself (in accordance with the controls set out in the Franchise Agreement).

Assistance and Advice

Bendigo Bank provided significant assistance to the Company in establishing and maintaining the Community Bank[®] Branch. Bendigo Bank will continue to provide ongoing management operation and support, and other assistance and guidance in relation to all aspects of these Branches, including advice in relation to:

- methods and procedures for the sale of products and provision of services;
- security and cash logistic controls;
- the formulation and implementation of advertising and promotional programs; and
- sales techniques and proper customer relations.

Non-exclusive Franchise

The franchise granted under the Franchise Agreement is a non-exclusive franchise. That is, any member of the Bendigo Group is able to carry on any business (including the granting of franchises) anywhere. Further, Bendigo Bank (for example, through branches), any related body corporate of Bendigo Bank and any Bendigo Bank franchise are entitled to be located anywhere and to market to, or deal with, persons located anywhere.

Similarly, although the Community Bank Branch[®] can only be carried on by the Company from a location or locations approved by Bendigo Bank, the Company is entitled to market to, or deal with, persons located anywhere.

3.6 Duration of Franchise

Bendigo Bank granted the Company the franchise in respect of the East Ivanhoe Community Bank[®] Branch. Of these initial terms, 10 months remain in relation to the East Ivanhoe Community Bank[®] Branch. Pursuant to the Franchise Agreement, the Company may seek to extend the term of each franchise for (in total) two additional five year terms. A request to extend the term of a franchise must be made between 3 and 6 months prior to the end of the then existing term.

Bendigo Bank must agree to extend the term provided that the Company:

- is not in breach of the Franchise Agreement;
- secures continued rights to possession and use of each location from which the Branch is being conducted for the renewal period, and refurbishes each such location to the then current standards of Bendigo Bank franchises;
- provides the relevant statement required under the Franchising Code; and
- pays the Renewal Fee under the Franchise Agreement and Bendigo Bank's costs of renewing the Franchise Agreement.

Bendigo Bank has the ability to assign or novate its rights and obligations under the Franchise Agreement at any time. However, Bendigo Bank must not assign its obligations (without the consent of the Franchisee) unless the proposed assignee is either a related body corporate of Bendigo Bank, a person whose business includes the provision of financial services (and it is reasonable to expect that the person will be able to comply with its obligations under the Franchise Agreement) or a person who has entered into arrangements with Bendigo Bank and/or any of the foregoing, so as to enable that person to comply with its obligations under the Franchise Agreement. In any event, any assignee would have to continue to perform Bendigo Bank's obligations under the Agreement.

The Company may only dispose (in any way) of, or otherwise effect or permit a change of control or ownership of, the franchise, the Company or the Company's interest in the franchise, the Franchise Agreement, a franchise or the branch location with the prior written consent of Bendigo Bank and with the payment of a Transfer Fee to Bendigo Bank.

Bendigo Bank also has a pre-emptive right over the sale, transfer or disposal of the Company's interest in the franchise, or a Branch location.

The consequences of the termination of the franchise are discussed in Section 5.2 below.

3.7 Restrictions on Operations

Sole Purpose Company

The Franchise Agreement provides that, subject to the ability to provide ancillary services (see below), the Company must not carry on any business other than managing and operating the East Ivanhoe Community Bank[®] Branch of Bendigo Bank and it must not own or use any assets, or incur any liabilities, other than those directly associated with the franchise operation.

Competition Restrictions

The Company is also subject to covenants that restrict its activities both during the term of the franchise, and for a further three years after the franchise has terminated.

Pursuant to these covenants (contained in the Franchise Agreement), the Company must not (except in managing and operating the Community Bank[®] Branches under the Franchise Agreement):

- have any interest in an entity carrying on business that is substantially the same as that conducted by Bendigo Bank through its franchises, or is in competition with Bendigo Bank in relation to that business;
- seek to attract any customers or employees from Bendigo Bank or any of its franchisees; or
- otherwise interfere with the business being conducted by Bendigo Bank.

Similar restrictions apply to the Directors of the Company.

Bendigo Bank Involvement

Bendigo Bank retains a tight control over the day to day operations of the Company, including the provision by the Company to Bendigo Bank of regular and detailed reports. Bendigo Bank also has the right to inspect or audit the franchise records.

In particular, as noted above, the products and services supplied through the Company are determined by Bendigo Bank. As described in Section 3.4 above, all credit transactions must be approved by Bendigo Bank.

Further, the Company must only use Bendigo Bank's intellectual property (including its trademarks) licensed to the Company under the Franchise Agreement in accordance with the guidelines provided by Bendigo Bank.

3.8 The Company's Board of Directors

The management and control of the business and affairs of the Company is the responsibility of the Board of Directors. Under the terms of the Constitution, one third of the Directors (other than an 'exempt' Managing Director – if any) are required to retire at each annual general meeting (other than the Company's first annual general meeting). A retiring Director is eligible for re-election.

4. Financial information

The accounts attached at the back of this Information Memorandum are an extract of the Company's audited financial reports for the year ended 30 June 2005. This historical financial information is included for information purposes only. Past performance is not an indicator of future performance. No assurance or representation is given in relation to the future performance of the Company.

5. Risk factors

5.1 Introduction

There are a number of factors, which might have a significant impact on the future performance of the Company. An investment in the Company is not guaranteed by Bendigo Bank.

Particular investment risks arise due to the specific purpose for which the Company was established, that is, to manage a Community Bank[®] Branch of Bendigo Bank pursuant to a Franchise Agreement with Bendigo Bank.

An investment in the Company is also affected by the business risks to which the Company will be subject, which may affect the success of the Company and, accordingly, its ability to pay dividends and its ongoing operation.

The following Sections highlight some of the key risks associated with an investment in the Company. There may also be other risks.

5.2 Investment Risk

Dividends

The Directors intend that any profits of the Company will, as a general rule, be applied at the discretion of the Directors in one or more of the following ways:

- in payment of dividends to shareholders (subject to the limit described below);
- towards community or charitable projects as determined by the Directors from time to time; or
- as working capital.

The timing and payment of dividends is dependent on many factors, which affect future profits and the financial position of the Company. Dividends will be determined by the Directors according to actual results, financial position, capital requirements, operating costs and economic conditions at the time. There will also be an assessment by the Directors of the needs of any worthwhile community or charitable projects. Further, in recognition of the aims of the Company to deliver social and economic benefits to the community (in addition to, if possible, a return to shareholders), the Company has agreed that in any 12 month period, the aggregate of the profits or funds of the Company distributed to shareholders (whether by way of dividends, bonus shares or otherwise) must not, except in the case of a winding up, exceed the Distribution Limit. The Distribution Limit is the greater of:

- (a) 20% of the profit or funds of the Company otherwise available for distribution to shareholders in that 12 month period; and

- (b) subject to the availability of distributable profits, the Relevant Rate of Return multiplied by the average level of share capital over that 12 month period (as determined by Bendigo Bank in consultation with the Company). The Relevant Rate of Return is equal to the weighted average interest rate on 90 day bank bills over that 12 month period (as determined by Bendigo Bank) plus 5%.

Of course, the actual amounts distributed to shareholders may be less than the Distribution Limit.

To date, the company has paid dividends as follows:

- ❖ Financial Year ended 30/06/05: an Interim Unfranked Dividend of 5 cents per share paid on 10 December 2004.

Past performance is not an indicator of future performance. There is no guarantee that any dividends will be paid in the future.

Trading in Shares

The Company was established to provide community members with the opportunity to contribute to the establishment and ongoing operations of a Community Bank[®] Branch of Bendigo Bank. The community nature of the Company is reflected in the provisions of its Constitution relating to voting rights and limits on shareholding interests (see Sections 7.1 to 7.3 below).

Because of the community based nature of the Company, it is not envisaged that there will be significant trade in shares in the Company. Accordingly, there may be limited opportunities for members to recoup their investment in the Company by disposing of their Shares.

In particular, while the Directors intend to apply for listing, and quotation of the Shares, on the Bendigo Stock Exchange, granting of these applications (and of the waivers and confirmations required by the Company, as discussed in Section 7.7 below) is at the discretion of the Bendigo Stock Exchange. They may either not be granted at all or alternatively may be granted subject to conditions that are not satisfactory to the Company. In either case, listing and quotation may not proceed. Further, as listing and quotation impose additional obligations and costs on the Company, it is possible that in the future, the Directors will form the view that listing and quotation is no longer in the best interests of the Company.

Even if listing and quotation occur, it is not anticipated that an active market for trading of the Shares will develop. If the market for the Shares is not liquid, it is possible that the market price of the Shares may not reflect the true underlying value of the Company.

Further, the market price of the Shares will fluctuate due to various factors, including general movements in the Australian equity market (which, in turn, is influenced by the international equity markets), investor perceptions, local and worldwide economic conditions, movements in interest rates and specific factors affecting the performance and financial position of the Company and its business.

In addition, in the case of many companies listed on a stock market, it is possible that their share price may include a “control premium” to reflect the fact that a person may wish to acquire sufficient shares in the company to gain control of the company and, to do so, the acquirer would need to pay a premium above the underlying share price. It is unlikely that such a premium will be present in the case of the Shares (or will be paid by an acquirer), given the restrictions on share ownership in the Constitution and the fact that a change of control of the Company may trigger a termination of the Franchise Agreement.

It is possible that the market price of the Shares may be lower than the issue price under the Offer or otherwise may not reflect the true underlying value of the Company or its performance. Whilst this risk applies to all investments in any securities on any stock market, it applies particularly so here given the community nature of the Company (for example, the restriction on dividend payments), the limitations on share ownership, the restrictions on the business activities of the Company and the likelihood of an illiquid market.

Termination of Franchise

The Franchise Agreement provides for a maximum possible term for each franchise of 15 years (see Section 3.6 above), after which the continued operation of each Community Bank[®] Branch will be subject to further negotiations with Bendigo Bank. Bendigo Bank also has broad rights to terminate the Franchise Agreement or a franchise (see Section 6 below), in particular, if a Community Bank[®] Branch is not profitable. If the Franchise Agreement itself is terminated, the franchise would also terminate.

The Company is not entitled to any payment upon termination of the Franchise Agreement or of any franchise, though it would be entitled to the net proceeds of the sale or transfer of a franchise if, at its discretion, Bendigo Bank proceeded with such a sale or transfer after termination (see Section 6 below).

There are no restrictions on where Bendigo Bank (or any of its related bodies corporate or other Bendigo Bank franchisees) may carry on business or be located (either before, during or after the term of the Franchise Agreement – see Section 3.7 above).

On the expiration or earlier termination of the Franchise Agreement, the Company is prohibited from carrying on a substantially similar business for three years.

There are also restrictions on the ability of the Company to dispose of its rights in the franchise, the Franchise Agreement or a branch location (see Section 3.6 above).

5.3 Business Risks

Sole Purpose Company

The Company is essentially a sole purpose company.

Subject to the ability to provide ancillary services that have been approved by Bendigo Bank, the Company's only business is managing a Community Bank[®] Branch of Bendigo Bank.

Level of Banking Business

Although all transactions conducted through the Branch are conducted with Bendigo Bank, the effect of the gross margin sharing arrangement (as described in Section 3.4) is that the Company bears the risk of generating sufficient income from the banking business to derive a profit.

The ability of the Company to generate new business is subject to factors beyond the control of the Company.

The level of banking business conducted through the East Ivanhoe Community Bank[®] Branch is affected by general economic conditions, in particular, the effect of interest rate movements on the interest rates offered by Bendigo Bank.

As part of the Community Bank[®] concept, the East Ivanhoe Community Bank[®] Branch was established, in part, given the level of banking facilities then available. It should be recognised that the Company faces competition from other financial service providers (including, possibly, other branches and franchises of Bendigo Bank) whether located in East Ivanhoe or in nearby communities or that are able to deliver such services remotely (for example, through the internet or over the phone). It is also possible that, in the future, other financial service outlets could seek to open in East Ivanhoe.

Branch Operations

Like any small business, the Branch Manager and employees have a key role in the success of the Community Bank[®] Branch. The Manager and employees are responsible for promoting the Branch, and providing a level of service and support that will engender ongoing relationships with customers. The ability of the Manager to communicate effectively with representatives of Bendigo Bank, and represent the interests of the Branch, is critical to the smooth operation of the Branch.

Although all deposits made through the East Ivanhoe Community Bank[®] Branch are transferred to Bendigo Bank, the Company bears the risk of implementing procedures for handling and transferring such deposits.

5.4 Relationship with Bendigo Bank

Success of Bendigo Bank

The East Ivanhoe Community Bank[®] Branch operates under the Bendigo Bank name and (subject to any ancillary services that may be approved by Bendigo Bank) only provide Bendigo Bank products and services.

Accordingly, the success of the Company is, to a significant degree, dependent on the standing and success of Bendigo Bank.

The products and services provided through the Company, and the income that Bendigo Bank (and, accordingly, the Company) is able to earn on those products and services, will be subject to the competitive pressures facing Bendigo Bank generally and the impact of economic conditions and other factors on the business of Bendigo Bank.

Approvals

As described in Section 3.7 above, many of the Company's business decisions (including the products and services made available, the annual budgets and the credit business generated through the branch) are subject to the approval of Bendigo Bank.

It is clear that the Company and Bendigo Bank have a common interest in the success of the Company. However, as noted above, communication between the Company and Bendigo Bank will be critical to ensuring that Bendigo Bank understands the particular requirements of each Community Bank[®] Branch and decisions in respect of the branch operations are made accordingly.

Bendigo Bank Claims

Pursuant to a broad indemnity in the Franchise Agreement, the Company is responsible for certain claims made against Bendigo Bank in connection with the operation of the Community Bank[®] Branch (see Section 6).

5.5 Other Factors

Regulatory Environment

Although the Company does not carry on banking business, by managing a Community Bank[®] Branch of Bendigo Bank it effectively is subject to the regulatory environment in which Bendigo Bank operates. In particular, decisions of APRA that affect Bendigo Bank may also have an impact on the business conducted by the Company.

Economic Conditions

As noted above, the Company's business will be affected by changes in economic conditions both directly and indirectly through the effect such changes may have on Bendigo Bank. Relevant factors include market growth, inflation, movements in interest rates and exchange rates and the level of loan defaults.

Government Policies and Legislation

The Company's business may be affected by changes to government policies, including those relating to prudential supervision, taxation and regulation of financial services industries. Again, such changes may affect the Company directly or indirectly as a result of their impact on Bendigo Bank.

6. Franchise Agreement

The Franchise Agreement establishes the relationship between the Company and Bendigo Bank, and sets out the parameters within which the Company must operate. The Franchise Agreement defines the business conducted by the Company and, accordingly, is critical to an assessment of the Company.

The provisions of the Franchise Agreement have been described in detail in Sections 3 and 5 of this Information Memorandum.

The following is a brief summary of the key provisions of the Franchise Agreement.

Grant of Rights

Bendigo Bank grants the Company the right to use Bendigo Bank's system of operations and certain intellectual property rights to manage and operate the East Ivanhoe Community Bank[®] Branch.

Term

The initial term of the Franchise in respect of the East Ivanhoe Community Bank[®] Branch is five years (see Section 3.6). In respect of each Franchise, provided certain conditions are met at the end of each five year term, at the request of the Company, Bendigo Bank will extend the term of the Franchise for a maximum of two further five year terms (see Section 3.6).

Branch Operations

There are strict controls on the Company in relation to the operations of the Community Bank[®] Branch. In particular, the Company must only offer the products and services specified by Bendigo Bank, it must comply with Bendigo Bank's promotions, it (and its staff) must comply with the operating manuals supplied by Bendigo Bank, it must seek the prior approval of Bendigo Bank to its promotional activities and material, public communications, signs and stationery, and there are tight controls over the use of Bendigo Bank's intellectual property.

Payments/Receipts

The Company is responsible for all ongoing costs in relation to the Branch and the Branch location (including, for example, all staff costs, rent, outgoings and insurance).

For each Franchise, or each additional five year period, the Company must pay a Renewal Fee, the reasonable costs of training to be provided by Bendigo Bank to the Company's employees and the costs of Bendigo Bank of renewing the Franchise (including legal fees).

The revenue the Company is entitled to receive is described in Section 3.4 above.

You should refer also to Section 5.2 of this Information Memorandum or a description of the limit, contained in the Franchise Agreement, on distributions by the Company to its shareholders.

Indemnity

The Company indemnifies Bendigo Bank against all third party claims that may be brought against Bendigo Bank in connection with the conduct of the franchise or the franchise operations (ie the management of the Community Bank[®] Branch), the activities of the Company or its employees at or near the Community Bank[®] Branch premises and any other unauthorised act, default, dishonesty, negligent act or omission or fraudulent conduct of the Company or any of its officers, employees or agents.

Bendigo Bank indemnifies the Company against all third party claims that may be brought against the Company to the extent that such claims result from a misleading or deceptive statement in, or a misleading or deceptive omission from, the products or services specified by Bendigo Bank to be offered to customers, certain actions by employees of Bendigo Bank or any related promotional materials or manuals supplied by Bendigo Bank. Other potential liability on Bendigo Bank is, to the extent permitted, excluded.

Termination

Bendigo Bank may terminate the Franchise Agreement in various circumstances, including if:

- the Company breaches the Franchise Agreement;
- the Company engages in fraudulent or dangerous conduct, becomes insolvent or fails to pay its debts on time;
- the Company is convicted of a “serious offence” (as defined under the Franchising Code) or, without limiting the foregoing, the Company or any member of Staff, is convicted of an offence where, in the reasonable opinion of Bendigo Bank, that conviction materially and adversely affects Bendigo Bank and/or the name, goodwill or good reputation of the franchise, Bendigo Bank’s system of operations or other Bendigo Bank franchises;
- the Company carries on the franchise in a manner that harms or adversely affects, or may harm or adversely affect materially, the good name, goodwill or good reputation of Bendigo Bank, Bendigo Bank’s business, the franchise, Bendigo Bank’s system of operations or other Bendigo Bank franchises, including if the Company (or its staff) engage in misleading or deceptive conduct;
- the Company takes (or omits) to take an action that, under the Franchising Code, permits Bendigo Bank to immediately terminate the Franchise Agreement (eg the Company abandons the branch, carries it

on in a way that endangers public health or safety or agrees to terminate the Franchise Agreement);

- the Company operates the business from a location not previously approved by Bendigo Bank;
- there is, without Bendigo Bank's prior written consent, a change in the underlying ownership or control of the Company, the franchise, or the Company's interest in the Franchise Agreement or a Branch location (this can be deemed to occur for certain changes to the Directors of the Company or if the Company's control/ownership limit is breached - see Section 7.3 below);
- the Manager of a Community Bank[®] Branch becomes unable to perform his or her duties for an extended period, without suitable replacement;
- a Community Bank[®] Branch is not profitable; or
- there is an amendment to, renewal of, or alteration of the effect of, a rule or clause of the Company's constituent documents, without the approval of Bendigo Bank.

The Company may terminate the Franchise Agreement if Bendigo Bank materially breaches the Franchise Agreement.

The procedures for termination (either by Bendigo Bank or by the Company) are set out in the Franchise Agreement.

In certain circumstances, where there has been a breach of the Franchise Agreement by the Company, the right to carry on the franchise is suspended until the breach is rectified or the Franchise Agreement is terminated.

Upon termination of the Franchise Agreement, there is no obligation on Bendigo Bank to sell or transfer the franchise. However, if such a sale or transfer did proceed, the Company would be entitled to the proceeds received (less the costs of the sale or transfer and certain debts owed by the Company, if any).

7. Additional Information

7.1 Constitution

The rights attaching to Shares (Section 7.2) and the prohibition on shareholding interest (Section 7.3) set out in the Company's Constitution are summarised below.

7.2 Rights Attaching to Shares

The Shares are fully paid ordinary shares.

Set out below is a summary of the principal rights attaching to the Shares.

(a) Voting rights

Subject to some limited exceptions, each member has the right to vote at a general meeting. On a show of hands or a poll, each person present

as a member, attorney, corporate representative or by proxy, has one vote, regardless of the number of Shares held.

The purpose of the limitation on voting rights is to reflect the nature of the Company as a community based company, by providing that all members of the community who have contributed to the establishment and ongoing operation of the Community Bank[®] Branch have the same ability to influence the operation of the Company.

(b) Dividends

Generally, dividends are payable to members in proportion to the amount of the share capital paid up on the shares held by them, subject to any special rights and restrictions for the time being attaching to shares. The Franchise Agreement with Bendigo Bank contains a limit on the level of profits or funds that may be distributed to shareholders. You should refer to Section 5.2 of this Information Memorandum for a description of this limit. There is also a restriction on the payment of dividends to certain shareholders if they breach the 10% share owning limit (see Section 7.3 below).

(c) Transfer

Generally, ordinary shares are freely transferable. However, the Directors have a discretion to refuse to register a transfer of shares. For example, the Directors may refuse to register a transfer that would result in a shareholder holding a prohibited shareholding interest (see Section 7.3 below). Subject to the foregoing, shareholders may transfer shares by a proper transfer effected in accordance with the Company's Constitution, the Corporations Act and the rules of the Bendigo Stock Exchange.

The Directors understand that, if the Shares are quoted on the Bendigo Stock Exchange, it is likely that brokers may require a statutory declaration from the transferee confirming that the transfer will not breach any of the shareholding ownership restrictions that apply (see Section 7.3 below).

(d) Winding up

If the Company is wound up, then subject to any special or preferential rights attaching to any class of shares, shareholders will be entitled to participate in any surplus assets of the Company in proportion to the capital paid up on their shares when the winding up begins.

If the assets available for distribution amongst shareholders are insufficient to repay the whole of the paid up capital, then those assets will be distributed in proportion to the capital paid up on shares when the winding up begins.

Notwithstanding the above, if the Company is wound up, the liquidator has the discretion to divide among all or any of the shareholders in specie or in kind any part of the Company's assets. The division may be carried

out as the liquidator thinks fit, subject to the right of any shareholder prejudiced by the division to dissent. Any dissenting shareholder has ancillary rights as if the determination made by the liquidator were a special resolution passed under the Corporations Act relating to the transfer of the Company's assets by a liquidator in a voluntary winding up (see, in particular, Chapter 5 of the Corporations Act, especially section 507).

7.3 Prohibited Shareholding Interest

A member is prohibited from controlling or owning 10% or more of the shares in the Company (a "prohibited shareholding interest").

Similarly to the voting rights, the purpose of this shareholding limit is to reflect the community based nature of the Company, by ensuring that the Board can prevent ownership of the Company being concentrated in the hands of a small number of community members.

In summary, a person will be deemed to own the shares in the Company in which the person has a relevant interest and the shares in which the person's associates have a relevant interest. (The terms 'relevant interest' and 'associate' have the same meaning as in the Corporations Act, subject to some modifications as set out in the Company's Constitution). Also, a person is deemed to control the votes that the person, and the person's associates, can cast or control the casting of on a resolution to elect a director of the Company.

The effect of these definitions is that, for example, if the aggregate of the shares owned (legally or beneficially) by a person plus the shares owned (legally or beneficially) by members of the person's immediate family, equal or exceed 10% of the shares in the Company, the person has a prohibited shareholding interest. Similarly, if the votes a person can control the casting of on a resolution to elect a director, plus the votes that members of the person's immediate family can control the casting of on such a resolution, equal or exceed 10% of the votes that could be cast by all shareholders on such a resolution, that person has a prohibited shareholding interest. A person's "immediate family" includes a person's spouse, defacto spouse, parent, son, daughter, brother or sister or a spouse or defacto spouse of any of the preceding persons.

Where a person has a prohibited shareholding interest, the voting and dividend rights attaching to the shares in which the person (and his or her associates) have a relevant interest in excess of 10% of the Company, are suspended.

The Board has the power to request information from a person who has (or is suspected by the Board of having) a legal or beneficial interest in any shares in the Company or any voting power in the Company, for the purpose of determining whether a person has a prohibited shareholding interest. If the Board becomes aware that a member has a prohibited shareholding interest, it must serve a notice requiring the member (or the member's associate) to dispose of the number of Shares the Board considers necessary to remedy the breach. If a person fails to comply with such a notice within a specified period (that must be between three and six months), the Board is authorised to sell the specified

Shares on behalf of that person. The holder will be entitled to the consideration from the sale of the Shares, less any expenses incurred by the Board in selling or otherwise dealing with those shares.

In the Constitution, members acknowledge and recognise that the exercise of the powers given to the Board may cause considerable disadvantage to individual members, but that such a result may be necessary to enforce the prohibition.

7.4 Taxation Implications

The following is intended only as a general summary and does not purport to be a complete statement of all tax consequences that may be relevant to the issue of ordinary shares in the Company. The taxation implications of investing in the Company may vary depending on the individual circumstances of investors. The information provided is a brief explanation of the potential taxation implications for Australian resident investors.

All investors should consult their adviser about the taxation implications of investing in the Company relevant to their own particular circumstances.

An acquisition of ordinary shares by a resident of Australia will be an acquisition for capital gains tax (**CGT**) purposes.

A resident of Australia may be assessed in respect of a net capital gain for CGT purposes on disposal of their ordinary shares.

Generally, a net capital gain is determined by reference to the excess (if any) of the consideration received for the ordinary shares over the cost base of the ordinary shares. The amount of the excess will constitute the amount of capital gain unless the investor is entitled to a CGT discount, which is only available to individuals, superannuation funds and, in certain situations, trust investors. The CGT discount is calculated as follows. In the case of an investor who holds their shares for at least 12 months after the date of acquisition of the shares, the capital gain will be reduced by 50% (where the investor is an individual) or 33¹/₃% (where the investor is a superannuation fund) in the hands of the investor. In the case of trust investors, the calculation of the CGT discount is complex, and specific advice should be obtained.

Any capital loss (namely the excess of the cost base of the ordinary shares over the consideration received for those shares) with respect to the shares can generally be offset against capital gains realised by the investor in the same year or in later years. However, if there are net capital gains to which the investor is entitled to a CGT discount, any capital losses must be offset against the net capital gains realised by the investor before the CGT discount is applied to the net capital gains

Certain investors, for example those who carry on business of share trading, may be liable to tax in respect of any profit on the disposal of ordinary shares as ordinary income.

Investors who are resident individual shareholders (or a resident superannuation fund) and who receive dividends from the Company must include in their assessable income the amount of the dividend together with any franking credits

attached to the dividend. Income tax is calculated on this total amount and investors will generally be entitled to claim a rebate equal to any franking credits attaching to the dividend. Any excess rebate over and above the total tax payable can be refunded to investors.

A resident corporate shareholder that is:

- a public company for tax purposes – is entitled to a rebate of tax only to the extent of the franked portion (if any) of any dividends received; and
- a private company for tax purposes - is entitled to a rebate only to the extent of the franked portion (if any) of any dividends received.

Companies are generally entitled to credit their franking account for the franked amount of any dividend.

7.5 Directors' Interests

Other than as set out below, no Director has, or has held at any time during the last two years, any interest in the formation or promotion of the Company or in property acquired or proposed to be acquired by the Company.

Shares

The Directors of the Company and their interests in the share capital of the Company as at the date of this Information Memorandum are set out below.

Name of Director	Number of Shares	Subscriber Shares	Nature of Interest
Graham P Norman	5,250*	1	Legal and Beneficial
Colin E Bales	550	1	Legal and Beneficial
Nancy L Caple	-	1	Legal and Beneficial
Alexander A Harris	550	1	Legal and Beneficial
Hans Heshusius	1,750	1	Legal and Beneficial
Brian F Overton	-	1	Legal and Beneficial
Evelyn Stagg	500	-	Legal and Beneficial
Pasquale Verrochi	10,250#	1	Legal and Beneficial

* Held jointly with spouse within Self Managed Super Fund.	# 5,250 in own name + 5,000 shares held in A/C for family member.
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No Director holds shares in any related body corporate of the Company.

Indemnity

Under the Company's Constitution, the Company:

- indemnifies its current and former officers against liability to third parties incurred arising out of the conduct of the business of the Company or in the discharge of their duties as officers; and
- is permitted to pay premiums for insurance policies insuring its Directors and officers against liability to third parties incurred arising out of the conduct of the business of the Company or in the discharge of their duties as officers.

Other Interests

Director Colin Bales receives professional fees for Accounting Services. The professional fees are at 'arms length' at a commercial rate.

Director Nancy Caple supplies products from her retail gift business that are provided to Branch Employees for Christmas presents. These are paid for at commercial prices.

Other benefits

No amounts have been paid or agreed to be paid (and no benefits have been given or agreed to be given) to a Director (or a proposed Director) to induce them to become, or to qualify as, a director of the Company.

7.6 Disclosure of Interests

Other than as set out below, no person (referred to as a **Relevant Person**) named in this Information Memorandum as performing a function in a professional, advisory or other capacity in connection with the preparation or distribution of this Information Memorandum, no promoter of the Company and no stockbroker or underwriter has, or has held at any time during the last two years, any interest in the formation or promotion of the Company or in property acquired or proposed to be acquired by the Company.

The amounts paid, or agreed to be paid, and the nature and value of any benefits given or agreed to be given, to a Relevant Person or such a promoter, stockbroker or underwriter, for services provided in connection with the application for listing of the Company, and quotation of the Shares, on the Bendigo Stock Exchange (including preparation of this Information Memorandum) are as follows:

Nil

7.7 BSX Waivers

In connection with the proposal for the listing of the Company, and the quotation of the Shares, on the Bendigo Stock Exchange, it is anticipated that the Company will require a number of waivers and confirmations from the Bendigo Stock Exchange. (These are in addition to the other requirements for listing and quotation that must be satisfied).

The Directors have had discussions of a preliminary nature with the Bendigo Stock Exchange about the waivers and confirmations required. However, the granting of these waivers and confirmations is at the absolute discretion of the Bendigo Stock Exchange and, if given, may be given subject to conditions. The main waivers and confirmations to be sought are as follows.

(a) Company's Constitution

The Company intends to seek confirmation that, for the purposes of BSX Listing Rule 1.2(b), the Company's Constitution is consistent with the BSX Listing Rules (as modified by the waivers and confirmations referred to in this Section). Further, the Company intends to request a waiver from the requirement in BSX Listing Rule 11.14 that its Constitution must contain certain provisions relating to restricted securities.

(b) Voting Rights

The Company intends to request a waiver from the requirement in BSX Listing Rule 4.3(b) that, on a poll, each shareholder must have one vote for each fully paid share held. As noted above (see Section 7.2(a)), each shareholder in the Company will have only one vote, regardless of the number of shares held.

(c) Suspension of Dividend & Voting Rights

The Company intends to seek confirmation that the provisions in the Company's Constitution that suspend the rights of a shareholder to receive dividends or vote if they have a prescribed shareholding interest (see Section 7.3 above) are "appropriate and equitable" for the purposes of the BSX Listing Rule 4.4(g).

(d) Divestment of shares

The Company intends to seek confirmation that the provisions in the Company's Constitution that permit a divestment of shares if a shareholder has a prescribed shareholding interest (see Section 7.3 above) are "appropriate and equitable" for the purposes of the BSX Listing Rule 4.6(d).

(e) Tests for listing

In order to list, among other things, a company must satisfy the "spread test" (ie it must have a certain specified number of shareholders each holding at least a certain specified value of shares) and it must satisfy either the "profits test" (ie among other things, it must have earned a certain level of profits over the past three years) or the "assets test" (ie it must have assets of a certain value): see BSX Listing Rules 1.1 to 1.7. It is not expected that the Company will be able to satisfy any of these tests. Accordingly, the Company intends to request a waiver from the requirement to comply with each test.

(f) Ongoing Operations

Under the BSX Listing Rules, there is a requirement for a listed entity to maintain a level of operations and financial stability that, in the BSX's opinion, is sufficient for the entity to remain on the BSX official list (see BSX Listing Rule 9.1). There is also a requirement to maintain a spread of security holders in a company's main class of securities which, in the BSX's opinion, is sufficient to ensure that there is an orderly market in securities (see BSX Listing Rule 9.2). The Company intends to seek confirmation from the BSX that the level of business contemplated by the Company, and the expected shareholder spread, will be sufficient for the purposes of these rules.

(g) Rights attaching to shares

The Company intends to seek confirmation from the BSX that, for the purposes of BSX Listing Rule 2.1(a), the rights attaching to the Shares satisfy the requirements of chapter 4 of the BSX Listing Rules (as modified by the waivers and confirmations described in this Section) and that, for the purposes of BSX Listing Rule 4.1, the rights attaching to the Shares are "appropriate and equitable".

(h) Limit on New Shares Issues

The Company intends to seek confirmation that, to the extent that the limit on new share issues in BSX Listing Rule 5.2 applies to the issue of Shares under the Prospectus, the issue is approved by the BSX for the purposes of that rule.

(i) Registration of share transfers

The Company intends to request a waiver from BSX Listing Rule 6.3 in order to permit the Directors of the Company to prevent a share transfer at their discretion.

(j) Rotation of directors

The Company intends to request a waiver from BSX Listing Rule 11.20 (which requires the retirement by rotation of Directors) but only to the extent that the Company complies with the Directors' retirement by rotation procedures set out in the Company's Constitution.

7.8 Consents

- (a) **Bendigo Bank** has given and has not, before the issue of this Information Memorandum withdrawn its written consent to be named in this Information Memorandum in the form and context in which it is named. It has not authorised or caused the issue of this Information Memorandum.

8. Definitions

APRA	Australian Prudential and Regulatory Authority.
Bendigo Bank	Bendigo Bank Limited (ABN 11 068 049 178).
Bendigo Group	Bendigo Bank and its related bodies corporate.
Bendigo Stock Exchange or BSX	BSX Limited (ACN 087 708 898).
BSX Listing Rules	Listing rules of the BSX.
Company	East Ivanhoe Community Corporation Limited CAN 095 312 744
Corporations Act	Corporations Act 2001 (Cth).
Disclosure Document	The disclosure document provided to the Company by Bendigo Bank under the Franchising Code.
Franchise	The rights granted to the Company under the Franchise Agreement.
Franchise Agreement	The agreement dated 30 January 2001, between Bendigo Bank and the Company (and the Directors) under which the Company was granted the rights to manage and operate the Community Bank [®] Branch of Bendigo Bank, subject to the terms and conditions of the agreement.
Franchise	Has the meaning given in Section 3.5.
Franchising Code	Franchising Code of Conduct.
Prospectus	The prospectus dated 31 January 2001, issued by the Company.
Shares	Ordinary shares in the Company

Each Director of the Company has consented to the lodgement of this Information Memorandum with the Bendigo Stock Exchange.

Signed for and on behalf of the Company by each Director:

Graham Peter Norman

Colin Edwin Bales

Nancy Louise Caple

Alexander Aaron Harris

Hans Heshusius

Brian Frederick Overton

Evelyn Stagg

Pasquale Verrocchi

DIRECTORY

Directors

Graham Peter Norman

Colin Edwin Bales

Nancy Louise Caple

Alexander Aaron Harris

Hans Heshusius

Brian Frederick Overton

Evelyn Stagg

Pasquale Verrocchi

Company Secretary

Pasquale Verrochi

Registered Office

C/- Colin Bales F.C.A

Suite 4, 251 Lower Heidelberg Road

Ivanhoe East VIC 3079

EAST IVANHOE COMMUNITY CORPORATION LIMITED
ABN: 62 095 312 744

FINANCIAL REPORT FOR THE YEAR ENDED
30 JUNE 2005

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Directors' report 30 June 2005

The Directors present their report on the financial statements of the East Ivanhoe Community Corporation Ltd ("the Company") for the year 1 July 2004 to 30 June 2005.

Directors

The names of the Directors in office at any time during or since the end of the year are:

Graham R. Norman (Chairman)

Nancy L. Caple

Brian F. Overton

Alexander A. Harris

Pasquale Verrocchi

Hans Heshusius

Colin E. Bales

Evelyn Stagg

Judith Clark (resigned 18th April 2005)

The Directors have been in office since the date of the last report unless otherwise stated.

Operating results

The profit from ordinary activities of the Company, after providing for income tax, for the financial year from 1 July 2004 to 30 June 2005 was \$194,998 (2004 \$133,829).

Review of operations

The Company was incorporated as a public Company on 6 December 2000.

The Company has been formed for the purpose of operating a Community Bank® in East Ivanhoe through a Bendigo Bank Franchise.

Dividend

An unfranked dividend of \$23,878 was paid on 10 December 2004.

Significant changes in state of affairs

There were no significant changes in the state of the affairs of the Company during the year from 1 July 2004 to 30 June 2005.

After balance date events

The Directors are not aware of any matters or circumstances that have arisen since the end of the financial year which significantly affected or may significantly affect the operations, the results of those operations, or the state of affairs of the Company in future financial years.

Directors' report 30 June 2005 continued

Future developments

The likely developments and expected results of those operations in future financial years are as follows: The Company proposes in accordance with its Constitution to continue operating a Community Bank® under the franchise agreement.

Environmental issues

The Company's operations are not regulated by any significant environmental regulation under a law of the Commonwealth, State or Territory.

Information on Directors

The Directors in office at the date of this report together with their qualifications, experience and special responsibilities are:

Mr Graham Peter Norman

Appointed 6 December 2000. He has been a practising Chartered Accountant for the past 20 years. Lives locally.

Mr Brian Frederick Overton

Appointed 6 December 2000. He has operated an Insurance Broking business for over 40 years.

Mrs Nancy Louise Caple

Appointed 6 December 2000. She has operated a retail giftware business for the last 17 years. Lived in area for over 20 years.

Mr Hans Heahusius

Appointed 6 December 2000. He has over 30 years retailing experience specialising in pianos. Lived in area for over 20 years.

Mr Alexander Aaron Harris

Appointed 6 December 2000. A building contractor who has lived locally for 10 years.

Mr Colln Edwin Bales

Appointed 6 December 2000. He has been a Chartered Accountant for over 25 years, practising in the shopping strip for that time.

Mr Pasquale Verrocchi

Appointed 6 December 2000. He has over 30 years banking experience and lives locally.

Ms Evelyn Stagg

Appointed 13 May 2002. She has lived in the area for many years and is a teacher at Ivanhoe Girls Grammar School.

Ms Judith Clark

Appointed 24th September 2004. Lives locally and is involved in many community groups and activities.

Directors' report 30 June 2005 continued

Meetings of Directors

The number of meetings of the Company's Directors held during the year ended 30 June 2005 and the number of meetings attended by each Director was:

	Number of Meetings	Number of Attendances
Graham R Norman	11	8
Nancy L. Cople	11	9
Brian F. Overton	11	9
Alexander A. Harris	11	6
Pasquale Verrocchi	11	10
Hans Heshusius	11	10
Colin E. Bales	11	10
Evelyn Stagg	11	8
Judith Clark (resigned Apr.2005)	11	7

Corporate Governance

In recognising the need for the highest standard of corporate behaviour and accountability, the Directors support and have adhered to the principles of corporate governance.

Options

No options over issued shares or interests in the Company were granted during or since the end of the financial year and there were no options outstanding at the date of this report.

Indemnify of Officers and Auditors

The Company has paid insurance premiums in respect of the Director's and Officers Liability - Company Reimbursement Insurance to insure the Directors disclosed in this report and certain officers of the Company. The amount of the premium was \$5,143 and covers the manager and loans officer as well as the Directors.

Proceedings on behalf of Company

No person has applied for leave of Court to bring proceedings on behalf of the Company or intervene in any proceedings to which the Company is a party for the purpose of taking responsibility on behalf of the Company for all or any part of those proceedings. The Company was not a party to any such proceedings during the year.

Directors' report 30 June 2005 continued

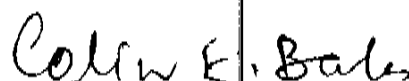
Auditor's Independence Declaration

A copy of the auditor's independence declaration as required under section 307c of the Corporations Act 2001 is attached to this financial report.

Signed in accordance with a resolution of the Board of Directors by:



Graham P. Norman
Director



Colin E. Bales
Director

29 August 2005

Directors' declaration

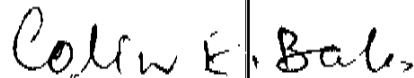
The Directors of the Company declare that:

1. The financial statements and notes are in accordance with the Corporations Act 2001:
 - (a) give a true and fair view of the Company's financial position as at 30 June 2005 and of its performance for the year from 1 July 2004 to 30 June 2005; and
 - (b) comply with Australian Accounting Standards and the Corporations Regulations 2001.
2. In the Directors' opinion there are reasonable grounds to believe that the Company will be able to pay its debts as and when they become due and payable.

This declaration is made in accordance with a resolution of the Board of Directors.



Graham P. Norman
Director



Colin E. Bales
Director

29 August 2005

Financial statements

Statement of financial performance

For year ending 30 June 2005

	Note	2005 \$	2004 \$
REVENUE			
Revenue from Ordinary activities	2	713,074	579,936
EXPENSES			
Administration expenses		243,024	197,866
Depreciation expense		12,089	15,224
Employee expense		245,098	233,017
		500,211	446,107
Profit from ordinary activities before income tax expense		212,863	133,829
Income tax expense relating to ordinary activities	3	17,865	-
Total change in equity of the company other than those resulting from transactions with owners as owners	9	194,998	133,829

The accompanying notes form part of this Statement of Financial Performance

Financial statements continued

Statement of financial position

As at 30 June 2005

	Note	2005 \$	2004 \$
CURRENT ASSETS			
Cash Assets	4	377,479	154,107
Receivables	5	57,962	49,984
Other	6	26,479	27,941
TOTAL CURRENT ASSETS		461,920	232,032
NON CURRENT ASSETS			
Plant & Equipment	20	76,564	87,962
Other	6	-	13,630
TOTAL NON-CURRENT ASSETS		76,564	101,592
TOTAL ASSETS		538,484	333,624
CURRENT LIABILITIES			
Payables	7	25,640	19,404
Provisions	8	43,038	15,534
TOTAL LIABILITIES		68,678	34,938
NET ASSETS		469,806	298,686
EQUITY			
Contributed Equity	19	473,010	473,010
Retained Earnings	9	(3,204)	(174,324)
TOTAL EQUITY		469,806	298,686

The accompanying notes form part of this Statement of Financial Position

Financial statements continued

Statement of cash flows

For year ending 30 June 2005

	Note	2005 \$	2004 \$
CASH FLOWS FROM (TO) OPERATING ACTIVITIES			
Receipts in the course of operations			
- including G.S.T.		755,938	523,500
Payments in the course of operations			
- including G.S.T.		(467,381)	(342,608)
Interest received		11,152	6
Net G.S.T. received/(paid) - A.T.O.		(51,768)	(39,404)
Net cash used in operating activities	11	247,941	141,494
CASH FLOWS USED IN INVESTING ACTIVITIES			
Payment for fixed assets		(691)	(446)
CASH FLOWS FROM FINANCING ACTIVITIES			
Payment of Dividends		(23,878)	-
Net Increase/ (Decrease) in cash held		223,372	141,048
Cash held at the beginning of the financial year		154,107	13,059
Cash held at the end of the financial year	10	377,479	154,107

The accompanying notes form part of this Statement of Cash Flows

Notes to the financial statements

For year ending 30 June 2005

Note 1: Statement of significant accounting policies

The financial report is a general purpose financial report that has been prepared in accordance with Accounting Standards, Urgent Issues Group Consensus Views and other authoritative pronouncements of the Australian Accounting Standards Board and the Corporations Act 2001.

The financial report has been prepared on an accruals basis and does not take into account changing money values or, except where stated, current valuations of non current assets. Cost is based on the fair values of the consideration given in exchange for assets.

The following is a summary of the material accounting policies adopted by the Company in the preparation of the financial report. The accounting policies have been consistently applied, unless otherwise stated.

(a) Income tax

The Company adopts the liability method of tax-effect accounting whereby the income tax expense is based on the profit from ordinary activities adjusted for any permanent differences.

Future income tax benefits are not brought to account unless realisation of the asset is assured beyond any reasonable doubt. Future income tax benefits in relation to tax losses are not brought to account unless there is virtual certainty of realisation of the benefit.

(b) Employee benefits

Provision is made for the Company's liability for employee benefits arising from services rendered by employees to balance date. Employee benefits expected to be settled within one year together with benefits arising from wages and salaries and annual leave which will be settled after one year, have been measured at the amounts expected to be paid when the liability is settled plus related on-costs. Other employee benefits payable later than one year have been measured at the present value of the estimate future cash outflows to be made for those benefits.

Contributions are made by the Company to an employee superannuation fund and are charged as expenses when incurred.

(c) Equity

The Company has been formed for the purpose of operating a Community Bank[®] branch.

(d) Cash

For the purposes of the statement of cash flows, cash includes cash on hand and term deposits with banks.

Notes to the financial statements continued

Note 1: Statement of significant accounting policies continued

(e) Revenue

(i) Interest Received

Interest revenue is recognised on a proportional basis taking into account the interest rates applicable to the financial assets.

(ii) Fee Income

Fee income is recognised when the amount becomes due. Fee income represents commission received on banking operations from Bendigo Bank.

(f) Prepaid expenses - franchise and training fees

These expenses which were incurred in the first year of operations are written off over five years in accordance with the franchise agreement signed with Bendigo Bank.

(g) Plant and equipment

Each class of property, plant and equipment is carried at cost or fair value less, where applicable, any accumulated depreciation. Plant and Equipment are measured on the cost basis.

The carrying amount of plant and equipment is reviewed annually by Directors to ensure it is not in excess of the recoverable amount from those assets. The recoverable amount is assessed on the basis of the expected net cash flows which will be received from the assets employment and subsequent disposal. The expected net cash flows have not been discounted to present values in determining recoverable amounts.

Depreciation

The depreciable amount of all fixed assets are depreciated on a diminishing value basis over their estimated useful lives to the entity commencing from the time the asset is held ready for use at rates varying from 2.5% to 40%.

(h) Comparative figures

Where required by accounting standards, comparative figures have been adjusted to conform with changes in presentation for the current year.

Notes to the financial statements continued

2005

2004

\$

\$

Note 2: Profit from ordinary activities

The profit for the year from ordinary activities includes the following revenue and expense items.

Revenue and Net Gains

Operating Activities

Fee income	697,216	578,669
Interest received	15,858	1,267
Total Revenue	713,074	579,936

Expenses

Depreciation	12,089	15,224
Operating lease rentals	41,196	41,508
Remuneration of Auditor		
- Auditing services	2,500	3,365
- Other	-	-
Provision for Annual Leave	5,987	-
Provision for Long Service Leave	3,653	

Note 3: Income tax expense

The prima facie tax payable on profit from ordinary activities before income tax is reconciled to the income tax expense as follows:

Prima facie tax payable on profit from ordinary activities before

Income tax at 30%	63,861	-
Adjust for tax effect of:		
Non allowable expenses	3,000	-
Employee provisions	2,892	-
Other items	(3,854)	-
Tax losses from prior years	(48,034)	-
Income tax expense attributable to profit from ordinary activities	17,865	-

Notes to the financial statements continued

	2005 \$	2004 \$
Note 4: Cash assets		
Cash at bank and on hand	377,479	154,107
Note 5: Receivables		
Debtors	57,962	49,984
Note 6: Other assets		
CURRENT		
Prepaid expenses		
- Rent	-	3,433
- Insurance	8,142	8,508
- Training fees	5,000	6,000
- Franchise fees	8,631	10,000
- Interest accrued	4,706	-
	26,479	27,941
NON CURRENT		
Prepaid expenses		
- Training fees	-	5,000
- Franchise fees	-	8,630
	-	13,630
Note 7: Payables		
Trade Creditors and Accruals	25,640	19,404
Total Payables	25,640	19,404

Notes to the financial statements continued

	2005	2004
	\$	\$

Note 8: Provisions

Employee Benefits	25,173	15,534
Taxation	17,865	-
Total Provisions	43,038	15,534

Number of employees at year end	5	5
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Note 9: Accumulated losses

Accumulated losses at beginning of financial year	(174,324)	(308,153)
Profit from ordinary activities	194,998	133,829
Dividends paid	(23,878)	-
Retained Earnings (Accumulated losses at end of financial year)	(3,204)	(174,324)

Note 10: Reconciliation of cash

For the purpose of the statement of cash flows, cash includes cash on hand and at call deposits with banks or financial institutions.

Cash at the end of the financial year is shown in the Statement of Financial Position as

Cash at bank and on hand	377,479	154,106
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Notes to the financial statements continued

	2005 \$	2004 \$
Note 11: Reconciliation of cash flow to operations with profit from ordinary activities:		
Profit from Ordinary Activities	194,998	133,829
Non cash flows in surplus		
Depreciation	12,089	15,224
Annual leave Employee provision	9,639	(1,288)
Changes in assets and liabilities (Increase)/decrease in prepayments	15,092	11,855
(Increase)/decrease in receivables	(7,978)	(13,638)
Increase /(decrease) in payables	6,236	(4,488)
Increase/(decrease) in provisions	17,865	-
Cash flow from operations	247,941	141,494

Note 12: Related party disclosures

Colin Bales, a Director of the Company provided accountancy services during the year.

3,540	2,080
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No other related party transactions occurred during the year.

The direct, indirect and beneficial holdings of Directors and their Director-related entities in the shares of the Company as at 30 June 2005 were 75,060 fully paid ordinary shares of \$1 each.

Note 13: Remuneration of Directors

Directors did not receive any remuneration from the Company during the financial year as they act on a voluntary basis.

Notes to the financial statements continued

	2005 \$	2004 \$
Note 14: Capital commitments and contingent liabilities		
The only lease commitment relates to the premises from which the Company operates its business.		
Lease Commitments		
0 to 12 months	37,763	41,196
12 to 24 months	-	34,330
24 to 60 months	-	-
Capital commitments	-	-
Contingent liabilities	-	-

Note 15: Income Tax Expense

No income tax is payable due to losses carried forward.

Note 16: Registered Office

Suite 4, 251 Lower Heidelberg Road, East Ivanhoe Victoria 3079

Note 17: Principal Place of Business

233-235 Lower Heidelberg Road, East Ivanhoe, Victoria 3079

Notes to the financial statements continued

Note 18: Financial instruments

(a) Interest rate risk

The Company's exposure to interest rate risk, which is the risk that a financial instrument's value will fluctuate as a result of changes in market interest rates and the effective weighted average interest rates on those financial assets and financial liabilities is as follows:

	Weighted Average Effective Interest Rate		Floating Interest Rate	
	30/06/05 %	30/06/04 %	30/06/05 \$	30/06/04 \$
Financial Assets				
Cash at Bank	0	0	16,348	52,858
Bank term deposit	5.4	4.7	361,131	101,249
Receivables	0	0	57,962	49,984
Total Financial Assets			435,441	204,091
Financial Liabilities				
Payables	0	0	25,640	19,404

(b) Credit risk

The maximum exposure to credit risk, excluding the value of any collateral or other security, at balance date to recognised financial assets is the carrying amount of those assets, net of any provisions for doubtful debts, as disclosed in the statement of financial position and notes to the financial statements.

The entity does not have any material credit risk exposure to any single debtor or group of debtors under financial instruments entered into by the entity.

(c) Net fair values

The net fair values of any listed investments have been valued at the quoted market bid price at balance date adjusted for transaction costs to be incurred. For other assets and other liabilities the net fair value approximates their carrying value. No financial assets and financial liabilities are readily traded on organised markets in standardised form other than listed investments. Financial assets where the carrying amount excess net fair values have not been written down as the economic entity intends to hold these assets to maturity.

Notes to the financial statements continued

	2005	2004
	\$	\$

Note 19: Contributed Equity

477,550 fully paid ordinary shares	473,010	473,010
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Ordinary shares participate in dividends and the proceeds on the winding up in the proportion to the number of shares held.

At shareholders meetings each ordinary shareholder is entitled to one vote regardless of the amount of shares held.

Note 20: Plant & equipment

(a) Plant & Equipment at cost	150,294	149,553
Less Accumulated Depreciation	(73,730)	(61,591)
	76,564	87,962

(b) Movements in Carrying Amount

Balance at beginning of year	87,962	102,740
Additions	691	446
Depreciation expense	(12,089)	(15,224)
	76,564	87,962

Note 21: Events subsequent to reporting date

Since the end of the financial year, there were no material events or transactions which could have a material effect on the results or operations of the Company.

Note 22: Segment reporting

The Company conducts a Community Bank® in East Ivanhoe through a Bendigo Bank Franchise.

Notes to the financial statements continued

Note 23: Impact of Adoption Australian Equivalents to International Financial Reporting Statements

Following the adoption of Australian equivalents to International Financial Reporting Standards (A-IFRS), EICC will report for the first time in compliance with A-IFRS when results for the financial year ended 30 June 2006 are released.

An A-IFRS compliant financial report will comprise a new statement of changes in equity in addition to the three existing financial statements, which will all be renamed. The Statement of Financial Performance will be renamed as the Operating Statement, the Statement of Financial Position will revert to its previous title as the Balance Sheet and the Statement of Cash Flows will be simplified as the Cash Flow Statement. However, for the purpose of disclosing the impact of adopting A-IFRS in the 2004-05 financial report, which is prepared under existing accounting standards, existing titles and terminologies will be retained.

With certain exceptions, an entity that has adopted A-IFRS must record transactions that are reported in the financial report as though A-IFRS had always applied. This requirement also extends to any comparative information included within the financial report. Most accounting policy adjustments to apply A-IFRS retrospectively will be made against accumulated funds at the 1 July 2004 opening balance sheet date for the comparative period.

The entity has taken the following steps in managing the transition to Australian equivalents to IFRS:

- established a steering committee for the oversight of the transition to and implementation of the Australian equivalents to IFRS;
- reviewed the entities current accounting policies and the proposed new standards to identify key issues and the likely impacts resulting from the adoption of Australian equivalents to IFRS;
- A number of differences between Australian GAAP and A-IFRS have been identified as having a possible impact on the financial position and financial performance following adoption of A-IFRS. The following table outlines the areas which may impact on the financial statements:

Impairment of assets: AASB Impairment of Assets requires assets to be assessed for indicators of impairment each year. This standard applies to all assets, other than inventories, financial assets and arising from construction contracts regardless of whether they are measured on a cost or fair value basis. If indicators of impairment exist, the carrying value of an asset will need to be tested to ensure that the carrying value does not exceed its recoverable amount, which is the higher of its value of an asset will need to be tested to ensure that the carrying value does not exceed its recoverable amount, which is the higher of its value-in-use and fair value less costs to sell. For not-for-profit entities, value-in-use of an asset is generally its depreciated replacement cost.

Property, Plant and Equipment: When an asset is initially recognised, AASB 116, Property, Plant and Equipment requires the capitalisation of cost of dismantling and removing an asset and restoring the site on which an asset was created, together with the recognition of a provision at present value in accordance with AASB 137 Provisions, Contingent Liabilities and Contingent Assets. These costs (and the related provisions) are not recognised under Australian GAAP and EICC currently expenses

Notes to the financial statements continued

Note 23: Impact of Adoption Australian Equivalents to International Financial Reporting Statements continued

these costs as they are incurred. As a consequence of the implementation of A-IFRS, EICC will calculate the cost of make good under its present lease and account for that in accordance with these requirements.

Employee Benefits: Under existing Australian accounting standards, employee benefits such as wages and salaries, annual leave and sick leave are required to be measured at their nominal amount regardless of whether they are expected to be settled within 12 months of the reporting date. On adoption of A-IFRS, a distinction is made between short-term and long-term employee benefits. AASB 119 Employee Benefits requires liabilities for short-term employee benefits to be measured at nominal amounts and liabilities for long-term employee benefits to be measured at present value. Therefore, liabilities for employee benefits such as wages and salaries, annual leave and sick leave are required to be measured at present value where they are not expected to be settled within twelve months of the reporting date.

- Currently, EICC adopts the liability method of tax-effect accounting whereby the income tax expense is based on the accounting profit adjusted for any permanent differences. Timing differences are able to be brought to account as either a provision for deferred income tax or future income tax benefit. Under AASB 112: Income Taxes, the economic entity will be required to adopt a balance sheet approach under which temporary differences are identified for each asset and liability rather than the effects of the timing and permanent differences between taxable income and accounting profit.
- This financial report has been prepared in accordance with current Australian accounting standards and other financial reporting requirements (Australian GAAP). Following the completion of its evaluation of policy alternatives, the entity has concluded that there will not be a significant impact on EICC financial position and financial performance following the adoption of A-IFRS. It should be noted that the actual effects of transition to A-IFRS may change due to:
 - a change in facts and circumstances;
 - ongoing work being undertaken by the A-IFRS project team;
 - potential amendments to A-IFRS and Interpretations; and
 - emerging accepted practice in the interpretation and application of A-IFRS and Urgent Issues Group (UIG) Interpretations.

Independent audit report

TO THE MEMBERS OF
EAST IVANHOE COMMUNITY CORPORATION LIMITED
ACN 095 312 744

Scope

We have audited the financial report of East Ivanhoe Community Corporation Limited comprising the Directors' Report, Directors' Declaration, Statement of Financial Performance, Statement of Financial Position, Statement of Cash Flows and notes to and forming part of the financial statements for the year ended 30 June 2005. The Company's Directors are responsible for the financial report. We have conducted an independent audit of this financial report in order to express an opinion on it to the members of the Company.

Our audit has been conducted in accordance with Australian Auditing Standards to provide reasonable assurance whether the financial report is free of material misstatement. Our procedures included examination, on a test basis, of evidence supporting the amounts and other disclosures in the financial report, and the evaluation of accounting policies and significant accounting estimates. These procedures have been undertaken to form an opinion as to whether, in all material respects, the financial report is presented fairly in accordance with Accounting Standards, other mandatory professional reporting requirements in Australia and statutory requirements so as to present a view which is consistent with our understanding of the Company's financial position, and performance as represented by the results of its operations and its cash flows.

The audit opinion expressed in this report has been formed on the above basis.

Independence

In accordance with ASIC Class Order 05/83, we declare to the best of our knowledge and belief that the auditor's independence declaration attached to this financial report, has not changed at the date of providing our audit opinion.

Audit Opinion

In our opinion, the financial report of East Ivanhoe Community Corporation Limited is in accordance with:

- a) the Corporations Act 2001, including:
 - (i) giving a true and fair view of the Company's financial position as at 30 June 2005 and of its performance for the year ended on that date; and
 - (ii) complying with Australian Accounting Standards in Australia and the Corporations Regulations 2001; and
- b) other mandatory professional reporting requirements in Australia.

MCBAIN & Co
Audit & Assurance Services
55 Whitehorse Road
Balwyn Vic 3103



DAVID W MCBAIN: FCA
Partner

Auditor's independence declaration

UNDER SECTION 307C OF THE CORPORATIONS ACT 2001

TO THE DIRECTORS OF EAST IVANHOE COMMUNITY CORPORATION LTD

I declare that, to the best of my knowledge and belief, during the year ended 30 June 2005 there have been:

- (i) no contraventions of the auditor independence requirements as set out in Corporations Act 2001 in relation to the audit and
- (ii) no contraventions of any applicable code of professional conduct in relation to the audit

McBain & Co

Audit and Assurance Services

55 Whitehorse Road

BALWYN VIC 3103



David McBain (FCA)

Partner

30 August 2005