



FORM G
 (Front of Form)
 COMMONWEALTH OF AUSTRALIA
 Trade Practices Act 1974-Sub-section 93 (1)
 EXCLUSIVE DEALING:
 NOTIFICATION

To the Australian Competition and Consumer Commission:
 Notice is hereby given, in accordance with sub-section 93 (1) of the Trade Practices Act 1974, of particulars of conduct or of proposed conduct of a kind referred to in subsection 47 (2), (3), (4), (5), (6) or (7), or paragraph 47 (8) (a), (b) or (c) or (9) (a), (b), (c) or (d), of that Act in which the person giving notice engages or proposes to engage.

(PLEASE READ DIRECTIONS AND NOTICE ON BACK OF FORM)

1. (a) Name of person giving notice
 (See Direction 2 on the back of this Form)

 CALTEX AUSTRALIA PETROLEUM PTY LIMITED ABN 17 000 032 128
 ("Caltex").
- (b) Short description of business carried on by that person

 Refining, Marketing, Distribution and Sale of Petroleum,
 Oil and Fuel Products.
- (c) Address in Australia for service of documents on that person

 Level 12, MLC Centre, 19-29 Martin Place, Sydney, NSW
 2000.
2. a) Description of the goods or services in relation to the supply or acquisition of which this notice relates

 Supply of Petroleum, Oil and Fuel Products.
- (b) Description of the conduct or proposed conduct
 (See Direction 4 on the back of this Form)

 Please refer to proposed Agreement between Caltex and LeasePlan Australia Ltd **ABN 57 006 923 011** of 574 St Kilda Road, Melbourne VIC 3004 (Customer) attached for full details. In summary, Caltex shall provide certain rebates to LeasePlan Australia Ltd in return for LeasePlan Australia Ltd requesting the issue of Caltex Fuel Cards to clients and employees of clients of LeasePlan Australia Ltd.

3 (a) Class or classes of persons to which the conduct relates

- i) Clients of LeasePlan Australia Ltd
- ii) Employees of Clients of LeasePlan Australia Ltd

(b) Number of those persons?

- (i) Unknown
- (ii) Estimated within the next year 1000

(c) Where number of persons stated in item 3 (b) (i) is less than 50, their names and addresses

Not applicable.


3. Name and address of person authorised by the person giving this notice to provide additional information in relation to this notice

Andrew Soszynski
Caltex Australia Petroleum Pty Ltd
Level 12, 19-29 Martin Place
Sydney, NSW 2000.

Mobile. 0402 003 006

Dated 02 January 2002

Signed by/on behalf of the person giving this notice



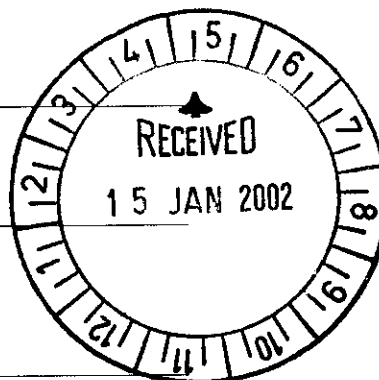
(Signature)

~~Andrew Soszynski~~
LLOYD GRIERSON MILLS

(Full Name)

CREDIT MANAGER

(Description)



(Back of Form)
DIRECTIONS

1. If there is insufficient space on this form for the required information, the information is to be shown on separate sheets, numbered consecutively and signed by or on behalf of the person giving the notice.
2. If the notice is given by or on behalf of a corporation, the name of the corporation is to be inserted in item 1 (a), not the name of the person signing the notice, and the notice is to be signed by a person authorised by the corporation to do so.
3. In item 1 (b), describe that part of the business of the person giving the notice in the course of which the conduct is engaged in.
4. If particulars of a condition or of a reason of the type referred to in subsection 47 (2), (3), (4), (5), (6), (7), (8) or (9) of the Trade Practices Act 1974 have been reduced in whole or in part to writing, a copy of the writing is to be provided with the notice.
5. In item 3 (a), describe the nature of the business carried on by the persons referred to in that item.
6. In item 3 (b) (ii), state an estimate of the highest number of persons with whom the person giving the notice is likely to deal in the course of engaging in the conduct at any time during the next year.

NOTICE

If this notification is in respect of conduct of a kind referred to in subsection 47 (6) or (7), or paragraph 47 (8) (c) or (9) (d), of the Trade Practices Act 1974 ("the Act"), it comes into force at the end of the period prescribed for the purposes of subsection 93 (7A) of the Act ("the prescribed period") unless the Commission gives a notice under subsection 93A (2) of the Act within the prescribed period, or this notification is withdrawn.

The prescribed period is 21 days (if this notification is given on or before 30 June 1996) or 14 days (if this notification is given after 30 June 1996), starting on the day when this notification is given. If the Commission gives a notice under subsection 93A (2) of the Act within the prescribed period, this notification will not come into force unless the Commission, after completing the procedures in section 93A of the Act, decides not to give a notice under subsection 93 (3A) of the Act. The notification comes into force when that decision is made.

If this notification is in respect of conduct of a kind referred to in subsection 47 (2), (3), (4) or (5), or paragraph 47 (8) (a) or (b) or (9) (a), (b) or (c), of the Act, it comes into force when it is given.

Caltex StarCard Customer Agreement

PURPOSE

This Agreement between Caltex Australia Petroleum Pty Ltd ("Caltex") and LeasePlan Australia ("LPA") covers customers of LPA who make purchases using Caltex StarCards.

1 CONTACTS

- 1.1 To ensure that LPA receives the optimum level of service by Caltex, Caltex provides the contacts set out in Item 1 of the Schedule.

2 PRICES

- 2.1 Caltex agrees to supply Fuel and Services to the customers of LPA on the basis set out in Item 2 of the Schedule.

3 FEES

- 3.1 There are no joining or set up fees for Caltex StarCard.
- 3.2 The only fees payable by LPA to Caltex in connection with use by LPA's customers of Caltex StarCards are set out in Item 3 of the Schedule.

4 PAYMENT TERMS & CONDITIONS

- 4.1 Payments by LPA must be made by **direct debit/EFT** from an account nominated by LPA on or before the 21st day of the month following the date of the relevant transaction.
- 4.2 By an LPA customer first using and continuing to use the StarCard, LPA acknowledges and agrees that, in addition to this Agreement, it is also bound by Caltex's 'Terms and Conditions for Use of StarCard' set out in the StarCard Application for Corporate Customers completed by LPA, as varied by Caltex from time to time.

- 4.3 The prices set out in clause 2.1 and the fees set out in clause 3.2 are based upon average purchases on StarCards belonging to LPA's customers as set out in Item 4 of the Schedule. Caltex may, in its absolute discretion, vary the prices set out in clause 2.1 or the fees set out in clause 3.2 (or both) if average purchases fall **below** the amount set out in Item 4 of the Schedule in respect of any period of 6 month consecutive months.

5 TERMS AND TERMINATION

- 5.1 Subject to this clause, this Agreement will operate from the date and for the period set out in Item 5 of the Schedule.
- 5.2 Regardless of any other provision of this Agreement, either party may terminate this Agreement at any time by giving written notice to the other party of not less than the number of days set out in Item 6 of the Schedule.
- 5.3 LPA shall not assign its rights under this Agreement without the prior written consent of Caltex, which may be given or withheld by Caltex in its absolute discretion.
- 5.4 Caltex may assign its rights under this Agreement at any time that it sees fit.

6 GST

- 6.1 Unless expressly stated otherwise in this Agreement, if any supply made under or in connection with this Agreement by one party ("Supplier") to the other party ("Acquirer") is subject to GST, the payment for that supply will be inclusive of GST (if any) and the Supplier is not entitled to recover any additional amount on account of GST from the Acquirer.
- 6.2 The Acquirer will not be obligated to make a payment on account of GST under subclause 6.1 until the Supplier has issued a tax invoice to the Acquirer for the supply to which the payment relates.
- 6.3 If a payment made by one party to the other party is a reimbursement or indemnification of a cost, expense, loss or liability incurred by that other party, the reimbursement or indemnification sum will first be reduced to a net sum by deducting the amount, if any, for which that other party is entitled to an input tax credit and then increasing that net sum by the amount of GST payable by that other party.

6.4 Words or expressions which are defined in A New Tax System (Goods and Services Tax) Act 1999 have the same meaning when used in this clause.

7 GENERAL

7.1 This Agreement shall be governed by the laws of Victoria and LPA irrevocably submits to the jurisdiction of the courts of that State.

7.2 The Schedule forms part of this Agreement.

Signed for and on behalf of Caltex Petroleum Pty Ltd by:

Signature:

Name:

Title:

Date:

Signed by LeasePlan Australia Pty Ltd in accordance with Section 127 of the Corporations Act 2001 in the presence of:

Witness/Director/Secretary

Sole/Director

Dated:

SCHEDULE

Item 1 - Caltex Contacts

Account Manager Malcolm Young
 PH 0418 678148
 FAX 03 92879572
 E-mail myoung@caltex.com.au

Customer Service Lyra Arandia
 PH 1300 365 096
 Fax 02 9250 5797
 E-mail starcard@caltex.com.au

Account Queries Anjali Apte
 PH 02 9250 5991
 FAX 02 9250 5131
 E-mail aapte@caltex.com.au

Item 2 - Basis of Supply by Caltex of Fuel and Services

Discount off the Caltex Pump Price at the time of purchase of:

(Commercially confidential)

Unleaded Petrol:	XXXXcpl
Diesel:	XXXXcpl
Premium ULP:	XXXXcpl
Gold ULP:	XXXXcpl
Silver ULP:	XXXXcpl

OR

Discount off the Caltex Card Price at time of purchase of:

(Commercially confidential)

Unleaded:	XXXXcpl
Premium Unleaded :	XXXXcpl
Diesel:	XXXXcpl

Gold ULP: XXXXcpl
Silver ULP: XXXXcpl

A discount of XXXcpl will apply for all purchases of LPG at StarCard accepting service stations distributing Vitalgas product.

All other fuels and oils will be charged at the merchant selling price at time of transaction.

The above discounts are GST inclusive.

Item 3 - Fees Payable by Customer to Caltex

Transaction Fee: \$0.XX* per transaction per month.

* GST Inclusive

Item 4 - Average Purchases

Prices referred to in clause 2.1 and fees referred to in clause 3.1 are based on an average monthly purchase of at least 6,000,000 litres. We understand that due to the changeover from another card supplier currently being used this goal may take 12 months to achieve.

Item 5 - Date Agreement Commences

Caltex's offer of supply is for 24 months from 1 February 2002.

Item 6 - Number of Days Notice Required for Termination

90 days