



**ASIC**

Australian Securities &  
Investments Commission

Commonwealth of Australia Gazette

No. A067/12, Tuesday, 14 August 2012

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# ASIC Gazette

From 1 July 2012, lists of companies to be deregistered under s601AA and 601AB of the Corporations Act 2001 will be published on the Insolvency notices website at [insolvencynotices.asic.gov.au](http://insolvencynotices.asic.gov.au)

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#### RIGHTS OF REVIEW

Persons affected by certain decisions made by ASIC under the *Corporations Act 2001* and the other legislation administered by ASIC may have rights of review. ASIC has published Regulatory Guide 57 *Notification of rights of review* (RG57) and Information Sheet *ASIC decisions – your rights* (INFO 9) to assist you to determine whether you have a right of review. You can obtain a copy of these documents from the ASIC Digest, the ASIC website at [www.asic.gov.au](http://www.asic.gov.au) or from the Administrative Law Co-ordinator in the ASIC office with which you have been dealing.

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12-0714

**Australian Securities and Investments Commission  
Corporations Act 2001 – Paragraph 655A(1)(a) – Exemption**

**Enabling legislation**

1. The Australian Securities and Investments Commission (*ASIC*) makes this instrument under paragraph 655A(1)(a) of the *Corporations Act 2001 (Act)*.

**Title**

2. This instrument is ASIC Instrument [12-0714].

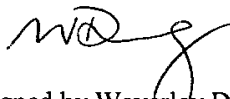
**Commencement**

3. This instrument commences on 7 August 2012.

**Exemption**

4. Objective Capital Pty Ltd ACN 156 568 062 (*Company*), as trustee of The Objective Capital Trust, is exempt from section 606 of the Act in relation to the acquisition from TBW Trustees Ltd, a body incorporated under the laws of the United Kingdom, body corporate number 06664275, as trustee of the Objective Trust (UK), of 62,000,000 ordinary shares in Objective Corporation Ltd ACN 050 539 350 on a date between 10 August and 31 October 2013.

Dated this 7<sup>th</sup> day of August 2012



Signed by Waverley Duong  
as a delegate of the Australian Securities and Investments Commission



12 - 0937

**ASIC**

Australian Securities & Investments Commission

**Australian Securities & Investments Commission  
Corporations Act 2001 Section 915B**

**Notice of Cancellation of an Australian Financial Services Licence**

**TO:** Lynken Investments Pty Ltd  
ACN 006 178 070 ("the Licensee")  
Hillview 2295 Heidelberg – Kinglake Rd  
St Andrews VIC 3761

Pursuant to section 915B of the **Corporations Act 2001**, the Australian Securities and Investments Commission hereby cancels Licence Number 259860 held by the Licensee with effect from the date on which this notice is given to the Licensee.

Dated this 25 July 2012.

A handwritten signature in black ink, appearing to be 'Joyce Krashow'.

Signed .....

Joyce Krashow, a delegate of the Australian Securities and Investments Commission

12-0947

**Australian Securities and Investments Commission  
Corporations Act 2001 - Subsection 741(1) - Exemption**

**Enabling legislation**

1. The Australian Securities and Investments Commission (*ASIC*) makes this instrument under subsection 741(1) of the *Corporations Act 2001* (the *Act*).

**Title**

2. This instrument is ASIC Instrument [12-0947].

**Commencement**

3. This instrument commences on 3 August 2012.

**Exemption**

4. Pay Back Cash Pty Ltd ACN 147 207 707 (*PBC*) does not have to comply with Part 6D.2 or 6D.3 of the Act.

**Where this instrument applies**

5. This exemption applies where PBC offers fully paid shares in PBC Invest Pte Ltd, a company incorporated in Singapore (Singapore Company Number 201216669H) (*PBC Invest*), for issue to the Minority Shareholders of PBC and where:
  - a. the offer is made in connection with the Proposed Reconstruction of PBC;
  - b. PBC has the capacity to procure that PBC Invest issue shares in PBC Invest to the Minority Shareholders; and
  - c. PBC sends a copy of the Roll Up Agreement to each of the Minority Shareholders together with a covering letter from PBC explaining the Proposed Reconstruction, a copy of the New Shareholders Agreement and a letter of advice from TressCox Lawyers in relation to the Proposed Reconstruction.

**Interpretation**

6. In this instrument:

*Independent Transaction Solutions Pte Ltd* means a company incorporated in Singapore and the ultimate holding company of PBC and PBC Invest (*ITS*);

*Minority Shareholders* means all holders of ordinary shares in PBC other than Independent Program Services Pty Ltd ACN 146 885 949 (*IPS*);

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12-0947

***New Shareholder Agreement*** means the agreement that will bind the Minority Shareholders following execution of the Roll Up Agreement and which sets out the rights and liabilities attaching to shares in PBC Invest issued to the Minority Shareholders;

***Proposed Reconstruction*** means the proposal by PBC, as detailed in the letter from Sam Lawson of Minter Ellison to ASIC dated 2 July 2012, to undertake a restructure of PBC to insert a new parent company, PBC Invest, of the PBC group of companies and as effected by the execution of the Roll Up Agreement between the Minority Shareholders, IPS and ITS;

***Roll Up Agreement*** means the agreement between each of the Minority Shareholders, IPS and ITS as detailed in the letters from Sam Lawson of Minter Ellison to ASIC dated 2 July 2012 and 18 July 2012, the execution of each of which is required to effect the Proposed Reconstruction and which if implemented will:

- a. effect the transfer of all ordinary shares of PBC held by the Minority Shareholders to IPS in consideration for the issue of fully paid shares in PBC Invest to the Minority Shareholders; and
- b. bind the Minority Shareholders to a New Shareholders Agreement in relation to PBC Invest and terminate the existing shareholders agreement in relation to PBC.

Dated this 3<sup>rd</sup> day of August 2012



Signed by Jerry Pearson  
as a delegate of the Australian Securities and Investments Commission



12-0971

**ASIC**

Australian Securities &amp; Investments Commission

**Australian Securities & Investments Commission  
Corporations Act 2001 Section 915B**

**Notice of Cancellation of an Australian Financial Services Licence**

**TO:** Point Break Advisors Pty Ltd  
ACN 124 312 081 ("the Licensee")  
Level 4  
111 Harrington Street  
Sydney NSW 2000

Pursuant to section 915B of the **Corporations Act 2001**, the Australian Securities and Investments Commission hereby cancels Licence Number 317532 held by the Licensee with effect from the date on which this notice is given to the Licensee.

Dated this 7 August 2012.

Signed .....

A handwritten signature in black ink, appearing to be 'JK', written over a dotted line.

Joyce Krashow, a delegate of the Australian Securities and Investments Commission



12 - 1005

**ASIC**

Australian Securities & Investments Commission

**Australian Securities & Investments Commission  
Corporations Act 2001 Section 915B**

**Notice of Cancellation of an Australian Financial Services Licence**

**TO:** Polar Pacific Pty Ltd  
ACN 086 972 750 ("the Licensee")  
Level 33 Australia Square  
264 George Street  
Sydney NSW 2000

Pursuant to section 915B of the **Corporations Act 2001**, the Australian Securities and Investments Commission hereby cancels Licence Number 258179 held by the Licensee with effect from the date on which this notice is given to the Licensee.

Dated this 26 July 2012.

Signed .....

Joyce Krashow, a delegate of the Australian Securities and Investments Commission



12-1036

**ASIC**

Australian Securities & Investments Commission

**Australian Securities & Investments Commission  
Corporations Act 2001 Section 915B**

**Notice of Cancellation of an Australian Financial Services Licence**

**TO:** Momentum Securities Pty Ltd  
ABN 36 069 240 731 ("the Licensee")  
Momentum Investment Group  
Beth Weizmann Community Centre  
306 Hawthorn Road  
Caulfield South, VIC 3161

Pursuant to section 915B of the **Corporations Act 2001**, the Australian Securities and Investments Commission hereby cancels Licence Number 246710 held by the Licensee with effect from the date on which this notice is given to the Licensee.

Dated this 2 August 2012

Signed .....

A handwritten signature in black ink, appearing to be 'JK' followed by a flourish.

Joyce Krashow, a delegate of the Australian Securities and Investments Commission



12-1037

**NOTICE UNDER SECTION 915F OF THE CORPORATIONS ACT 2001**

Notice is given under section 915F of the Corporations Act 2001 that the Australian Securities and Investments Commission has taken the action set out in the Notice below, which action took effect on 30 July 2012.

**AUSTRALIAN SECURITIES AND INVESTMENTS COMMISSION****NOTICE OF SUSPENSION OF AUSTRALIAN FINANCIAL SERVICES LICENCE**

To: RCL Group Services Ltd ACN 118 364 499  
Suite 604, Level 6  
309 Kent Street  
Sydney NSW 2000

Under to paragraph 915B(3)(b) of the *Corporations Act 2001* (the Act), the Australian Securities and Investments Commission (ASIC) hereby suspends Licence Number 298788 held by RCL Group Services Ltd ACN 118 364 499 (the Licensee) until 11 February 2014.

Under s 915H of the Act ASIC specifies that the licence continues in effect as though the suspension had not happened for the purposes of the provisions of the Act specified in Schedule B in relation to the matters specified in Schedule A.

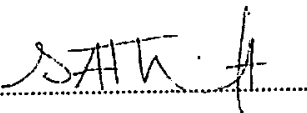
**Schedule A**

The provision by the Licensee of financial services that are reasonably necessary for, or incidental to investigating or preserving the assets and affairs of, or winding up of the RCL Group Trust ARSN 119 613 848.

**Schedule B**

- (a) s601FA
- (b) Chapter 5C
- (c) Chapter 7, other than the provisions of Parts 7.2, 7.3, 7.4 and 7.5

Dated this 12<sup>th</sup> day of July 2012.

Signed: 

Sarah Anne Thrift  
Delegate of the Australian Securities and Investments Commission.

12-1041

**Australian Securities and Investments Commission  
Corporations Act 2001 — Subsection 601QA(1) — Declaration**

**Enabling legislation**

1. The Australian Securities and Investments Commission (*ASIC*) makes this instrument under subsection 601QA(1) of the *Corporations Act 2001*(the *Act*).

**Title**

2. This instrument is ASIC Instrument 12-1041.

**Commencement**

3. This instrument commences on the day it is signed.

**Declaration**

4. Chapter 5C of the Act applies to Australian Unity Property Investment Management Limited ACN 120 839 447 (the *responsible entity*) in its capacity as responsible entity of the Australian Unity Office Property Fund ARSN 113 369 627, Australian Unity Fifth Commercial Trust ARSN 104 184 072 and Australian Unity Second Industrial Trust ARSN 098 325 789 (the *schemes*) as if section 601FL were modified or varied as follows:
  - (a) in subsection (1) omit all the text after the word “it”, substitute:

“must either:

    - (a) call a members’ meeting to explain its reason for wanting to retire and to enable the members to vote on a resolution (which must be an extraordinary resolution if the scheme is not listed) to choose a company to be the new responsible entity; or
    - (b) propose a related body corporate of the responsible entity to be the new responsible entity in accordance with subsection (1A).”;
  - (b) after subsection (1) insert:

“(1A) The requirements for proposing a related body corporate (the *proposed responsible entity*) to be the new responsible entity are as follows:

    - (a) The responsible entity must give members of the scheme notice of a proposal to choose the proposed responsible entity, to be the scheme’s new responsible entity.

**12-1041**

- (b) The notice to members must:
- (i) set out the following information:
    - (A) the responsible entity's reasons for wanting to retire;
    - (B) such information as can reasonably be expected to be material to a member in forming a view as to the choice of the proposed responsible entity;
    - (C) information about the proposed timing of the retirement of the responsible entity and the manner in which that retirement will occur;
    - (D) how members can access on the responsible entity's website current information about the proposed timing of the retirement of the responsible entity and the manner in which that retirement will occur; and
  - (ii) state prominently that if:
    - (A) members who together hold at least 5% of the total value of the interests held by members; or
    - (B) 100 members,who would be entitled to vote if the proposal were put as a proposed resolution to a meeting of members under paragraph (1)(a), ask for a vote on the choice of the proposed responsible entity by giving written notice received by the responsible entity within 21 days from the date the notice is sent, the responsible entity will either arrange a postal vote or convene a meeting to vote on a resolution for the choice of the proposed responsible entity; and
  - (iii) be accompanied by a form which can be ticked to ask for a vote; and
  - (iv) state prominently a reply paid address of the responsible entity to which the form may be sent.

**12-1041**

- (c) The responsible entity must prominently disclose on its website current information about the proposed timing of the retirement of the responsible entity and the manner in which that retirement will occur.
  - (d) If sufficient members ask for a vote in accordance with the notice, the responsible entity must arrange for a postal vote or, if the responsible entity chooses, convene a meeting in accordance with Part 2G.4 to vote on the choice of the proposed responsible entity as soon as possible.
  - (e) If there is a postal vote:
    - (i) a voting paper must be sent to each member stating a reply paid address of the responsible entity to which the voting paper may be sent; and
    - (ii) the responsible entity must notify the members in, or in a document accompanying, the voting paper that:
      - (A) the proposed responsible entity will be chosen as the new responsible entity if at least 50% of the total votes that may be cast by members that would be eligible to vote at a meeting under paragraph (1)(a) are cast in favour of the choice; and
      - (B) only votes received by the responsible entity within 28 days after the sending of the voting paper will be counted.
  - (f) If a meeting is convened the resolution to choose the new responsible entity must be an extraordinary resolution if the scheme is not listed.”;
- (c) after subsection (2) insert:
- “(2A) If a postal vote is arranged under paragraph (1A)(d) and at least 50% of the total votes that may be cast by members that would be eligible to vote at a meeting under paragraph (1)(a) are cast in favour of the proposed responsible entity, that entity is taken for the purposes of subsection (2) to have been chosen by a resolution of members on the last day on which postal votes may be received in order to be counted.

12-1041

(2B) If:

- (a) a related body corporate is proposed to be the new responsible entity in accordance with subsection (1A); and
- (b) insufficient members ask for a vote to choose the entity in accordance with the notice referred to in paragraph (1A)(b); and
- (c) the entity has consented in writing to becoming the scheme's responsible entity,

then:

- (d) as soon as practicable and in any event within 2 business days after the end of the period in which a member may ask for such a vote, the current responsible entity must lodge a notice with ASIC asking it to alter the record of the scheme's registration to name the proposed responsible entity as the scheme's responsible entity; and
- (e) the notice must be accompanied by a certificate from the current responsible entity that it reasonably considers that the appointment of the proposed responsible entity would be in the best interests of members with a summary of the responsible entity's reasons as to why this is the case."

**Where this declaration applies**

6. This declaration applies where Australian Unity Funds Management Limited ACN 071 497 115 has consented in writing to becoming the new responsible entity of the schemes.
7. This declaration ceases to apply on 30 November 2012.

Dated this 2<sup>nd</sup> day of August 2012



Signed by Leah Quach  
as a delegate of the Australian Securities and Investments Commission

12-1042

**Australian Securities and Investments Commission  
Corporations Act 2001 – Paragraph 669(1)(b) – Declaration**

**Enabling legislation**

1. The Australian Securities and Investments Commission (*ASIC*) makes this instrument under paragraph 669(1)(b) of the *Corporations Act 2001 (Act)*.

**Title**

2. This instrument is ASIC Instrument [12-1042].

**Commencement**

3. This instrument commences on 2 August 2012.

**Declaration**

4. Chapter 6A of the Act applies to Whitehaven Coal Holdings Pty Ltd ACN 124 452 571 (*Whitehaven*) as if paragraph 663B(2)(a) were modified or varied by inserting immediately after the word "month" the words "and seven days".

**Where this instrument applies**

5. This instrument applies in relation to the offer by Whitehaven to buy-out holders of options convertible into ordinary shares of Coalworks Ltd ACN 114 702 831 under Part 6A.1 of the Act, in which a notice under section 663B will be lodged with ASIC on or before 10 August 2012.

Dated this 2<sup>nd</sup> day of August 2012

Signed by David Nguyễn  
as a delegate of the Australian Securities and Investments Commission

12-1044

**Australian Securities and Investments Commission  
Corporations Act 2001 — Paragraphs 601QA(1)(a), 911A(2)(l) and 1020F(1)(a) —  
Exemption**

**Enabling Provisions**

1. The Australian Securities and Investments Commission (*ASIC*) makes this instrument under paragraphs 601QA(1)(a), 911A(2)(l) and 1020F(1)(a) of the *Corporations Act 2001* (the *Act*).

**Exemptions**

2. Biota Holdings Limited ACN 006 479 081 (*Biota*) does not have to comply with:
  - (a) section 601ED of the Act in relation to the Sale Facility; and
  - (b) Divisions 2 to 5 of Part 7.9 of the Act in relation to an interest in the Sale Facility; and
  - (c) the requirements to hold an Australian financial services licence for the provision of the following financial services:
    - (i) dealing in an interest in the Sale Facility; and
    - (ii) the provision of general advice in relation to an interest in the Sale Facility.
3. To avoid doubt, to the extent Biota invites a participating holder to make an offer to sell a Nabi Share through the Sale Facility, Biota does not have to comply with Division 5A of Part 7.9 of the Act.

**Where relief applies**

4. The exemptions in paragraphs 2 and 3 apply in relation to the Sale Facility where that facility satisfies all of the following:
  - (a) the financial products that may be sold through the facility are Nabi Shares that will be admitted to quotation on NASDAQ; and
  - (b) under the terms of the Sale Facility:
    - (i) the Nabi Shares of participating holders to be sold through the Sale Facility are pooled; and
    - (ii) a Broker sells the Nabi Shares in the ordinary course of trading on NASDAQ; and

12-1044

- (iii) the proceeds of the sale net of expenses (to the extent (if any) that they are not met by Biota) are distributed to participating holders; and
- (iv) each participating holder is paid their proportion of the proceeds of sale as soon as practicable and, in any event, within 12 weeks after the date on which Link, on behalf of Biota, received the participating holder's election to participate in the facility.

**Conditions of the relief**

5. In order to rely on the exemptions in subparagraphs 2(a) or (b) or paragraph 3, Biota must include the following information in the Scheme Booklet:
- (a) a statement that the Sale Facility is open until the expiry date set out in the Scheme Booklet which cannot be more than 6 months after the date of the Scheme Booklet; and
  - (b) information about the minimum and maximum number (if any) of Nabi Shares a participating holder can sell through the Sale Facility; and
  - (c) a statement that the market price of the Nabi Shares is subject to change from time to time; and
  - (d) information about how to obtain up-to-date information on the market price of the Nabi Shares; and
  - (e) information about any expenses relating to the sale of Nabi Shares that will be paid by the participating holder; and
  - (f) information about how the proceeds of sale of the Nabi Shares sold through the Sale Facility will be allocated between participating holders; and
  - (g) a statement that the amount of money received by a participating holder for a Nabi Share that is sold through the Sale Facility may be more or less than the actual price that is received by the Broker for that Nabi Share; and
  - (h) information about any other significant characteristics or features of the Sale Facility or of the rights and obligations of persons who elect to participate in the Sale Facility; and
  - (i) information about any alternatives that the holder may have to participating in the Sale Facility; and
  - (j) a statement that the sale proceeds of Nabi Shares may not be distributed until up to 12 weeks after participating holders elect to take part in the Sale Facility.



12-1044

**Exclusion from reliance**

6. Biota is excluded from relying on subparagraph 2(c) of this instrument if it becomes aware of matters that give it reason to believe it has failed in a material respect to comply with a condition of this instrument and it does not give full particulars of the failure to ASIC in writing within 15 business days after becoming so aware.

**Interpretation**

In this instrument:

**Broker** means a person with whom Biota has entered arrangements for the operation of the Sale Facility.

**Link** means Link Market Services Limited.

**Nabi** means Nabi Biopharmaceuticals (which will be renamed Biota Pharmaceuticals Inc).

**Nabi Share** means a fully paid ordinary share in Nabi, issued by Nabi in connection with the scheme of arrangement proposed between Biota and its shareholders.

**NASDAQ** means the NASDAQ Global Select Stock Market, operated by NASDAQ OMX.

**facility** has the meaning affected by section 762C of the Act.

**Sale Facility** means a facility operated by Biota through which a participating holder can sell Nabi Shares in accordance with the terms of the Scheme Booklet.

**Scheme Booklet** means the explanatory statement under section 411 of the Act sent to Biota shareholders in connection with the scheme of arrangement proposed between Biota and its shareholders.

**Commencement**

This instrument takes effect upon gazettal.

Dated 3 August 2012



Signed by Junghee Ryu  
as a delegate of the Australian Securities and Investments Commission

12-1045

**Australian Securities and Investments Commission**  
**Corporations Act 2001 — Paragraphs 926A(2)(b), 992B(1)(b), and 1020F(1)(b)**  
**— Exemption**

**Enabling legislation**

1. The Australian Securities and Investments Commission (*ASIC*) makes this instrument under paragraphs 926A(2)(b), 992B(1)(b) and 1020F(1)(b) of the *Corporations Act 2001* (the *Act*).

**Exemption**

2. This exemption applies to an interest in a managed investment scheme (*serviced strata scheme*) which involves an owner (*investor*) of real property (*strata unit*), in the investor's discretion, making their strata unit available for use by a person (*Operator*) as part of a serviced apartment, hotel, motel or resort complex located at 414-418 Pitt Street and 317 Castlereagh Street, Sydney, New South Wales, lots 488-641 of Strata Plan 61369, developed in accordance with approval of a local government organisation that has been given to ASIC and in relation to which, on 1 March 2000, there was no person who had bought or agreed to buy a strata unit and who, before agreeing to buy, had been offered an interest in the scheme.
3. An interest in the serviced strata scheme is exempt from the following provisions of the Act:
  - (a) Part 7.6 (other than Divisions 4 and 8); and
  - (b) Section 992AA; and
  - (c) Section 1017F.

**Where exemption applies**

4. The exemption in paragraph 3 only applies where all of the following requirements are satisfied:
  - (a) the sale of the strata unit is not and was not conditional on participation in the serviced strata scheme;
  - (b) each investor and the operator may withdraw from participation in the scheme on no more than 90 days notice and an investor that withdraws will not be bound after that notice expires to allow use of their strata unit except for occupation of the strata unit:

- (i) by a person other than the operator or an associate of the operator; and
  - (ii) under an agreement that the operator made with that person before the notice of withdrawal was given;
- (c) each investor may, if the investor withdraws from participation in the scheme, appoint another person to manage their strata unit;
- (d) the operator is licensed in relation to the conduct of the letting services under the law of a State or Territory or is a financial services licensee;
- (e) no payment is liable to be made by an investor to participate in the scheme other than:
  - (i) payment of money to buy the strata unit; and
  - (ii) one or more payments of the investor's reasonable proportion of the operator's fees and expenses with respect to the management of the scheme where in any 3 month period the total of such payments relates to a period of no more than 3 months and where:
    - (A) that total is reasonably commensurate with the work done or to be done, or the expenses incurred or likely to be incurred (as the case may be), by the operator during the period to which the payments relate; and
    - (B) where a FFE Fund has been established for the investor — no payment or part thereof is used for the replacement, repair or refurbishment of furniture, fittings and equipment of the strata unit in relation to the period to which the payment relates unless all money in the Fund has first been expended; and
  - (iii) where a FFE Fund has been established for the investor — one or more payments into the Fund where:
    - (A) each payment is by way of a deduction from rental income of the scheme that would otherwise be paid to the investor in relation to a period and does not exceed 3% of the gross rent attributable to the investor for the period; and

- (B) the balance of the Fund at all times does not exceed \$5,000 for each strata unit made available by the investor for use as part of the scheme;
- (f) there is no obligation on any person to ensure that other owners of strata units agree to participate in the scheme;
- (g) the serviced apartment, hotel, motel or resort complex is operated in accordance with a written agreement entered into or to be entered into between the operator and each investor which agreement includes provisions as specified in paragraph 5;
- (h) the operator takes reasonable steps to ensure that any part of the scheme property held in cash or on deposit with an Australian ADI or another financial institution is held on trust for the members in a trust account and subject to audit as to whether the moneys have been dealt with in accordance with the terms of the trust by a registered company auditor at least annually;
- (i) where a FFE Fund has been established for an investor, the operator takes reasonable steps to ensure that:
  - (A) the money comprising the Fund is held on trust for the investor in a trust account and subject to audit as to whether the money has been dealt with in accordance with the terms of the trust by a registered company auditor at least annually; and
  - (B) the balance of the Fund is promptly returned to the investor at the termination of the scheme or upon the investor's withdrawal from the scheme, whichever occurs first;
- (j) each person that is involved in making an offer of interests in the scheme for issue does not engage in any misleading or deceptive conduct or conduct that is likely to mislead or deceive in connection with those offers;
- (k) the operator complies with the provisions specified in paragraph 5 which are included in the agreement referred to in subparagraph (g).

**Terms of agreement between investor and operator**

5. The agreement specified in subparagraph 4(g) is to contain provisions to the following effect:
    - (a) *Transfer of management rights*
-

- (i) If a majority of scheme members advises the operator in writing that they wish to terminate the operator's engagement, the operator must within 9 months transfer the management rights to a person that is chosen by the operator that has not been involved in the operation (including promotion) of the scheme and is not controlled by a person that has been involved in the operation (including promotion) of the scheme; and
  - (ii) If an operator fails to complete that transfer within the 9 month period, the operator must cause the transfer of the management rights to a replacement operator named in a written notice given by a majority of scheme members, at a price specified in the notice; and
  - (iii) A transfer referred to in subparagraph (i) or (ii) must be done as soon as practicable, but if there is a body corporate for the real property to which the scheme relates, there must be a reasonable time for members of the body corporate to consider whether to make a decision referred to in subparagraph (b)(ii) unless the body corporate has consented to the transfer; and
- (b) *Consent of body corporate to new care-taking arrangements*
- (i) If an operator receives a notice under subparagraph (a)(i), the operator must advise all body corporate members of the name of the person to whom the transfer is to be made; and
  - (ii) unless the body corporate has consented to the transfer, an operator does not have to transfer the management rights to the person named in the notice described in subparagraph (a)(ii) if a majority of body corporate members state in writing to the operator that the person should not be engaged by the body corporate to perform care-taking functions; and
  - (iii) if a majority of body corporate members make a decision referred to in subparagraph (b)(ii), a majority of scheme members may then at any time name a replacement operator by a written notice, to whom the operator must transfer the management rights at a price specified in the notice and the notice will be taken to be given in accordance with subparagraph (a)(ii); and
  - (iv) this subparagraph does not apply if the body corporate or a majority of body corporate members agree in writing to the transfer to the person
-

named in a notice under subparagraph (a)(ii) or (b)(iii) before that notice is given to the operator; and

(c) *Price payable on transfer*

The price scheme members specify in a notice under subparagraph (a)(ii) must be one of the following:

- (i) the average of two valuations of the management rights by independent qualified valuers nominated by the Australian Property Institute (or another relevant independent professional body approved by ASIC); or
- (ii) the highest bona fide bid for the management rights (excluding a bid by the operator or its associates) at an auction of which at least 60 days' notice had been given; or
- (iii) the highest bona fide amount tendered (excluding any tender by the operator or its associates) for the management rights following reasonable efforts to market the property for at least 60 days; and

(d) *Voting*

- (i) In determining if there is a majority of scheme members or body corporate members, the operator and its associates and any person nominated as a replacement operator and associates of that person must not be counted; and
- (ii) for scheme members, a majority is based on their entitlement to vote at body corporate meetings if there is a body corporate for the property to which the scheme relates, and otherwise each member shall have one vote; and
- (iii) for body corporate members, a majority is based on their entitlement to vote at body corporate meetings; and
- (iv) a scheme member or a body corporate member makes a decision by signing a document that sets out the decision; and

(e) *Costs*

- (i) Any member may arrange a valuation or auction of, or may market, the management rights before or after the expiration of the 9 month period referred to in subparagraph (a)(i) for the purposes of determining a price to be specified in a notice under subparagraph (a)(ii); and

- (ii) If a member incurs any reasonable valuation, auction or marketing costs under subparagraph (i) that member is entitled to be reimbursed out of the price payable by any person nominated by the members as transferee of the management rights when the price is paid to the operator; and

(f) *Assistance*

The operator must give reasonable assistance to enable the transferee to operate the resort, hotel, motel or serviced apartment complex including making available information concerning any prospective bookings; and

(g) *Definitions*

In this paragraph:

***scheme members*** means investors in the scheme excluding the operator and its associates.

***management rights*** means all real or personal property (including contractual rights) held by the operator or any of its associates that facilitates the operation of the scheme.

***transfer in relation to management rights*** means to assign or transfer the management rights or to cause another person to become the holder of those rights or rights substantially the same as those rights.

**Interpretation**

6. In this instrument:

***FFE Fund*** means a fund established for an investor consisting of money paid by the investor and any interest accrued on that money, to be used from time to time in accordance with the written agreement referred to in subparagraph 4(g) for the replacement, repair or refurbishment of furniture, fittings and equipment of the strata unit made available by the investor for use as part of the scheme.

***offer*** is to be interpreted in accordance with subsection 1010C(2) of the Act.

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Dated this 3rd day of August 2012



Signed by Paul Woodburn

As a delegate of the Australian Securities and Investments Commission

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12-1057

**ASIC**

Australian Securities & Investments Commission

**Australian Securities & Investments Commission  
Corporations Act 2001 Section 915B**

**Notice of Cancellation of an Australian Financial Services Licence**

**TO:** Tarfaya Nominee Pty Ltd  
ACN 001 350 634 ("the licensee")  
PO Box 1524  
Double Bay, NSW 1360

Pursuant to section 915B of the Corporations Act 2001, the Australian Securities and Investments Commission hereby cancels Licence Number 247373 held by Tarfaya Nominee Pty Ltd with effect from the date on which this notice is given to the Licensee.

Dated this 7 August 2012

Signed .....

Joyce Krashow, a delegate of the Australian Securities and Investments Commission



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**ASIC**

Australian Securities & Investments Commission

**Australian Securities & Investments Commission  
Corporations Act 2001 Section 915B**

**Notice of Cancellation of an Australian Financial Services Licence**

**TO:** BESTDirect Australia Pty Ltd  
ACN 152 865 435 ("**the Licensee**")  
Tower 2, Level 20, 201 Sussex Street  
SYDNEY NSW 2000

Pursuant to section 915B(3)(d) of the Corporations Act 2001 ("Act"), the Australian Securities and Investments Commission hereby cancels Licence Number 418296 held by the Licensee with effect from the date on which this notice is given to the Licensee.

Dated this 7 August 2012.

A handwritten signature in black ink, appearing to be 'Joyce Krashow'.

Signed .....

Joyce Krashow, a delegate of the Australian Securities and Investments Commission

12-1059

**Australian Securities and Investments Commission**  
**Corporations Act 2001 – Paragraphs 283GA(1)(a), 601QA(1)(a), 741(1)(a), 911A(2)(I),**  
**992B(1)(a) and 1020F(1)(a) – Exemptions**

1. Under paragraphs 283GA(1)(a), 741(1)(a) and 1020F(1)(a) of the *Corporations Act 2001* (the *Act*), the Australian Securities and Investments Commission (*ASIC*) exempts:
  - (a) the Issuer from:
    - (i) Parts 2L.1, 2L.2, 2L.3, 2L.4 and 2L.5; and
    - (ii) Parts 6D.2 and 6D.3 (except section 736); and
    - (iii) Part 7.9,where the Issuer:
    - (iv) makes a Fractional Share Award Offer;
    - (v) offers to arrange for the issue of financial products under a Fractional Share Award Offer;
    - (vi) issues a financial product under a Fractional Share Award Offer, that involves a contribution plan but does not involve the Issuer or any associated body corporate offering any eligible employee of the Issuer a loan or similar financial assistance for the purpose of, or in connection with, the acquisition of financial products to which the offer relates, on the conditions set out in the Schedule and for so long as the conditions are met; and
  - (b) a person (other than a person covered by paragraph (a)) from Part 7.9 where the person makes a recommendation to acquire financial products under a Fractional Share Award Offer to which paragraph (a) relates, except where the person is aware, or ought reasonably to be aware, that any of the conditions set out in the Schedule have not been met.
2. For the avoidance of doubt, under paragraph 601QA(1)(a) ASIC exempts a person who operates a managed investment scheme only by reason of operating a contribution plan relating to the Fractional Share Award Offer to which paragraph (a) relates from section 601ED in relation to the operation of that managed investment scheme.
3. Under paragraph 911A(2)(I), ASIC exempts a person who is exempt from Part 6D.2 or Part 7.9 because of paragraph 1 or 2 of this instrument (other than because the person made a recommendation to acquire financial products) from the

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requirement to hold an Australian financial services licence for the provision of a financial service consisting of general advice reasonably given in connection with the Fractional Share Award Offer (including any general advice given in the Award Document) where the Award Document for the Fractional Share Award Offer includes a statement to the effect that any advice given by the person in connection with the Fractional Share Award Offer is general advice only, and that employees should consider obtaining their own financial product advice from an independent person who is licensed by ASIC to give such advice.

4. Under paragraph 911A(2)(l), ASIC exempts the Issuer and any associate of the Issuer from the requirement to hold an Australian financial services licence for the provision of the following financial services:
    - (a) the provision of a custodial or depositary service in connection with a Fractional Share Award Offer covered by paragraph 1 of this instrument where the provider of the service performs their duties in good faith and has sufficient resources to perform those duties; and
    - (b) dealing in a financial product in the course of providing a custodial or depositary service covered by paragraph (a); and
    - (c) dealing in a financial product in connection with a Fractional Share Award Offer covered by paragraph 1 of this instrument, where any acquisition by purchase or disposal of the product (by the Issuer or an associate) occurs either:
      - (i) through a person who holds an Australian financial services licence authorising the holder to deal in financial products; or
      - (ii) outside this jurisdiction and through a person who is licensed or otherwise authorised to deal in financial products in the relevant place.
    - (d) in the case where paragraph 2 of this instrument applies – dealing in an interest in a managed investment scheme that is exempt from section 601ED because of that paragraph.
  5. Under paragraphs 741(1)(a) and 992B(1)(a), ASIC exempts the Issuer from section 736, 992A and 992AA of the Act in relation to offers of Fractional Share Awards covered by paragraph 1 of this instrument made in the course of, or because of, unsolicited meetings or telephone calls reasonably held or made in connection with the offer.
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### Schedule

The following conditions apply:

1. the Issuer must ensure that a Fractional Share Award is substantially on the terms set out in the rules of the Plan provided to ASIC on 6 August 2012 and
  2. the Issuer must:
    - (a) include the Fractional Share Award Offer in an Award Document; and
    - (b) take reasonable steps to ensure that any eligible employee to whom the Fractional Share Award Offer is made is given a copy of the Award Document; and
    - (c) provide to ASIC a copy of the Award Document (which need not contain any details of the Fractional Share Award Offer particular to the employee such as the identity or entitlement of the employee) and of each accompanying document not later than 7 days after the first provision of that material to an employee; and
  3. the Issuer must comply with any undertaking required to be made in the Award Document by reason of this instrument;
  4. the Issuer must take reasonable steps to ensure that the number of shares the subject of the Fractional Share Award Offer (combined with any other offer of Share Awards) when aggregated with:
    - (a) the number of shares in the same class which would be issued were each outstanding offer with respect to shares, units of shares and rights and options to acquire unissued shares, under an employee share scheme (including the Plan) to be accepted or exercised; and
    - (b) the number of shares in the same class issued during the previous 5 years pursuant to the Plan or any other employee share scheme extended only to eligible employees of the Issuer,but disregarding any offer made, or option or right acquired or share issued by way of or as a result of:
    - (c) an offer to a person situated at the time of receipt of the offer outside this jurisdiction; or
    - (d) an offer that was an excluded offer or invitation within the meaning of the Corporations Law as in force before the commencement of Schedule 1 to the *Corporate Law Economic Reform Program Act 1999*; or
    - (e) an offer that did not need disclosure to investors because of section 708; or
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- (f) an offer that did not require the giving of a Product Disclosure Statement because of section 1012D; or
- (g) an offer made under a disclosure document or Product Disclosure Statement,

does not exceed 5% of the total number of issued shares in that class of the Issuer as at the time of the offer.

Note: where a document must be provided in writing it may be provided by electronic means. See s5C of the Act and s25 of the *Act Interpretation Act 1901*.

**Interpretation**

In this instrument:

1. except where otherwise stated, references to provisions are to provisions of the Act;
2. the Plan shall not be regarded as extended to a person other than an eligible employee only because such an employee may renounce an offer of financial products made to them under the scheme in favour of their nominee;
3. **associated body corporate** means:
  - (a) a body corporate that is a related body corporate of the Issuer; or
  - (b) a body corporate that has voting power in the Issuer of not less than 20%; or
  - (c) a body corporate in which the Issuer has voting power of not less than 20%;
4. **Award Document** means a document setting out the terms of an offer or issue of Share Awards under the Plan, including a Fractional Share Award, that:
  - (a) includes or is accompanied by a copy, or a summary, of the rules of the Plan; and
  - (b) if a summary (rather than a copy) of the rules of the Plan is given – includes an undertaking that during the period until the relevant Vesting Date, the Issuer will, within a reasonable period of the employee so requesting, provide the employee without charge with a copy of the rules of the Plan; and
  - (c) specifies in respect of the Fractional Share Awards:
    - (i) how the cash amount payable under the Fractional Share Award will be calculated; and
    - (ii) where the cash amount payable under the Fractional Share Award is to be worked out in the future under a formula, that amount in Australian dollars or the Australian dollar equivalent of that amount

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were that formula applied at the date of the Fractional Share Award Offer.

- (d) includes an undertaking that, and an explanation of the way in which, the Issuer will, during the period until the relevant Vesting Date, within a reasonable period of the employee requesting, make available to the employee the Current Market Price of RTL shares of the same class as those that will determine the value of the Fractional Share Award on the Vesting Date.
5. **contribution plan** means a plan under which a participating eligible employee may save money by regular deductions from wages or salary (including through salary sacrifice arrangements) towards paying for shares offered for issue or sale under an employee share scheme where the terms and conditions of the contribution plan include terms and conditions to the effect that:
- (a) all deductions from wages or salary made in connection with participation in the contribution plan must be authorised by the employee on the same form of application which is used in respect of the offer, or on a form which is included in or accompanies the offer document;
  - (b) before transferring contributions to acquire shares, any contributions made by an employee as part of the contribution plan must be held by the Issuer in trust for the employee in an account of an Australian ADI which is established and kept by the Issuer only for the purpose of depositing contribution moneys and other money paid by employees for the shares on offer under the employee share scheme; and
  - (c) the employee may elect to discontinue their participation in the contribution plan at any time and as soon as practicable after that election is made all money deposited in the account referred to in paragraph (b) above in relation to that employee, including any accumulated interest, must be repaid to that employee.
6. **Current Market Price** means in relation to a RTL share the price published by ASX Limited ACN 008 624 691 (*ASX*) as the final price for the previous day on which the RTL shares were traded on the financial market operated by ASX.
7. **eligible employee** means a person who is, at the time of a Fractional Share Award Offer, a full or part-time employee or director of the Issuer or an associated body corporate.
8. **financial product advice** has the meaning given by section 766B.
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9. **Fractional Share** means a fraction of an ordinary share in RTL.
10. **Fractional Share Award** means the award of an entitlement, under and subject to the terms of the Plan and the relevant Award Documents, to a Fractional Share which upon Vesting entitles the participant to be paid a cash sum by the Issuer to the participant equal to the market value of the relevant fraction of an ordinary share in RTL share in accordance with the rules of the Plan.
11. **Fractional Share Award Offer** means an offer of a Fractional Share Award under the Plan extended only to eligible employees.
12. **general advice** has the meaning given by section 766B.
13. **Issuer** means RTL or an associated body corporate of RTL.
14. **offer** has a meaning affected by sections 700, 702 and 1010C.
15. **Plan** means the employee incentive scheme extended only to eligible employees that is known as at the date of this instrument as the Rio Tinto Global Employee Share Plan.
16. **RTL** means Rio Tinto Limited (ACN 004 458 404).
17. **Share Awards** means all awards of shares granted to eligible employees under the Plan.
18. **Vesting** means the point at which a participant in the Plan becomes entitled to receive a Fractional Share the subject of a Fractional Share Award.
19. **Vesting Date** means the date of Vesting, as specified in the relevant Award Document, or such other date as the Board may determine.

Dated this 7th day of August 2012



Signed by Josh Gladwin

as delegate of the Australian Securities and Investments Commission



12-1060

**Australian Securities and Investments Commission**  
**Corporations Act 2001 – Paragraphs 283GA(1)(a), 601QA(1)(a), 741(1)(a), 911A(2)(l),**  
**992B(1)(a) and 1020F(1)(a) – Exemptions**

1. Under paragraphs 283GA(1)(a), 741(1)(a) and 1020F(1)(a) of the *Corporations Act 2001* (the *Act*), the Australian Securities and Investments Commission (*ASIC*) exempts:
  - (a) the Issuer from:
    - (i) Parts 2L.1, 2L.2, 2L.3, 2L.4 and 2L.5; and
    - (ii) Parts 6D.2 and 6D.3 (except section 736); and
    - (iii) Part 7.9,where the Issuer:
    - (iv) makes a Fractional Share Award Offer;
    - (v) offers to arrange for the issue of financial products under a Fractional Share Award Offer;
    - (vi) issues a financial product under a Fractional Share Award Offer, that involves a contribution plan but does not involve the Issuer or any associated body corporate offering any eligible employee of the Issuer a loan or similar financial assistance for the purpose of, or in connection with, the acquisition of financial products to which the offer relates, on the conditions set out in the Schedule and for so long as the conditions are met; and
  - (b) a person (other than a person covered by paragraph (a)) from Part 7.9 where the person makes a recommendation to acquire financial products under a Fractional Share Award Offer to which paragraph (a) relates, except where the person is aware, or ought reasonably to be aware, that any of the conditions set out in the Schedule have not been met.
2. For the avoidance of doubt, under paragraph 601QA(1)(a) ASIC exempts a person who operates a managed investment scheme only by reason of operating a contribution plan relating to the Fractional Share Award Offer to which paragraph (a) relates from section 601ED in relation to the operation of that managed investment scheme.
3. Under paragraph 911A(2)(l), ASIC exempts a person who is exempt from Part 6D.2 or Part 7.9 because of paragraph 1 or 2 of this instrument (other than because the person made a recommendation to acquire financial products) from the

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requirement to hold an Australian financial services licence for the provision of a financial service consisting of general advice reasonably given in connection with the Fractional Share Award Offer (including any general advice given in the Award Document) where the Award Document for the Fractional Share Award Offer includes a statement to the effect that any advice given by the person in connection with the Fractional Share Award Offer is general advice only, and that employees should consider obtaining their own financial product advice from an independent person who is licensed by ASIC to give such advice.

4. Under paragraph 911A(2)(l), ASIC exempts the Issuer and any associate of the Issuer from the requirement to hold an Australian financial services licence for the provision of the following financial services:
    - (a) the provision of a custodial or depositary service in connection with a Fractional Share Award Offer covered by paragraph 1 of this instrument where the provider of the service performs their duties in good faith and has sufficient resources to perform those duties; and
    - (b) dealing in a financial product in the course of providing a custodial or depositary service covered by paragraph (a); and
    - (c) dealing in a financial product in connection with a Fractional Share Award Offer covered by paragraph 1 of this instrument, where any acquisition by purchase or disposal of the product (by the Issuer or an associate) occurs either:
      - (i) through a person who holds an Australian financial services licence authorising the holder to deal in financial products; or
      - (ii) outside this jurisdiction and through a person who is licensed or otherwise authorised to deal in financial products in the relevant place.
    - (d) in the case where paragraph 2 of this instrument applies – dealing in an interest in a managed investment scheme that is exempt from section 601ED because of that paragraph.
  5. Under paragraphs 741(1)(a) and 992B(1)(a), ASIC exempts the Issuer from section 736, 992A and 992AA of the Act in relation to offers of Fractional Share Awards covered by paragraph 1 of this instrument made in the course of, or because of, unsolicited meetings or telephone calls reasonably held or made in connection with the offer.
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### Schedule

The following conditions apply:

1. the Issuer must ensure that a Fractional Share Award is substantially on the terms set out in the rules of the Plan provided to ASIC on 6 August 2012; and
2. the Issuer must:
  - (a) include the Fractional Share Award Offer in an Award Document; and
  - (b) take reasonable steps to ensure that any eligible employee to whom the Fractional Share Award Offer is made is given a copy of the Award Document; and
  - (c) provide to ASIC a copy of the Award Document (which need not contain any details of the Fractional Share Award Offer particular to the employee such as the identity or entitlement of the employee) and of each accompanying document not later than 7 days after the first provision of that material to an employee; and
3. the Issuer must comply with any undertaking required to be made in the Award Document by reason of this instrument;
4. the Issuer must take reasonable steps to ensure that the number of shares the subject of the Fractional Share Award Offer (combined with any other offer of Share Awards) when aggregated with:
  - (a) the number of shares in the same class which would be issued were each outstanding offer with respect to shares, units of shares and rights and options to acquire unissued shares, under an employee share scheme (including the Plan) to be accepted or exercised; and
  - (b) the number of shares in the same class issued during the previous 5 years pursuant to the Plan or any other employee share scheme extended only to eligible employees of the Issuer,but disregarding any offer made, or option or right acquired or share issued by way of or as a result of:
  - (c) an offer to a person situated at the time of receipt of the offer outside this jurisdiction; or
  - (d) an offer that was an excluded offer or invitation within the meaning of the Corporations Law as in force before the commencement of Schedule 1 to the *Corporate Law Economic Reform Program Act 1999*; or
  - (e) an offer that did not need disclosure to investors because of section 708; or

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(f) an offer that did not require the giving of a Product Disclosure Statement because of section 1012D; or

(g) an offer made under a disclosure document or Product Disclosure Statement,

does not exceed 5% of the total number of issued shares in that class of the Issuer as at the time of the offer.

Note: where a document must be provided in writing it may be provided by electronic means. See s5C of the Act and s25 of the *Act Interpretation Act 1901*.

**Interpretation**

In this instrument:

1. except where otherwise stated, references to provisions are to provisions of the Act;
2. the Plan shall not be regarded as extended to a person other than an eligible employee only because such an employee may renounce an offer of financial products made to them under the scheme in favour of their nominee;
3. **associated body corporate** means:
  - (a) a body corporate that is a related body corporate of the Issuer; or
  - (b) a body corporate that has voting power in the Issuer of not less than 20%; or
  - (c) a body corporate in which the Issuer has voting power of not less than 20%;
4. **Award Document** means a document setting out the terms of an offer or issue of Share Awards under the Plan, including a Fractional Share Award, that:
  - (a) includes or is accompanied by a copy, or a summary, of the rules of the Plan; and
  - (b) if a summary (rather than a copy) of the rules of the Plan is given – includes an undertaking that during the period until the relevant Vesting Date, the Issuer will, within a reasonable period of the employee so requesting, provide the employee without charge with a copy of the rules of the Plan; and
  - (c) specifies in respect of the Fractional Share Awards:
    - (i) how the cash amount payable under the Fractional Share Award will be calculated; and
    - (ii) where the cash amount payable under the Fractional Share Award is to be worked out in the future under a formula, that amount in Australian dollars or the Australian dollar equivalent of that amount

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were that formula applied at the date of the Fractional Share Award Offer.

- (d) includes an undertaking that, and an explanation of the way in which, the Issuer will, during the period until the relevant Vesting Date, within a reasonable period of the employee requesting, make available to the employee the Current Market Price of RTP shares of the same class as those that will determine the value of the Fractional Share Award on the Vesting Date.
5. **contribution plan** means a plan under which a participating eligible employee may save money by regular deductions from wages or salary (including through salary sacrifice arrangements) towards paying for shares offered for issue or sale under an employee share scheme where the terms and conditions of the contribution plan include terms and conditions to the effect that:
- (a) all deductions from wages or salary made in connection with participation in the contribution plan must be authorised by the employee on the same form of application which is used in respect of the offer, or on a form which is included in or accompanies the offer document;
- (b) before transferring contributions to acquire shares, any contributions made by an employee as part of the contribution plan must be held by the Issuer in trust for the employee in an account of an Australian ADI which is established and kept by the Issuer only for the purpose of depositing contribution moneys and other money paid by employees for the shares on offer under the employee share scheme; and
- (c) the employee may elect to discontinue their participation in the contribution plan at any time and as soon as practicable after that election is made all money deposited in the account referred to in paragraph (b) above in relation to that employee, including any accumulated interest, must be repaid to that employee.
6. **Current Market Price** means in relation to a RTP share the price published by the London Stock Exchange (**LSE**) as the final price for the previous day on which the RTP shares were traded on the financial market operated by LSE.
7. **eligible employee** means a person who is, at the time of a Fractional Share Award Offer, a full or part-time employee or director of the Issuer or an associated body corporate.
8. **financial product advice** has the meaning given by section 766B.
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12-1060

9. ***Fractional Share*** means a fraction of an ordinary share in RTP.
10. ***Fractional Share Award*** means the award of an entitlement, under and subject to the terms of the Plan and the relevant Award Documents, to a Fractional Share which upon Vesting entitles the participant to be paid a cash sum by the Issuer to the participant equal to the market value of the relevant fraction of an ordinary share in RTP share in accordance with the rules of the Plan.
11. ***Fractional Share Award Offer*** means an offer of a Fractional Share Award under the Plan extended only to eligible employees.
12. ***general advice*** has the meaning given by section 766B.
13. ***Issuer*** means RTP or an associated body corporate of RTP.
14. ***offer*** has a meaning affected by sections 700, 702 and 1010C.
15. ***Plan*** means the employee incentive scheme extended only to eligible employees that is known as at the date of this instrument as the Rio Tinto Global Employee Share Plan.
16. ***RTP*** means Rio Tinto plc.
17. ***Share Awards*** means all awards of shares granted to eligible employees under the Plan.
18. ***Vesting*** means the point at which a participant in the Plan becomes entitled to receive a Fractional Share the subject of a Fractional Share Award.
19. ***Vesting Date*** means the date of Vesting, as specified in the relevant Award Document, or such other date as the Board may determine.

Dated this 7th day of August 2012



Signed by Joshua Gladwin

as delegate of the Australian Securities and Investments Commission



12-1061

**ASIC**

Australian Securities & Investments Commission

**Australian Securities & Investments Commission  
Corporations Act 2001 Section 915B**

**Notice of Cancellation of an Australian Financial Services Licence**

**TO:** Avenue Capital Management Ltd  
ACN 094 986 562 ("the Licensee")  
PO Box 406  
PARRAMATTA NSW 2124

Pursuant to section 915B of the **Corporations Act 2001**, the Australian Securities and Investments Commission hereby cancels AFS Licence Number 232406 held by the Licensee with effect from the date on which this notice is given to the Licensee.

Dated this 7 August 2012.

Signed .....

A handwritten signature in black ink, appearing to be 'Joyce Krashow', written over a dotted line.

Joyce Krashow, a delegate of the Australian Securities and Investments Commission



Australian Government

Takeovers Panel

12 - 1074

**CORPORATIONS ACT  
SECTION 657A  
DECLARATION OF UNACCEPTABLE CIRCUMSTANCES**

**THE PRESIDENT'S CLUB LIMITED**

**CIRCUMSTANCES**

1. The President's Club Ltd (TPC) is an unlisted company with more than 50 members. Its capital is divided into 7,488 ordinary shares and 5 subscriber shares (the latter having no right to vote, to dividends or to participate in the net assets of the company on a winding up).
2. Coeur de Lion Holdings Pty Ltd (CDLH) owns all the shares in Coeur de Lion Investments Pty Ltd (CDLI). CDLI owns 3,107 shares in TPC (approximately 41.4%).
3. Ordinary shares in TPC are voting shares. They carry voting rights beyond those in the definition of 'voting share' in section 9. This is not changed by a deed poll entered by CDLI, revocable on 6 months' notice and which has been revoked, in favour of the Australian Securities and Investments Commission as follows:
 

*Where [CDLI] and its associates are not disqualified and excluded from voting their interests at a meeting, [CDLI] covenants that any voting rights held by [CDLI] and its associates or any operator, manager, promoter in relation to each Scheme, must not be exercised in excess of 10% of the votes that may be cast (after deducting any votes not cast by anyone or more members) on a resolution by members of the relevant Club other than:*

  - (a) *in circumstances consented to in writing by the ASIC; or*
  - (b) *in relation to a resolution to wind up the relevant Scheme.*
4. In or around July 2011, CDLI:
  - (a) was the holder of the shares
  - (b) had power to exercise, or control the exercise of, a right to vote attached to the shares and/ or
  - (c) had power to dispose of, or control the exercise of a power to dispose of, the shares.
5. In or around July 2011, Queensland North Australia Pty Ltd (QNA) acquired 98% of the shares in CDLI. The remaining 2% of the shares in CDLI were acquired by Closeridge Pty Ltd.
6. By reason of section 608(3)(a), or alternatively section 608(3)(b), in or around July 2011 QNA acquired a relevant interest in the shares in TPC that CDLI had a relevant interest in (first acquisition).
7. None of the exceptions in section 611 applied to the first acquisition. The first acquisition occurred in contravention of section 606.



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8. Further in March 2012, QNA acquired 221 additional shares in TPC (2.9%) taking its relevant interest in TPC shares to approximately 44.4% (collectively, **second acquisition**). The second acquisition was the acquisition of a substantial interest in TPC.
9. The second acquisition occurred in purported reliance on item 9 of section 611. However, to the extent that item 9 was met, it was only by reason of the first acquisition, which contravened section 606.
10. It appears to the Panel that the circumstances of the first acquisition are unacceptable having regard to:
  - (a) the effect that the Panel is satisfied the circumstances have had, are having, will have or are likely to have on:
    - (i) the control, or potential control, of TPC or
    - (ii) the acquisition, or proposed acquisition, by a person of a substantial interest in TPC and
  - (b) the purposes of Chapter 6 set out in section 602 and
  - (c) because they constituted, constitute, will constitute or are likely to constitute a contravention of a provision of Chapter 6.
11. Further it appears to the Panel that the circumstances of the second acquisition are unacceptable having regard to:
  - (a) the effect that the Panel is satisfied the circumstances have had, are having, will have or are likely to have on:
    - (i) the control, or potential control, of TPC or
    - (ii) the acquisition, or proposed acquisition, by a person of a substantial interest in TPC and
  - (b) the purposes of Chapter 6 set out in section 602.
12. The Panel considers that it is not against the public interest to make a declaration of unacceptable circumstances. It has had regard to the matters in section 657A(3).

#### DECLARATION

The Panel declares that the circumstances constitute unacceptable circumstances in relation to the affairs of The President's Club Limited.



Alan Shaw  
Counsel

with authority of Ewen Crouch  
President of the sitting Panel  
Dated 24 July 2012



Australian Government

Takeovers Panel

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**CORPORATIONS ACT  
SECTION 657D  
ORDERS**

**THE PRESIDENT'S CLUB LIMITED**

The Panel made a declaration of unacceptable circumstances on 24 July 2012.

**THE PANEL ORDERS**

1. The Associated Parties must not exercise any voting rights that attach to the Acquisition Shares.
2. The Associated Parties must not make any further acquisitions of a relevant interest in shares in TPC, except:
  - (a) with the consent of the Panel or
  - (b) pursuant to acceptances under a takeover offer referred to in Order 4 or
  - (c) the acquisition by Mr Clive Palmer of the shares corresponding to Lot 64 on BUP 8874 recently acquired by Mr Palmer from CDLI.
3. The Associated Parties must not dispose of, transfer or charge any of the Acquisition Shares, except:
  - (a) with the consent of the Panel or
  - (b) for a disposal or transfer pursuant to the acquisition by Mr Clive Palmer of the shares corresponding to Lot 64 on BUP 8874 recently acquired by Mr Palmer from CDLI.
4. Orders 1, 2 and 3 cease if all of the following requirements are met:
  - (a) QNA or an associate of it makes offers for all the shares in TPC under a takeover bid that complies with chapter 6 and which meets the following conditions:
    - (i) the terms are no less favourable than those set out in the original Bidder's Statement lodged with ASIC on 12 April 2012
    - (ii) the offer price is no less than \$65,013 for each parcel of shares and the corresponding villa interest
    - (iii) the offer period is no less than 2 months and
    - (iv) ASIC has confirmed in writing to the proposed bidder that it is otherwise satisfied with the terms of the offer and the disclosure in the bidder's statement. This confirmation is not to be construed as ASIC's approval of the bidder's statement and

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- (b) no less than 50% of the offers made for shares not already held by the Associated Parties are accepted and
- (c) all the accepting shareholders have been paid.
5. If QNA or an associate proposes to make a takeover bid under Order 4:
- (a) QNA and its associates must ensure that the proposed bidder provides ASIC with all reasonable assistance requested by ASIC and
- (b) should ASIC be unable to settle the terms or disclosure with the proposed bidder, either ASIC or the proposed bidder may refer the issue to the Panel for determination.
6. In these orders the following terms have the corresponding meaning:
- |                    |  |
|--------------------|--|
| Acquisition Shares | 3,328 shares in TPC held:<br>(a) as to 3,107 shares, by CDLI or an associate and<br>(b) as to 221 shares, by QNA or an associate |
| Associated Parties | CDLI, CDLH, Closeridge, QNA and each of their respective associates  |
| CDLH               | Coeur de Lion Holdings Pty Ltd   |
| CDLI               | Coeur de Lion Investments Pty Ltd  |
| Closeridge         | Closeridge Pty Ltd   |
| QNA                | Queensland North Australia Pty Ltd   |
| TPC                | The President's Club Limited   |



**Alan Shaw**  
Counsel  
with authority of Ewen Crouch  
President of the sitting Panel  
Dated 27 July 2012

CORPORATIONS ACT 2001  
Subsection 601PB(2)

ASIC may deregister the managed investment schemes listed below two months after the publication of this notice, unless given acceptable reason not to proceed.

Dated this tenth day of August 2012

Rosanne Bell  
DELEGATE OF  
THE AUSTRALIAN SECURITIES AND INVESTMENTS COMMISSION

**Name of Scheme**

**ARSN**

SIM GLOBAL MACRO TRUST

109 510 296

TYNDALL AUSTRALIAN SHARE VALUE FUND

091 002 363

CORPORATIONS ACT 2001  
Subsection 601PA(3)

ASIC may deregister the managed investment scheme(s) listed below two months after the publication of this notice, unless given acceptable reason not to proceed.

Dated this tenth day of August 2012

Rosanne Bell  
DELEGATE OF  
THE AUSTRALIAN SECURITIES AND INVESTMENTS COMMISSION

**Name of Scheme**

**ARSN**

D H FLINDERS PRIVATE EQUITY FUND

147 247 292

CORPORATIONS ACT 2001  
Section 601CL(4)

ASIC will strike the foreign companies listed below off the register three months after the publication of this notice, unless given acceptable reason not to proceed.

Dated this tenth day of August 2012

Rosanne Bell  
DELEGATE OF  
THE AUSTRALIAN SECURITIES AND INVESTMENTS COMMISSION

**Name of Company**

**ARBN**

DJC,L.L.C.	132 377 292
DUNCAN COTTERILL SERVICES LIMITED	107 068 315
PARKINGENIE PTY LTD	147 259 934
REALWORLD OO SYSTEMS LIMITED	131 583 527

Corporations Act 2001  
Subsection 164(3)

Notice is hereby given that ASIC will alter the registration details of the following companies 1 month after the publication of this notice, unless an order by a court or Administrative Appeals Tribunal prevents it from doing so.

**BLADE DISTRIBUTED ENERGY LTD** ACN 156 177 945 will change to a proprietary company limited by shares. The new name will be **BLADE DISTRIBUTED ENERGY PTY LTD** ACN 156 177 945.

**BPG CAPITAL LIMITED** ACN 068 998 425 will change to a proprietary company limited by shares. The new name will be **BPG CAPITAL PTY LIMITED** ACN 068 998 425.

**ECOPAVE AUSTRALIA HOLDINGS PTY LTD** ACN 129 893 465 will change to a public company limited by shares. The new name will be **ECOPAVE AUSTRALIA HOLDINGS LTD** ACN 129 893 465.

**FEDERATION METALS NL** ACN 149 771 979 will change to a proprietary company limited by shares. The new name will be **FEDERATION METALS PTY LTD** ACN 149 771 979.

**HUNNU COAL LIMITED** ACN 138 962 124 will change to a proprietary company limited by shares. The new name will be **HUNNU COAL PTY LTD** ACN 138 962 124.

**MANLY SURF LIMITED** ACN 141 339 531 will change to a proprietary company limited by shares. The new name will be **MANLY SURF PTY LTD** ACN 141 339 531.

**ORACLE FINANCIAL SOLUTIONS LTD** ACN 136 469 077 will change to a proprietary company limited by shares. The new name will be **ORACLE FINANCIAL SOLUTIONS PTY LTD** ACN 136 469 077.

**PARINGA RESOURCES PTY LTD** ACN 155 933 010 will change to a public company limited by shares. The new name will be **PARINGA RESOURCES LIMITED** ACN 155 933 010.

**PARMALAT AUSTRALIA LTD** ACN 072 928 879 will change to a proprietary company limited by shares. The new name will be **PARMALAT AUSTRALIA PTY LTD** ACN 072 928 879.

**SEMENTIS PTY LTD** ACN 138 550 811 will change to a public company limited by shares. The new name will be **SEMENTIS LIMITED** ACN 138 550 811.