



**ASIC**

Australian Securities &  
Investments Commission

Commonwealth of Australia Gazette

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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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### Company/Scheme deregistrations

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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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**Australian Securities and Investments Commission  
Corporations Act 2001 – Paragraphs 655A(1)(b) and 673(1)(b)  
– Declarations**

**Enabling legislation**

1. The Australian Securities and Investments Commission (*ASIC*) makes this declaration under paragraphs 655A(1)(b) and 673(1)(b) of the *Corporations Act 2001 (Act)*.

**Title**

2. This instrument is ASIC Instrument 12 – 1134.

**Commencement**

3. This instrument commences on 21 August 2012.

**Declarations**

4. Chapters 6 and 6C of the Act apply to Tag Pacific Limited ACN 009 485 625 (**Tag Pacific**) as if:
  - a) section 609 of the Act, were modified or varied by adding after subsection (13), as notionally inserted by ASIC Class Order 03/634 (CO03/634):

"(14) A person does not have a relevant interest in securities merely because they apply restrictions on the disposal of the securities by the holder."; and
  - b) Part 6C.1 of the Act were further modified or varied by adding after section 671BA, as notionally inserted by CO 03/634:

"671BB For the purposes of section 671B and the definition of *substantial holding* in section 9, a person has a relevant interest in securities if the person would have a relevant interest in the securities but for subsection 609(14)."

**Where this instrument applies**

5. This instrument applies to an acquisition of a relevant interest in up to 22,939,447 shares in the Company (*Escrowed Securities*) arising as a result of the entry by Tag Pacific into an escrow deed (*Escrow Deeds*) with each of the persons named in Schedule A (each a *Security Holder*), where each of the Escrow Deeds:
  - (a) restricts disposal of, but not the exercise of voting rights attaching to, the Escrowed Securities;

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- (b) terminates no later than 24 months after the Escrowed Securities are first issued by Tag Pacific;
- (c) allows the Security Holder to accept into a takeover bid where:
  - (i) holders of at least half of the bid class securities that are not subject to Escrow Deeds to which the offer under the bid relates have accepted; and
  - (ii) the Escrow Deeds require that the Escrowed Securities be returned to escrow if the bid does not become unconditional; and
- (d) allows the Escrowed Securities to be transferred or cancelled as part of a merger by scheme of arrangement; and
- (e) is substantially in the form provided to ASIC on 25 July 2012.

**Schedule A**

|   |                                    |
|---|------------------------------------|
| Pacific Spectrum Investments Pty Limited  | Andrew Haavisto                    |
| Paul Douglas Sharp  | Brian O'Malley                     |
| Mark Scupham  | Lillianne Sharp                    |
| Paul Douglas Sharp and Lisa Marie Sharp as trustees of The Paul Sharp Childrens Trust | Scott Young and Jacqueline Young   |
| Lange Investment Holdings Pty Ltd   | Ronald Bailey and Vassoulla Bailey |
| ASCE Engineering Pty Ltd  | Andrew Haavisto and Karen Haavisto |

Dated this 21<sup>st</sup> day of August 2012

Signed by Susan Donnelly  
As a delegate of the Australian Securities and Investments Commission

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**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 Lots 1 to 111 on SP252452, being the whole of the land located at Lot 3 Sullivan Street, Emerald QLD 4720, developed in accordance with an approval of a local government organisation (for Lots 3 & 4 on SP206085) 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;

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- (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 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 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;

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- (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 advise 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

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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*
-

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- (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.



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*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

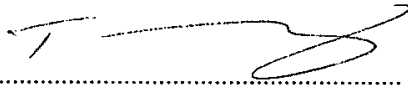
6. In this instrument:

*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.

*Product Disclosure Statement* has the meaning given by section 761A of the Act.

Dated this 10<sup>th</sup> day of September 2012



Signed by Tony Tran  
as a delegate of the Australian Securities and Investments Commission

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

**Enabling legislation**

1. The Australian Securities and Investments Commission (*ASIC*) makes this instrument under paragraphs 283GA(1)(a), 601QA(1)(a), 741(1)(a), 911A(2)(l), 992B(1)(a), 1020F(1)(a) and 1020F(1)(b) of the *Corporations Act 2001* (the *Act*).

**Title**

2. This instrument is ASIC Instrument 12-1179.

**Commencement**

3. This instrument commences on 10 September 2012.

**Exemptions**

4. ASIC exempts:

- (a) the Issuer;

- (b) a related body corporate of the Issuer;

from Parts 2L.1, 2L.2, 2L.3, 2L.4, 2L.5, 6D.2, 6D.3 (except section 736) and 7.9 where that person:

- (c) makes an eligible offer;

- (d) offers to arrange for the issue of financial products under an eligible offer;

- (e) issues a financial product under an eligible offer,

that involves a contribution plan but does not involve the Issuer or a related body corporate of the Issuer offering any eligible employee 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 paragraph 10 for so long as the conditions are met.

5. ASIC exempts a financial product that is the subject of an eligible offer from Part 7.9 where a person (other than a person covered by paragraph 4 of this instrument) makes a recommendation to acquire financial products under an eligible offer, except where the person is aware, or ought reasonably to be aware, that any of the conditions set out in paragraph 10 have not been met.

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6. ASIC exempts a person who operates a managed investment scheme relating to an eligible offer, where the person is:

- (a) the Issuer;
- (b) a related body corporate of the Issuer; or
- (c) the Trustee;

from section 601ED in relation to the operation of that managed investment scheme.

7. ASIC exempts a person who is exempt from Part 6D.2 or Part 7.9 because of paragraph 4 of this instrument from the requirement to hold an Australian financial services licence for the provision of a financial service consisting of general advice reasonably given in connection with an offer referred to in that paragraph (including any general advice given in the offer document) where the offer document for the offer includes a statement to the effect that any advice given by the person in connection with the 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.

8. ASIC exempts:

- (a) the Issuer who is exempt from Part 6D.2 or Part 7.9 because of paragraph 4 of this instrument;
- (b) a related body corporate of the Issuer; and
- (c) the Trustee;

from the requirement to hold an Australian financial services licence for the provision of the following financial services:

- (d) the provision of a custodial or depositary service in connection with an eligible offer covered by the exemption in paragraph 4 of this instrument where the provider of the service performs their duties in good faith and has sufficient resources to perform those duties; and
- (e) dealing in a financial product in the course of providing a custodial or depositary service covered by paragraph 8 (d) of this instrument; and
- (f) dealing in a financial product in connection with an eligible offer covered by the exemption in paragraph 4 of this instrument where any acquisition by purchase or disposal of the product (by the Issuer or related body corporate of the Issuer) occurs either:
  - i. through a person who holds an Australian financial services licence authorising the holder to deal in those financial products; or

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- ii. outside this jurisdiction and through a person who is licensed or otherwise authorised to deal in those financial products in the relevant place.
  - (g) in the case where paragraph 6 applies — dealing in an interest in a managed investment scheme that is exempt from section 601ED because of that paragraph.
9. ASIC exempts a person who is exempt from Part 6D.2 or Part 7.9 because of paragraph 4 of this instrument from sections 736, 992A and 992AA in relation to offers made in the course of, or because of, unsolicited meetings or telephone calls reasonably held or made in connection with an eligible offer.

**Conditions**

10. The following conditions apply:
- (a) the Issuer must ensure that the eligible offer is substantially on the terms set out in the Plan Rules; and
  - (b) the Issuer must:
    - i. include the offer in an offer document; and
    - ii. take reasonable steps to ensure that any eligible employee to whom the offer is made is given a copy of the offer document; and
    - iii. provide to ASIC a copy of the offer document (which need not contain details of the 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
  - (c) the Issuer must comply with any undertaking required to be made in the offer document by reason of this instrument; and
  - (d) the Issuer must ensure that the number of shares the subject of the eligible offer to be received on vesting of shares when aggregated with:
    - i. the number of shares in the same class which would be issued under all outstanding offers with respect to shares, units of shares and options to acquire unissued shares, under an employee share scheme to be accepted or exercised; and
    - ii. the number of shares in the same class issued during the previous 5 years pursuant to the Plan or any other employee incentive scheme extended only to eligible employees of the Issuer;

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but disregarding any offer made, or option acquired or share issued by way of or as a result of:

- iii. an offer to a person situated at the time of receipt of the offer outside this jurisdiction; or
- iv. 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
- v. an offer that did not need disclosure to investors because of section 708; or
- vi. an offer that did not require the giving of a Product Disclosure Statement because of section 1012D; or
- vii. an offer made under a disclosure document or Product Disclosure Statement,

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

11. The Issuer must take reasonable steps to ensure that each related body corporate of the Issuer in Australia must keep at its registered office or principal place of business, a register of employees who participate in the eligible offer and enter in the register:
  - (a) the names and addresses of each employee;
  - (b) the extent of the holding of each employee;
  - (c) the date at which the name of each employee was entered in the register; and
  - (d) the date at which each employee's interest ceased, if applicable.
12. The Issuer must take reasonable steps to ensure that QGC must, on behalf of the Issuer, accept notices, correspondence and service of process at a registered office or principal place of business in Australia;
13. The Issuer, through QGC, must make available for public inspection at QGC's registered office or principal place of business in Australia, and provide to eligible employees domiciled in this jurisdiction with a copy of the Plan Rules and the offer documents and meet all reasonable requests for information.

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**Interpretation**

14. In this instrument:

- (a) except where otherwise stated, references to provisions are to provisions of the Act; and
- (b) 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 Plan in favour of their nominee.

15. In this instrument:

**QGC** means QGC Pty Limited ACN 089 642 553.

**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 Trustee in trust for the employee in:
  - (i) if the contributions are made in Australian Dollars and held in this jurisdiction - an account of an Australian ADI; or
  - (ii) if the contributions are made in Australian Dollars and may be converted under the Plan Rules from Australian Dollars to GBP and held in the United Kingdom – an account of a United Kingdom ADI; or
  - (iii) if the contributions are made in GBP and held in the United Kingdom – an account of United Kingdom ADI;

which account is established and kept in the relevant jurisdiction by the Trustee only for the purpose of depositing contribution and other moneys 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:

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- (i) if the employee notifies the Issuer, or a related body corporate of the Issuer, of the employee's election to discontinue the employee's participation in the contribution plan, the Issuer, or the related body corporate of the Issuer (as the case may be), must immediately notify the Trustee of the employee's election to discontinue their participation in the contribution plan.
- (ii) if the employee, or Issuer, or related body corporate of the Issuer, notifies the Trustee of the employee's election to discontinue their participation in the contribution plan and the employee's contributions are in Australian Dollars and held in this jurisdiction in an Australian ADI – the Trustee must either:
  - (A) pay directly to the employee the amount of money deducted from the employee's wages or salary and which has not yet been applied to acquire shares; or
  - (B) pay to a Payroll Account the amount of money deducted from the employee's wages or salary and which has not yet been applied to acquire shares;
- (iii) if the employee, or Issuer, or related body corporate of the Issuer, notifies the Trustee of the employee's election to discontinue their participation in the contribution plan and the employee's contributions are in GBP and held in a United Kingdom ADI – the Trustee must either:
  - (A) pay directly to the employee, or pay directly to a Payroll Account an Australian dollar amount that is equal to the Australian dollar amount of money deducted from the employee's wages or salary in this jurisdiction and which has not yet been applied to acquire shares (i.e. disregarding differences in amounts arising from any conversion of money deducted into a foreign currency or into Australian dollars, between the date of the relevant deduction and the date of the employee's election to discontinue participation; or
  - (B) pay directly to the Payroll Account a GBP amount equal to the GBP amount of the employee's contributions held by the Trustee and which have not yet been applied to acquire shares;
- (d) if the employee elects to discontinue participation in the contribution plan and the Trustee pays an amount equal to the employee's contributions which have not yet been applied to acquire shares, in Australian Dollars or GBP, to a Payroll Account then the Issuer, or related body corporate of the Issuer (as the case may be), must:
  - (i) hold all monies received from the Trustee in the Payroll Account in further trust for the employee until the money is paid from the Payroll Account directly to the employee; and

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- (ii) pay directly to the employee at the next pay cycle immediately following the receipt from the Trustee of any of the employee's contributions which have not yet been applied to acquire shares, an Australian dollar amount that is equal to the Australian dollar amount of money deducted from the employee's wages or salary in this jurisdiction and which has not yet been applied to acquire shares (i.e. disregarding differences in amounts arising from any conversion of money deducted into a foreign currency or into Australian dollars, between the date of the relevant deduction and the date of the employees election to discontinue participation;
- (e) All costs and expenses, including foreign exchange losses as a result of an employee electing to discontinue participation in the contribution plan, arising from the conversion of the employee's contributions from Australian Dollars to GBP, or from GBP to Australian Dollars, or transferred between jurisdictions (i.e. Australian or the United Kingdom) under the Plan Rules, will be paid for by the Issuer or a related body corporate of the Issuer.
- (f) All foreign exchange gains arising from the conversion of employee contributions from Australian Dollars to GBP, or from GBP to Australian Dollars, or transferred between this jurisdiction the United Kingdom under the Plan Rules will be paid to the employee.

*eligible employee* means a person who is, at the time of an eligible offer, a full or part-time employee or director of the Issuer or related body corporate of the Issuer;

*eligible offer* means an offer made under the Plan for the issue, sale or transfer of fully-paid shares in the Issuer in the same class as shares of the Issuer which have been quoted on the London Stock Exchange throughout the 12 month period immediately before the offer, and without suspension for more than a total of 2 trading days during that period;

*financial product advice* has the meaning given by section 766B;

*GBP* means Great Britain pounds sterling;

*general advice* has the meaning given by section 766B;

*Issuer* means BG Group plc, an entity incorporated under the laws of the United Kingdom;

*offer* has a meaning affected by section 1010C of the Act;

*offer document* means a document setting out the offer under a Plan that:

- (a) includes or is accompanied by a copy or a summary of the rules of the relevant Plan; and
- (b) if a summary (rather than a copy) of the rules of the relevant Plan is given, includes an undertaking that during the period (the offer



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period) during which an eligible employee may acquire awards that are offered, 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 relevant Plan; and

- (c) specifies the circumstances in which an eligible employee may receive a cash amount in connection with an Award and how the cash amount will be calculated;

**Payroll Account** means an account in the name of the Issuer, or a related body corporate of the issuer, with an Australian ADI, or United Kingdom ADI, from which account the Issuer, or related body corporate of the Issuer, pays the salary or wages of the employees of the Issuer or related body corporate of the Issuer in this jurisdiction;

**Plan** means an employee incentive scheme that is known as at the date of this instrument as the BG Group Global Partnership Plan;

**Plan Rules** means the written rules and terms of the Plan that are substantially in the terms set out in the BG Group Global Partnership Plan provided to ASIC on 25 July 2012;

**Trustee** means Computershare Limited ABN 71 005 485 825 or any of its related bodies corporate;

**United Kingdom ADI** means an institution authorised by the laws of the United Kingdom to carry on banking business in the United Kingdom.

Dated 10 September 2012



Signed by Nayanisha Samarakoon  
as 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:** Securities International Ltd (In Liquidation)  
ACN 073 988 226 ("the Licensee")  
GPO Box 7079  
Sydney, NSW 2001

Pursuant to section 915B of the **Corporations Act 2001**, the Australian Securities and Investments Commission hereby cancels Licence Number 260231 held by the Licensee with effect from the date on which this notice is given to the Licensee.

Dated this 07 September 2012

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

Signed .....

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

12-1215

**Australian Securities and Investments Commission  
Corporations Act 2001 – Paragraph 911A(2)(l) – Exemption**

**Enabling legislation**

1. The Australian Securities and Investments Commission (*ASIC*) makes this instrument under paragraph 911A(2)(l) of the *Corporations Act 2001* (the *Act*).

**Title**

2. This instrument is ASIC Instrument [12-1215].

**Commencement**

3. This instrument commences on gazettal.

**Exemption**

4. Vyapar Capital Market Partners (UK) Limited ARBN 137 455 782 (*Company*) is exempt from the requirement to hold an Australian financial services licence in relation to the provision of financial services specified in paragraph 1 of Schedule B of the class order in this jurisdiction to wholesale clients.

**Where this instrument applies**

5. This instrument applies where the Company meets the requirements specified in Schedules A (except for paragraphs (d), (e) and (f)) and B of the class order.

**Conditions**

6. The Company must take reasonable steps to comply with the requirements specified in Schedule C of the class order.

**Where this instrument ceases to apply**

7. This instrument ceases to apply if both of the following are satisfied:

(a) the Company becomes aware or should reasonably have become aware of matters that give it reason to believe that it has failed, other than in an immaterial respect, to comply with a requirement set out in Schedule C of the class order;

(b) the Company has not provided full particulars of the failure to ASIC (to the extent that the Company knows those particulars or would have known them if it had undertaken reasonable enquiries) within 15 business days after the Company became so aware or should reasonably have become so aware.

12-1215

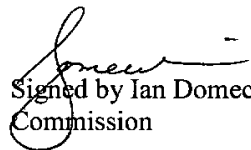
**Interpretation**

In this instrument:

*class order* means ASIC Class Order [CO 03/1099] (the *class order*) as in force on the date of this instrument and as amended from time to time by a disallowable legislative instrument within the meaning of the *Legislative Instruments Act 2003*.

*wholesale client* has the meaning given by section 761G of the Act.

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



Signed by Ian Domicillo as a delegate of the Australian Securities and Investments Commission



12 - 1216

**ASIC**

Australian Securities & Investments Commission

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

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

**TO:** Alert Trader Pty Ltd (In Liquidation)  
**ABN 89 104 221 132 ("the Licensee")**  
GPO Box 5138  
Sydney, NSW 2001

Pursuant to section 915B of the **Corporations Act 2001**, the Australian Securities and Investments Commission hereby cancels Licence Number 310891 held by the Licensee with effect from the date on which this notice is given to the Licensee.

Dated this 07 September 2012

Signed .....

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

12-1220

**Australian Securities and Investments Commission  
Corporations Act 2001 – Paragraph 911A(2)(l) – Exemption**

**Enabling legislation**

1. The Australian Securities and Investments Commission (*ASIC*) makes this instrument under paragraph 911A(2)(l) of the *Corporations Act 2001* (the *Act*).

**Title**

2. This instrument is ASIC Instrument 12-1220.

**Commencement**

3. This instrument commences on gazettal.

**Exemption**

4. Aviva Investors Global Services Limited NRET 140 713 382 (*AIGSL*) is exempt from the requirement to hold an Australian financial services licence in relation to the provision of financial services specified in paragraph 1 of Schedule B of the class order in this jurisdiction to wholesale clients.

**Where this instrument applies**

5. This instrument applies where AIGSL meets the requirements specified in Schedules A (except for paragraphs (d), (e) and (f)) and B of the class order.

**Conditions**

6. AIGSL must take reasonable steps to comply with the requirements specified in Schedule C of the class order.

**Where this instrument ceases to apply**

7. This instrument ceases to apply if both of the following are satisfied:
  - (a) AIGSL becomes aware or should reasonably have become aware of matters that give it reason to believe that it has failed, other than in an immaterial respect, to comply with a requirement set out in Schedule C of the class order; and
  - (b) AIGSL has not provided full particulars of the failure to ASIC (to the extent that AIGSL knows those particulars or would have known them if it had undertaken reasonable enquiries) within 15 business days after AIGSL became so aware or should reasonably have become so aware.

12-1220

**Interpretation**

In this instrument:

*class order* means ASIC Class Order [CO 03/1099] (the *class order*) as in force on the date of this instrument and as amended from time to time by a disallowable legislative instrument within the meaning of the *Legislative Instruments Act 2003*.

*wholesale client* has the meaning given by section 761G of the Act.

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



Signed by Sean Polivnick  
as a delegate of the Australian Securities and Investments Commission



12-1222

**ASIC**

Australian Securities & Investments Commission


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

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

**TO:** Barker Meier Insurance Brokers Pty Ltd (IN LIQ)  
ACN 054 105 289 ("the Licensee")  
207 Flinders Street  
ADELAIDE SA 5000

Pursuant to section 915B of the **Corporations Act 2001**, the Australian Securities and Investments Commission hereby cancels AFS Licence Number 247135 held by the Licensee with effect from the date on which this notice is given to the Licensee.

Dated this 10 September 2012.

Signed  .....

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



12-1229

**Australian Securities and Investments Commission  
Corporations Act 2001 – Paragraph 992B(1)(a) - Exemption**

**Enabling legislation**

1. The Australian Securities and Investments Commission (*ASIC*) makes this instrument under paragraph 992B(1)(a) of the *Corporations Act 2001* (the *Act*).

**Title**

2. This instrument is ASIC Instrument 12-1229.

**Commencement**

3. This instrument commences on 11 September 2012.

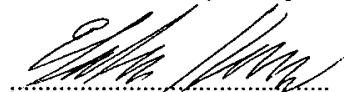
**Exemption**

4. Accede Capital Pty Limited ACN 119 522 271 (*Accede*) does not have to comply with section 989B of the Act for the financial year ended 30 June 2012.

**Where this instrument applies**

5. This instrument applies where Accede's Australian Financial Services Licence number 305030 was cancelled by ASIC under subsection 915B (3) of the Act, effective 27 July 2012.

Dated this 11<sup>th</sup> day of September 2012



Signed by Elizabeth Korpi  
as a delegate of the Australian Securities and Investments Commission



12-1230

**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:** Kedesco Pty Ltd  
ACN 056 978 762 ("the Licensee")  
76, Follett Drive  
Nyora Vic 3987

Pursuant to section 915B of the **Corporations Act 2001**, the Australian Securities and Investments Commission hereby cancels Licence Number 237901 held by the Licensee with effect from the date on which this notice is given to the Licensee.

Dated this 12<sup>th</sup> September 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

12-1231

**Australian Securities and Investments Commission  
Corporations Act 2001 – Paragraphs 741(1)(a) and 741(1)(b) – Exemption and  
Declaration**

**Enabling legislation**

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

**Title**

2. This instrument is ASIC Instrument [12-1231].

**Commencement**

3. This instrument commences on 11 September 2012.

**Exemption**

4. Enterprise Metals Limited ACN 123 567 073 (*Enterprise Metals*) is exempt from compliance with Parts 6D.2 and 6D.3 of the Act.

**Declaration**

5. Chapter 6D of the Act applies to shareholders of Enterprise Metals as if section 707 was modified or varied by:
  - (a) omitting subsections 707(3) and (4); and
  - (b) omitting subsections 707(5) and (6) and substituting:
    - "(5) An offer of a body's securities for sale within 12 months after their sale by a person who controlled the body at the time of the sale needs disclosure to investors under this Part if:
      - (a) at the time of the sale by the controller either:
        - (i) the securities were not quoted; or
        - (ii) although the securities were quoted, they were not offered for sale in the ordinary course of trading on a relevant financial market on which they were quoted; and
      - (b) the controller sold the securities without disclosure to investors under this part; and
      - (c) the controller sold the securities with the purpose of the person to whom they were sold;

12-1231

- (i) selling or transferring the securities; or
- (ii) granting, issuing or transferring interests in, or options or warrants over the securities;

and section 708 does not say otherwise.

- (6) Unless the contrary is proved, a person who controls a body is taken to sell securities with the purpose referred to in paragraph (5)(c) if any of the securities are subsequently sold, or offered for sale, within 12 months after their sale by the controller."

**Where this instrument applies**

- 6. This exemption applies to invitations by Enterprise Metals to vote at a capital reduction meeting on the in specie transfer by Enterprise Metals of ordinary shares in Enterprise Uranium Limited ACN 159 819 173 (*Enterprise Uranium*) to the shareholders of Enterprise Metals, pursuant to a notice of meeting that:
  - (a) is in substantially the same form as the draft notice of meeting given to ASIC on 23 August 2012; and
  - (b) includes a statement:
    - (i) that the capital reduction is not conditional on the quotation of securities of Enterprise Uranium on a financial market (whether in Australia or elsewhere);
    - (ii) describing the need for, and the effect of, the relief contained in this instrument; and
    - (iii) that the notice of meeting is in substantially in the same form as the draft notice of meeting given to ASIC on 23 August 2012.
- 7. This declaration applies where:
  - (a) an Enterprise Uranium shareholder makes an offer of Enterprise Uranium shares (*Shares*) for sale;
  - (b) the Shares were transferred to the Enterprise Uranium shareholder pursuant to the invitation to vote at the capital reduction meeting referred to in paragraph 6; and
  - (c) the offer is not made within 12 months of a sale or transfer of the Shares by a person, other than Enterprise Metals, who:
    - (i) controls Enterprise Uranium;

12-1231

- (ii) would have been required by subsection 707(2) of the Act to give disclosure to investors under Part 6D.2 of the Act but for section 708 of the Act; and
- (iii) did not give disclosure to investors under Part 6D.2 of the Act because of section 708 of the Act.

**Interpretation**

In this instrument:

*financial market* has the meaning given by section 767A of the Act.

Dated this 11<sup>th</sup> day of September 2012



Signed by Kyle Wright  
as a delegate of the Australian Securities and Investments Commission

12-1232

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

**Enabling legislation**

1. The Australian Securities and Investments Commission (*ASIC*) makes this instrument under paragraphs 741(1)(a), 911A(2)(l), 992B(1)(a), 1020F(1)(a) and 1020F(1)(b) of the *Corporations Act 2001* (the *Act*).

**Title**

2. This instrument is ASIC Instrument [12-1232].

**Commencement**

3. This instrument commences on the date of gazettal.

**Exemption**

4. Dampier Gold Ltd ACN 141 703 399 (the *issuer*) does not have to comply with:
  - (a) Parts 6D.2 and 6D.3 (except section 736) of the Act where the issuer makes an eligible offer for the issue of Performance Rights under the Plan on the conditions set out in paragraph 6 and for so long as the conditions are met;
  - (b) Part 7.9 of the Act where the issuer:
    - (i) makes an eligible offer;
    - (ii) offers to arrange for the issue of financial products under an eligible offer;
    - (iii) issues a financial product under an eligible offer; or
    - (iv) makes a recommendation to acquire Performance Rights under the Plan;
  - (c) the requirement to hold an Australian financial services licence under subsection 911A(1) of the Act for:
    - (i) the provision of a financial service consisting of general advice reasonably given in connection with an offer under the Plan (including any general advice given in the offer document) where the issuer ensures that the offer document for the offer includes a statement to the effect that any advice given by the person in connection with the 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;

## 12-1232

- (ii) the provision of a custodial or depository service in connection with an offer under the Plan where the issuer or wholly-owned subsidiary of the issuer performs their duties in good faith and has sufficient resources to perform those duties;
  - (iii) dealing in a financial product in the course or providing a custodial or depository service covered by subparagraph (ii); and
  - (iv) dealing in a financial product in connection with an offer under the Plan where any acquisition by purchase or disposal of the product (by the issuer or a related body corporate) occurs either:
    - (A) through a person who holds an Australian financial services licence authorising the holder to deal in financial products; or
    - (B) outside this jurisdiction and through a person who is licensed or otherwise authorised to deal in financial products in the relevant place; and
  - (d) sections 736 and 992A of the Act in relation to an offer under the Plan made in the course of, or because of, unsolicited meetings or telephone calls reasonably held or made in connection with the offer.
5. Under paragraph 1020F(1)(b) of the Act, ASIC exempts a financial product that is the subject of an eligible offer covered by paragraph 4 from Part 7.9 of the Act where:
- (a) a recommendation is made that a person to whom such an offer has been made, acquire the financial product as a retail client; and
  - (b) the person who made the recommendation is not aware, and ought not reasonably to be aware, that any of the conditions set out in this instrument have not been met.

**Where this instrument applies**

6. This instrument applies where the issuer:
- (a) meets the requirements (including, for the avoidance of doubt, definitions) of ASIC Class Order [CO 03/184] (the *class order*) as in force on the date of this instrument and as amended from time to time by a disallowable legislative instrument within the meaning of the *Legislative Instrument Act 2003*, except the definition of:
    - (i) 'eligible employee' in paragraph 8 of the Interpretation;
    - (ii) 'eligible offer' in paragraph 9 of the Interpretation; and
    - (iii) 'offer document' in paragraph 15 of the Interpretation; and

## 12-1232

- (b) would meet the requirements of the class order if the definition of an 'eligible employee' in paragraph 8 of the Interpretation was to read:

"8. "eligible employee" means, in relation to the issuer, a person who is at the time of an offer under the Plan:

- (a) a full or part-time employee of the issuer or of an associated body corporate of the issuer; or
- (b) a director of the issuer, or of a related body corporate of the issuer, who holds a salaried employment or office in the issuer or in a related body corporate;" and

- (c) would meet the requirements of the class order if the definition of an 'eligible offer' in paragraph 9 of the Interpretation was to read:

"9. "eligible offer" means an offer for issue or sale of:

- (a) fully-paid shares in an issuer in the same class as shares which have been quoted on the ASX throughout the 12 month period immediately before the offer without suspension for more than a total of 2 trading days during that period; or
- (b) performance rights in relation to shares referred to in paragraph (a), made under the Plan as extended to eligible employees only of the issuer;" and

- (d) would meet the requirements of the class order if, in the definition of an 'offer document' in paragraph 15 of the Interpretation, subparagraphs 15(c) and (d) were to read:

"(c) specifies in respect of the performance rights or the shares to which the performance rights relate:

- (i) the acquisition price in Australian dollars;
- (ii) where the acquisition price is specified in a foreign currency, the Australian dollar equivalent of that price at the date of the eligible offer; or
- (iii) where the acquisition price is to be worked out in the future under a formula, the Australian dollar or Australian dollar equivalent of that price were the formula applied at the date of the eligible offer; and

- (d) includes an undertaking, and an explanation of the way in which, the issuer who has a registered office in this jurisdiction will, during the period which an eligible employee may acquire the shares, within a reasonable period of the employee requesting, make available to the employee:



12-1232

- (i) the current market price (or, where that price is denominated in a foreign currency, the Australian dollar equivalent of that price) of the shares to which the performance rights relate; and
  - (ii) where subparagraph (c)(ii) or (iii) applies, the information referred to in that subparagraph as updated to that date."; and
- (e) would meet the requirements of the class order if, in the Interpretation, the following definition was inserted:

"16A. "performance right" means a right to subscribe for and/or acquire one fully paid ordinary share in the capital of an issuer, where no consideration is payable for the exercise of the right to subscribe for and/or acquire such a share."

#### Conditions

7. The issuer must comply with the conditions of the class order as if it were read as amended by paragraph 6 of this instrument.

#### Interpretation

8. In this instrument:

*ASX* means the financial market operated by ASX Limited ACN 008 624 691.

*Plan* means the Dampier Gold Ltd Performance Rights Plan, the terms of which are substantially in the same form as those provided to ASIC by Steinepreis Paganin (on behalf of the issuer) on 4 September 2012.

*Performance Right* means a right to subscribe for and/or acquire one share on the terms set out in the Plan, where no consideration is payable for the exercise of the right to subscribe for and/or acquire a share.

Dated this 12<sup>th</sup> day of September 2012



Signed by Michelle Cobb  
as a delegate of the Australian Securities and Investments Commission

12-1233

**Australian Securities and Investments Commission  
Corporations Act 2001 – Paragraph 601QA(1)(b) – Declaration**

Under paragraph 601QA(1)(b) of the *Corporations Act 2001* (the *Act*), the Australian Securities and Investments Commission declares that Chapter 5C of the Act applies to the person specified in the Schedule as if the provisions of that Chapter as modified or varied by ASIC Class Order [CO 05/26] were modified or varied as follows:

1. after subsection 601GAB(2) insert:

“(2A) If there is more than one class of interests in the scheme, a formula or method that is to be used to set the issue price is taken to comply with subsection (2) for interests in a class of interests that are not quoted on a financial market if the formula or method is based on the assets, liabilities, revenues and expenses properly attributable to the class and number of interests in the class.”

2. after subsection 601GAC(2) insert:

“(2A) If there is more than one class of interests in the scheme, a formula or method that is to be used to set the withdrawal amount is taken to comply with subsection (2) if the formula or method is based on the assets, liabilities, revenues and expenses properly attributable to the class and number of interests in the class.”

**Schedule**

Franklin Templeton Investments Australia Ltd ACN 006 972 247 in its capacity as responsible entity for the Franklin Templeton Global Aggregate Bond Fund ARSN 160 124 096.

Dated 12 September 2012

  
Signed by Jeremy Holiday  
as a delegate of the Australian Securities and Investments Commission

12-1238

**Australian Securities and Investments Commission  
Corporations Act 2001 — Paragraphs 741(1)(a) and 741(1)(b) — Exemption and  
Declaration**

**Enabling legislation**

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

**Title**

2. This instrument is ASIC Instrument 12-1238.

**Commencement**

3. This instrument commences on 12 September 2012.

**Exemption**

4. Food and Beverage Australia Limited ACN 007 996 081 (**FABAL**), as responsible entity of the National Viticultural Fund of Australia Project 2 ARSN 096 878 134 (**the Fund**) does not have to comply with s734(1)(b).

**Declaration**

5. Chapter 6D of the Act applies to members of NVFA2L (Consolidation) Pty Ltd ACN 154 902 011 (**the Company**) offering the ordinary shares of the Company for sale, as if section 707 were modified or varied by omitting subsections 707(3) and 707(4) and substituting:

“(3) An offer of a body’s securities for sale within 12 months after their issue needs disclosure to investors under this Part if the body issued the securities:

(a) without disclosure to investors under this Part; and

(b) with the purpose of the person to whom they were issued:

(i) selling or transferring them; or

(ii) granting, issuing or transferring interests in, or options or warrants over, them;

and section 708 or 708A does not say otherwise.

(4) Unless the contrary is proved, a body is taken to issue securities with the purpose referred to in paragraph 3(b) if any of the securities are subsequently sold, or offered for sale, within 12 months after their issue.”

**Where this instrument applies**

6. The exemption applies to an offer of the Company's shares issued to members of the Fund pursuant to a reconstruction process as described in the Documents.

12-1238

7. The declaration applies to an offer for sale of the Company's shares issued to members of the Fund pursuant to a reconstruction process as described in the Documents.

**Interpretation**

8. In this instrument:

(a) *Documents* mean:

- (i) a letter from FABAL to the Fund's members dated 28 March 2012 titled "National Viticultural Fund of Australia – Project No.2 (ARSN 096 878 134) Restructure Documents", enclosing a Background Paper, Standard Transfer Form and an Offer for the Issue of Shares in the Company; and
- (ii) a letter from FABAL to the Fund's members dated 12 September 2012 detailing all material information relevant to the board of directors consideration of the valuation reports referred to in paragraph (iii), and which is substantially on the same terms as that provided to ASIC in a letter dated 31 July 2012; and
- (iii) the valuation reports prepared by Knight Frank licensed valuers dated September 2011 of the vineyards NVFA No. 2 Vineyard at Gardiner Road, Auburn and Moppa Springs Road, Greenock operated by the Fund.

Dated this 12<sup>th</sup> day of September 2012



Signed by Davis Zhang  
as a delegate of the Australian Securities and Investments Commission

12-1245

**Australian Securities and Investments Commission**  
**Corporations Act 2001 - Paragraphs 741 (1)(a), 911A(2)(1), 992B(1)(a),**  
**1020F(1)(a) and 1020F(1)(b) –Exemptions**

**Enabling legislation**

1. The Australian Securities and Investments Commission (*ASIC*) makes this instrument under paragraphs 741(1)(a), 911A(2)(1) and 992B(1)(a) and 1020F(1)(a) and 1020F(1)(b) of the *Corporations Act 2001* (the *Act*).

**Title**

2. This instrument is ASIC Instrument 12-1245.

**Commencement**

3. This instrument commences on the date of gazettal.

**Exemptions**

4. The Issuer does not have to comply with:
    - a. Parts 6D.2 and 6D.3 (except section 736) and Part 7.9 of the Act where the Issuer:
      - i. makes an eligible offer;
      - ii. offers to arrange for the issue of financial products under an eligible offer; or
      - iii. issues a financial product under an eligible offer.
    - b. the requirement to hold an Australian financial services licence under subsection 911A(1) for the provision of a financial service consisting of general advice reasonably given in connection with an eligible offer (including any general advice given in the offer document) where the offer document for the offer includes a statement to the effect that any advice given by the Issuer in connection with the 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.
    - c. sections 736, 992A and 992AA of the Act in relation to eligible offers made in the course of, or because of, unsolicited meetings or telephone calls reasonably held or made in connection with the offer.
  5. The Issuer, and any associated body corporate of the Issuer, does not have to comply with the requirement to hold an Australian financial services licence under subsection 911A(1) for:
    - a. the provision of a custodial or depository service in connection with an eligible offer 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 depository service covered by paragraph a; and
    - c. dealing in a financial product in connection with an eligible offer where any acquisition by purchase or disposal of the product (by the Issuer or an associate) occurs either:
-

**12-1245**

- 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.
6. Under paragraph 1020F(1)(b) of the Act, ASIC exempts a financial product that is the subject of an eligible offer from Part 7.9 of the Act where:
  - a. a recommendation is made (by a person other than the Issuer) that a person to whom an eligible offer has been made acquire the financial product as a retail client; and
  - b. the person who made the recommendation is not aware, and ought not reasonably to be aware, that any of the conditions set out in the Schedule have not been met.

**Where this instrument applies**

7. This instrument applies where an offer of stapled securities is made to an eligible employee under the Plan.

**Conditions**

8. The Issuer must ensure that the eligible offer is substantially on the terms set out in the draft terms of the Plan provided to ASIC as an attachment to an electronic mail dated 6 September 2012.
9. The Issuer must:
  - a. include the offer in an offer document; and
  - b. take reasonable steps to ensure that any eligible employee to whom the offer is made is given a copy of the offer document; and
  - c. provide to ASIC a copy of the offer document (which need not contain details of the 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.
10. the Issuer must comply (or, in the case of an issuer which does not have a registered office in this jurisdiction, cause an associated body corporate which does so have a registered office to comply) with any undertaking required to be made in the offer document by reason of this instrument.
11. the Issuer must take reasonable steps to ensure that the number of stapled securities when aggregated with:
  - a. the number of stapled securities in the same class which would be issued:
    - i. were each outstanding offer of stapled securities under the Plan to be accepted; and
    - ii. were each outstanding offer with respect to stapled securities, units of stapled securities and options to acquire unissued stapled securities under any other employee incentive scheme to be accepted or exercised; and
  - b. the number of stapled securities in the same class issued during the previous 5 years under:
    - i. the Plan where the stapled securities issued under the Plan have been issued; and

## 12-1245

- ii. any other employee incentive scheme extended only to eligible employees, but disregarding any offer made, or stapled security 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
  - f. an offer that did not require the giving of a Product Disclosure Statement because of section 1012D of the Act; or
  - g. an offer made under a disclosure document or Product Disclosure Statement, does not exceed 5% of the total number of issued stapled securities in that class 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 *Acts Interpretation Act 1901*.

**Interpretation**

12. In this instrument:

- a. except where otherwise stated, references to provisions are to provisions of the Act; and
- b. stapled securities will be taken to be in the same class as Old Goodman Stapled Securities; and
- c. the Plan or any other employee incentive scheme 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.

13. In this instrument:

***associated body corporate*** of the Issuer 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%.

***Australian dollar equivalent*** in relation to a price, means a price calculated by reference to the relevant exchange rate published by an Australian bank no earlier than the business day before the day to which price relates.

***CDIs*** means securities issued by CDN for the purpose of enabling beneficial ownership of securities of a foreign body to be recorded in and transferred through CHESS and being described in the operating rules of ASX settlement as CHESS Depository Interests or CDIs.

***CDN*** means CHESS Depository Nominees Pty Limited.

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## 12-1245

**CHES** means Clearing House Electronic Subregister System.

**current market price** means, in relation to a stapled security, the price published by the operator of the principal financial market on which the stapled security is quoted as the final price for the previous day on which the stapled security was traded on that financial market.

**eligible employee** means a person who is, at the time of an eligible offer, a full or part-time employee or director of the Issuer or of an associated body corporate of the Issuer.

**eligible offer** means an offer for the issue of a stapled security that is made under the Plan.

**financial product advice** has the meaning given by section 766B of the Act.

**general advice** has the meaning given by section 766B of the Act.

**GFM** means Goodman Funds Management Limited, ACN 067 796 641 as responsible entity of GIT.

**GIT** means Goodman Industrial Trust ARSN 091 213 839.

**GL** means Goodman Limited ACN 000 123 071.

**HKCo** means Goodman Logistics (HK) Limited, a corporation incorporated in Hong Kong.

**HKCo CDI** means a Chess Depository Instrument referable to a fully paid ordinary share in HKCo.

**Issuer** means GL, Goodman Funds Management Limited ACN 067 796 641 as the responsible entity of GIT and HKCo (being the foreign body that issues or offers to issue the HKCo Shares to which the HKCo CDIs relate).

**offer** has a meaning affected by sections 700, 702 and 1010C of the Act.

**offer document** means a document setting out an offer under the Plan that:

- a. includes or is accompanied by a copy, or a summary, of the Plan Rules; and
  - b. if a summary (rather than a copy) of the Plan Rules is given - includes an undertaking that during the period (the **offer period**) during which an eligible employee may acquire the financial products offered under the Plan, the Issuer will, within a reasonable period of the employee so requesting, provide the employee without charge with a copy of the Plan Rules; and
  - c. specifies in respect of the stapled securities that may be acquired:
    - i. the acquisition price (if any) in Australian dollars; or
    - ii. where the acquisition price is specified in a foreign currency, the Australian dollar equivalent of that price at the date of the offer; or
    - iii. where the acquisition price is to be worked out in the future under a formula, the Australian dollar or Australian dollar equivalent of that price were that formula applied at the date of the offer; and
  - d. includes an undertaking, and an explanation of the way in which, the Issuer will, during the offer period, within a reasonable period of the employee requesting, make available to the employee:
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- i. the current market price (or, where that price is denominated in a foreign currency, the Australian dollar equivalent of that price) of stapled securities that will be acquired by the eligible employee when the Performance Right offered to the eligible employee vests or is exercised; and
- ii. where subparagraph c(ii) or (iii) applies, the information referred to in that paragraph as updated to that date; and
- e. discloses the conditions, obligations and risks associated with any loan or financial assistance offered by the issuer or any associated body corporate of the Issuer for the purpose of acquiring financial products under the Plan.

**Old Goodman Stapled Security** means an ordinary interest in GIT and an ordinary share in GL which were, on the terms on which they were traded on ASX, only able to be transferred together.

**Plan** means an employee incentive scheme that is known as at the date of this instrument as the Goodman Group Tax Exempt Plan where:

- a. the scheme is extended only to eligible employees; and
- b. the terms of the scheme are substantially on the terms set out in the draft Plan Rules provided to ASIC as an attachment to an electronic mail dated 6 September 2012.

**Plan Rules** means the written terms of the Plan as at the date of this instrument that are substantially on the terms set out in the draft terms of the Plan provided to ASIC as an attachment to an electronic mail dated 6 September 2012.

**stapled security** means an ordinary share in Goodman Limited ACN 000 123 071, an ordinary interest in the Goodman Industrial Trust ARSN 091 213 839 and a HKCo CDI which, under the terms on which each is to be traded, must be transferred together.

Dated this 14<sup>th</sup> day of September 2012



Signed by Kim Demarte  
as a delegate of the Australian Securities and Investments Commission

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**Corporations (MMADX Pty Ltd) Exemption Notice 2012**

*Corporations Act 2001*

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I, WILLIAM RICHARD SHORTEN, Minister for Financial Services & Superannuation and Minister for Employment & Workplace Relations, make this exemption under section 791C of the *Corporations Act 2001* (the *Act*).

  
Dated 12-9-12.....

Minister for Financial Services & Superannuation and Minister for Employment & Workplace Relations

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**Name of exemption**

1. This exemption is the *Corporations (MMADX Pty Ltd) Exemption Notice 2012*.

**Commencement**

2. This exemption commences on the day it is published in the *Gazette*.

**Exemption**

3. The exempt market operated by MMADX in this jurisdiction is exempt from the operation of Part 7.2 of the Act.

**Where this exemption applies**

4. This exemption applies where all of the following matters in this paragraph 4 are satisfied.

*Financial products*

- (a) Any dealing in a financial product on the exempt market is limited to a dealing in an eligible financial product.

*Trading on the market: market operator*

- (b) MMADX does not deal in financial products on the exempt market:
  - (i) on its own behalf; or
  - (ii) on behalf of a person who is not a professional investor.

*Trading on the market: participant*

- (c) MMADX ensures that a person carrying on business in this jurisdiction does not directly participate in the exempt market unless the person:
    - (i) is a professional investor dealing in a financial product on its own behalf; or
    - (ii) is a professional investor dealing in a financial product on behalf of a person who is a professional investor.
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*Clearing and settlement facility*

- (d) Neither MMADX nor an associate of MMADX operates a clearing and settlement facility in relation to the exempt market.

Note: For the avoidance of doubt, paragraph (d) does not prohibit MMADX or an associate from providing information about, or establishing procedures dealing with, the settlement of transactions effected through the exempt market.

*Cooperation with ASIC*

- (e) MMADX has entered into a written arrangement with ASIC for cooperation with ASIC in relation to this exemption and the subject matter to which this exemption relates.

*Provision of financial services*

- (f) MMADX holds an Australian financial services licence covering the provision of financial services in this jurisdiction in connection with the operation of the exempt market.

**Conditions**

5. This exemption ceases to apply if MMADX fails to take reasonable steps to comply with any of the matters set out in this paragraph 5.

*Operation of the market*

- (a) MMADX, in all material respects, must operate the exempt market in the way set out in the application for exemption.

*Managing conflicts of interest*

- (b) MMADX must have adequate arrangements in place for managing its conflicts of interest arising from operating the exempt market.

*Reporting: adverse findings*

- (c) If MMADX becomes aware that MMADX or a director or secretary of MMADX is covered by one or more of the following matters, MMADX must, within 7 days after becoming aware of the matter, give a written notice to ASIC advising of the matter:
- (i) the person is the subject of a declaration of contravention in relation to a provision of the Act;
  - (ii) the person has been convicted of an offence under the Act;

- (iii) in the case of a director or secretary—the person has been disqualified from managing corporations under Part 2D.6 of the Act;
- (iv) the person has been banned or disqualified from providing financial services under Division 8 of Part 7.6 of the Act.

*Reporting: disciplinary action against participant*

- (d) If MMADX takes disciplinary action against an Australian participant of the exempt market, MMADX must, as soon as practicable, give a written notice to ASIC that includes the following details:
  - (i) the participant's name;
  - (ii) the reason for and nature of the action taken;
  - (iii) when the action was taken.

*Reporting: suspected contraventions by participant*

- (e) If MMADX has reason to suspect that an Australian participant has committed, is committing, or is about to commit, a contravention of the Act or a significant contravention of the obligations imposed by MMADX in relation to the exempt market, MMADX must, as soon as practicable, give a written notice to ASIC that includes the following details:
  - (i) the participant's name; and
  - (ii) details of the contravention or impending contravention; and
  - (iii) MMADX's reason for that belief.

*Assistance to ASIC*

- (f) If MMADX receives a reasonable request from ASIC to give assistance (which may include giving access to any information, document or books held by MMADX) to ASIC, or to a person authorised by ASIC, in relation to the operation of the exempt market, MMADX must provide that assistance.

*Record-keeping*

- (g) MMADX must have adequate arrangements in place for the recording of order information and transactions effected through the exempt market.

- (h) MMADX must keep for a period of at least 5 years the following records of order information and transactions effected through the exempt market:
- (i) the date and time that the order was received;
  - (ii) the identity of the participant placing the order;
  - (iii) the name and quantity of the financial product to which the order applies;
  - (iv) the designation of the order as a buy or sell order;
  - (v) any limit or stop price prescribed by the order;
  - (vi) the date and time at which the order expires;
  - (vii) details of any modification or cancellation of the order;
  - (viii) the price, quantity, date and time of execution of the order; and
  - (ix) the identities of the counterparties to the transaction.

*Annual report*

- (i) MMADX must, within three months after the end of its financial year, give ASIC an annual report that sets out:
- (i) the extent to which MMADX has complied with this exemption; and
  - (ii) the following information:
    - (A) a description of the activities that MMADX undertook in the financial year in relation to the operation of the exempt market;
    - (B) if any material system outages occurred during the financial year that prevented Australian participants from participating in the exempt market:
      - (I) the number of such outages; and
      - (II) the duration of each outage; and
      - (III) the cause of each outage; and

- (IV) a description of the means by which each outage was resolved;
- (iii) the names and number of Australian participants who directly participated in the exempt market at any time throughout the financial year, identifying those Australian participants who, as at the last day of the financial year, were allowed to directly participate in the market;
- (iv) details of the volume of trading on the exempt market by Australian participants throughout the financial year;
- (v) the number and nature of significant complaints made to MMADX by Australian participants who participated in the exempt market during the financial year, and the action taken by MMADX in response to each complaint;
- (vi) any specific regulatory issues in relation to the exempt market operated by MMADX in this jurisdiction or a financial market operated by MMADX outside this jurisdiction, that MMADX encountered during the financial year and actions taken to resolve those issues;
- (vii) details of any significant conflicts of interest identified by MMADX in relation to its operation of the exempt market during the financial year, and how each conflict of interest was managed.

*Audit report*

- (i) If the Minister in writing requests MMADX to obtain an audit report, prepared by either ASIC or another person or body that is a suitably qualified person, in relation to the annual report mentioned in paragraph (i) or on any information or statements accompanying the annual report, MMADX must comply with the request.

*Reporting: operating status of market*

6. MMADX must, within 7 days, notify ASIC in writing if it ceases to operate the exempt market in this jurisdiction.

**Interpretation**

7. In this exemption:
- (a) italicised headings do not form part of this exemption;

- (b) **application for exemption** means the application dated 22 August 2012 (including any supplementary correspondence provided by MMADX to ASIC before this exemption is made) for an exemption from the operation of Part 7.2 of the Act of the financial market operated by MMADX.

**Australian participant** means a participant carrying on business in this jurisdiction.

**bond** means:

- (a) a debenture as defined in section 9 of the Act; or
- (b) a chose in action, where that chose in action includes an undertaking by a government, a government agency or a semi-government agency to pay as a debt money deposited with or lent to the government or agency.

**eligible financial product** means a financial product of the following kinds:

- (a) a bond;
- (b) an interest rate derivative;
- (c) a deposit-taking facility made available by an ADI (within the meaning of the *Banking Act 1959*) in the course of its banking business (within the meaning of that Act), other than an RSA (retirement savings account) (within the meaning of the *Retirement Savings Account Act 1997*).

**exempt market** means the facility through which:

- (a) offers to acquire or dispose of eligible financial products are regularly made or accepted; or
- (b) offers or invitations are regularly made to acquire or dispose of eligible financial products that are intended to result or may reasonably be expected to result, directly or indirectly, in:
- (i) the making of offers to acquire or dispose of eligible financial products; or
- (ii) the acceptance of such offers.

**MMADX** means MMADX Pty Ltd ACN 153 136 193



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*participant has the meaning given by section 761A of the Act.*

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**Australian Securities and Investments Commission  
Corporations Act 2001 – Paragraphs 741(1)(b) and 1020F(1)(c) – Declarations**

**Enabling legislation**

1. The Australian Securities and Investments Commission (**ASIC**) makes this declaration under paragraphs 741(1)(b) and 1020F(1)(c) of the Corporations Act 2001 (**Act**).

**Title**

2. This instrument is ASIC Instrument 12-1247.

**Commencement**

3. This instrument commences on 14 September 2012.

**Declaration**

4. Part 6D.2 of the Act applies to Goodman Limited ACN 000 123 071 (**Goodman**), HKCo and a holder of a share in Goodman and a HKCo CDI as if:
  - i. sub-section 707(1) were modified by omitting ", (3)"; and
  - ii. sub-sections 707(3) and (4) were omitted.
5. Part 7.9 of the Act applies to:
  - a. Goodman Funds Management Limited ACN 067 796 641 (the **Responsible Entity**) as responsible entity for Goodman Industrial Trust ARSN 091 213 839 (**GIT**); and
  - b. a holder of an interest in GIT,as if:
  - i. paragraphs 1012C(3)(b) and (4)(c) were modified by omitting ", (6)"; and
  - ii. sub-sections 1012C(6) and (7) were omitted.

**Where this Declaration applies**

6. This declaration applies where:
    - a. The holder is a Contractor;
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- b. The Contractor offers to sell a stapled security to another person;
- c. the stapled security was issued to the Contractor on the vesting or exercise of performance rights under the Goodman Group Long Term Incentive Plan;
- d. the stapled security was issued without disclosure under Part 6D.2 for the ordinary share in the Company or HKCo CDI and without a Product Disclosure Statement for the interest in GIT being prepared in circumstances where no disclosure document or Product Disclosure Statement was required to be given; and
- e. an ordinary share in Goodman, an ordinary interest in GIT and a HKCo CDI together comprise a stapled security.

### Interpretation

7. In this instrument:

- a. except where otherwise stated, references to provisions are references to provisions of the Act; and
- b. references to a person offering securities or other financial products includes a reference to the person inviting applications for the securities or financial products.

8. In this instrument:

**CDIs** means securities issued by CDN for the purpose of enabling beneficial ownership of securities of a foreign body to be recorded in and transferred through CHES and being described in the operating rules of ASX settlement as CHES Depository Interests or CDIs.

**CDN** means CHES Depository Nominees Pty Limited.

**CHES** means Clearing House Electronic Subregister System.

**Contractor** means a person who:

- (a) is outside this jurisdiction; and
- (b) is engaged to work in an individual capacity or through a service company (the service company) that principally engages the Contractor, by one or more of the Company, the Trust, or HKCo, or a related body corporate of the Company, the Trust, or HKCo; and
- (c) receives 80% or more of their income for their personal services, directly or through the service company, from the Company, the Trust,

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or HKCo, or a related body corporate of the Company, the Trust, or HKCo.

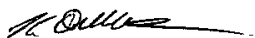
**Goodman Group Long Term Incentive Plan** means an employee incentive scheme that is known by that name as at the date of this instrument where the terms of the scheme are substantially on the terms set out in the draft Goodman Group Long Term Incentive Plan – Plan Rules provided to ASIC as an attachment to an electronic mail dated 6 September 2012.

**HKCo** means Goodman Logistics (HK) Limited, a corporation incorporated in Hong Kong.

**HKCo CDI** means a CDI referable to a fully paid ordinary share in HKCo.

**stapled security** means an ordinary share in Goodman, an ordinary interest in GIT and a HKCo CDI which, on the terms on which each is to be traded on the ASX, must only be transferred together.

Dated this 14th day of September 2012



Signed by Kim Demarte  
as a delegate of the Australian Securities and Investments Commission

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**Australian Securities and Investments Commission  
Corporations Act 2001 – Paragraphs 741(1)(b) and 1020F(1)(c) – Declarations**

**Enabling legislation**

1. The Australian Securities and Investments Commission (**ASIC**) makes this declaration under paragraphs 741(1)(b) and 1020F(1)(c) of the Corporations Act 2001 (**Act**).

**Title**

2. This instrument is ASIC Instrument 12-1248.

**Commencement**

3. This instrument commences on 14 September 2012.

**Declaration**

4. Part 6D.2 of the Act applies to Goodman Limited ACN 000 123 071 (**Goodman**), HKCo and any other holder of a share in Goodman and a HKCo CDI as if:
  - i. sub-section 707(1) were modified by omitting ", (3)"; and
  - ii. sub-sections 707(3) and (4) were omitted.
5. Part 7.9 of the Act applies to:
  - a. Goodman Funds Management Limited ACN 067 796 641 (the **Responsible Entity**), as responsible entity for Goodman Industrial Trust ARSN 091 213 839 (**GIT**); and
  - b. a holder of an interest in GIT,as if:
  - i. paragraphs 1012C(3)(b) and (4)(c) were modified by omitting ", (6)"; and
  - ii. sub-sections 1012C(6) and (7) were omitted.

**Where this Declaration applies**

6. This declaration applies where:
  - a. an offer to sell a stapled security is made; and

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- b. the stapled security was issued to the holder on the vesting or exercise of performance rights under the Goodman Group Long Term Incentive Plan; and
- c. the stapled security was issued without disclosure under Part 6D.2 for the ordinary share in the Company or HKCo CDI and without a Product Disclosure Statement for the interest in GIT being prepared in circumstances where no disclosure document or Product Disclosure Statement was required to be given; and
- d. an ordinary share in Goodman, an ordinary interest in GIT and a HKCo CDI together comprise a stapled security.

**Interpretation**

7. In this instrument:

- a. except where otherwise stated, references to provisions are references to provisions of the Act; and
- b. references to a person offering securities or other financial products includes a reference to the person inviting applications for the securities or financial products.

8. In this instrument:

**CDIs** means securities issued by CDN for the purpose of enabling beneficial ownership of securities of a foreign body to be recorded in and transferred through CHES and being described in the operating rules of ASX settlement as CHES Depository Interests or CDIs.

**CDN** means CHES Depository Nominees Pty Limited.

**CHES** means Clearing House Electronic Subregister System.

**Goodman Group Long Term Incentive Plan** means an employee incentive scheme that is known by that name as at the date of this instrument where the terms of the scheme are substantially on the terms set out in the draft Goodman Group Long Term Incentive Plan – Plan Rules provided to ASIC as an attachment to an electronic mail dated 6 September 2012.

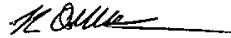
**HKCo** means Goodman Logistics (HK) Limited, a corporation incorporated in Hong Kong.

**HKCo CDI** means a CDI referable to a fully paid ordinary share in HKCo.

**stapled security** means an ordinary share in Goodman, an ordinary interest in GIT and a HKCo CDI which, on the terms on which each is to be traded on the ASX, must only be transferred together.

**12-1248**

Dated this 14th day of September 2012



Signed by Kim Demarte  
as a delegate of the Australian Securities and Investments Commission

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**Australian Securities and Investments Commission**  
**Corporations Act 2001 - Paragraphs 741 (1)(a), 911A(2)(1), 992B(1)(a),**  
**1020F(1)(a) and 1020F(1)(b) – Revocation and Exemptions**

**Enabling legislation**

1. The Australian Securities and Investments Commission (*ASIC*) makes this instrument under paragraphs 741(1)(a), 911A(2)(1) and 992B(1)(a) and 1020F(1)(a) and 1020F(1)(b) of the *Corporations Act 2001* (the *Act*).

**Title**

2. This instrument is ASIC Instrument 12-1249.

**Commencement**

3. This instrument commences on the date of gazettal.

**Revocation**

4. ASIC revokes Instrument 10-0125 dated 9 March 2012.

**Exemptions**

5. The Issuer does not have to comply with:
    - a. Parts 6D.2 and 6D.3 (except section 736) and Part 7.9 of the Act where the Issuer:
      - i. makes an eligible offer;
      - ii. offers to arrange for the issue of financial products under an eligible offer; or
      - iii. issues a financial product under an eligible offer; or
      - iv. issues a financial product on the vesting or exercise of a Performance Right that was issued under an eligible offer or an Award,
    - b. the requirement to hold an Australian financial services licence under subsection 911A(1) for the provision of a financial service consisting of general advice reasonably given in connection with an eligible offer (including any general advice given in the offer document) where the offer document for the offer includes a statement to the effect that any advice given by the Issuer in connection with the 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.
    - c. sections 736, 992A and 992AA of the Act in relation to eligible offers made in the course of, or because of, unsolicited meetings or telephone calls reasonably held or made in connection with the offer.
  6. The Issuer, and any associated body corporate of the Issuer, does not have to comply with the requirement to hold an Australian financial services licence under subsection 911A(1) for:
    - a. the provision of a custodial or depository service in connection with an eligible offer where the provider of the service performs their duties in good faith and has sufficient resources to perform those duties; and
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- b. dealing in a financial product in the course of providing a custodial or depository service covered by paragraph a; and
  - c. dealing in a financial product in connection with an eligible offer 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.
7. Under paragraph 1020F(1)(b) of the Act, ASIC exempts a financial product that is the subject of an eligible offer from Part 7.9 of the Act where:
- a. a recommendation is made (by a person other than the Issuer) that a person to whom an eligible offer has been made acquire the financial product as a retail client; and
  - b. the person who made the recommendation is not aware, and ought not reasonably to be aware, that any of the conditions set out in the Schedule have not been met.

**Where this instrument applies**

8. This instrument applies where:
- a. an offer of Performance Rights is made to an eligible employee under the Plan; and
  - b. an ordinary interest in GIT is issue upon the exercise or vesting of an Award.

**Conditions**

9. The Issuer must ensure that the eligible offer is substantially on the terms set out in the draft terms of the Plan provided to ASIC as an attachment to an electronic mail dated 6 September 2012.
10. The Issuer must:
- a. include the offer in an offer document; and
  - b. take reasonable steps to ensure that any eligible employee to whom the offer is made is given a copy of the offer document; and
  - c. provide to ASIC a copy of the offer document (which need not contain details of the 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.
11. the Issuer must comply (or, in the case of an issuer which does not have a registered office in this jurisdiction, cause an associated body corporate which does so have a registered office to comply) with any undertaking required to be made in the offer document by reason of this instrument.
12. the Issuer must take reasonable steps to ensure that the number of stapled securities to be issued on the vesting or exercise of a Performance Right when aggregated with:
- a. the number of stapled securities in the same class which would be issued:
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- i. were each outstanding offer with respect to Performance Rights made under the Plan to be accepted and the Performance Rights to have vested or been exercised; and
  - ii. were each outstanding offer with respect to stapled securities, units of stapled securities and options to acquire unissued stapled securities under any other employee incentive scheme to be accepted or exercised; and
- b. the number of stapled securities in the same class issued during the previous 5 years under:
- i. the Plan where the Performance Rights issued under the Plan have vested or been exercised; and
  - ii. any other employee incentive scheme extended only to eligible employees,

but disregarding any offer made, or Performance Right acquired or stapled security 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
- f. an offer that did not require the giving of a Product Disclosure Statement because of section 1012D of the Act; or
- g. an offer made under a disclosure document or Product Disclosure Statement,

does not exceed 5% of the total number of issued stapled securities in that class 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 *Acts Interpretation Act 1901*.

**Interpretation**

13. In this instrument:

- a. except where otherwise stated, references to provisions are to provisions of the Act; and
- b. stapled securities will be taken to be in the same class as Old Goodman Stapled Securities; and
- c. the Plan or any other employee incentive scheme 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.

14. In this instrument:

***associated body corporate*** of the Issuer 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
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- c. a body corporate in which the Issuer has voting power of not less than 20%.

**Australian dollar equivalent** in relation to a price, means a price calculated by reference to the relevant exchange rate published by an Australian bank no earlier than the business day before the day to which price relates.

**Award** means an award offered under the Old Plan where the offer under the Old Plan was made in accordance with conditions of ASIC Instrument 10-0125.

**CDIs** means securities issued by CDN for the purpose of enabling beneficial ownership of securities of a foreign body to be recorded in and transferred through CHES and being described in the operating rules of ASX settlement as CHES Depository Interests or CDIs.

**CDN** means CHES Depository Nominees Pty Limited.

**CHES** means Clearing House Electronic Subregister System.

**current market price** means, in relation to a stapled security, the price published by the operator of the principal financial market on which the stapled security is quoted as the final price for the previous day on which the stapled security was traded on that financial market.

**eligible employee** means a person who is, at the time of an eligible offer, a full or part-time employee or director of the Issuer or of an associated body corporate of the Issuer.

**eligible offer** means an offer for the issue of a Performance Right that is made under the Plan.

**financial product advice** has the meaning given by section 766B of the Act.

**general advice** has the meaning given by section 766B of the Act.

**GFM** means Goodman Funds Management Limited, ACN 067 796 641 as responsible entity of GIT.

**GIT** means Goodman Industrial Trust ARSN 091 213 839.

**GL** means Goodman Limited ACN 000 123 071.

**HKCo** means Goodman Logistics (HK) Limited, a corporation incorporated in Hong Kong.

**HKCo CDI** means a Chess Depository Instrument referable to a fully paid ordinary share in HKCo.

**Issuer** means GL, Goodman Funds Management Limited ACN 067 796 641 as the responsible entity of GIT and HKCo (being the foreign body that issues or offers to issue the HKCo Shares to which the HKCo CDIs relate).

**offer** has a meaning affected by sections 700, 702 and 1010C of the Act.

**offer document** means a document setting out an offer under the Plan that:

- a. includes or is accompanied by a copy, or a summary, of the Plan Rules; and
- b. if a summary (rather than a copy) of the Plan Rules is given - includes an undertaking that during the period (the **offer period**) during which an eligible employee may acquire the financial products offered under the Plan, the Issuer will, within a reasonable period of the employee so requesting, provide the employee without charge with a copy of the Plan Rules; and

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- c. specifies in respect of the stapled securities that may be acquired on the vesting or exercise of a Performance Right:
  - i. the acquisition price (if any) in Australian dollars; or
  - ii. where the acquisition price is specified in a foreign currency, the Australian dollar equivalent of that price at the date of the offer; or
  - iii. where the acquisition price is to be worked out in the future under a formula, the Australian dollar or Australian dollar equivalent of that price were that formula applied at the date of the offer; and
- d. includes an undertaking, and an explanation of the way in which, the Issuer will, during the offer period, within a reasonable period of the employee requesting, make available to the employee:
  - i. the current market price (or, where that price is denominated in a foreign currency, the Australian dollar equivalent of that price) of stapled securities that will be acquired by the eligible employee when the Performance Right offered to the eligible employee vests or is exercised; and
  - ii. where subparagraph c(ii) or (iii) applies, the information referred to in that paragraph as updated to that date; and
- e. discloses the conditions, obligations and risks associated with any loan or financial assistance offered by the issuer or any associated body corporate of the Issuer for the purpose of acquiring financial products under the Plan.

**Old Goodman Stapled Security** means an ordinary interest in GIT and an ordinary share in GL which were, on the terms on which they were traded on ASX, only able to be transferred together.

**Old Plan** means an employee incentive scheme for which relief was granted in ASIC instrument 10-0125 known, at the date of ASIC instrument 10-0125 as the Goodman Group Long Term Incentive Plan and the terms of the which are substantially on the terms set out in the draft plan rules provided to ASIC as an attachment to an electronic mail dated 9 November 2009.

**Plan** means an employee incentive scheme that is known as at the date of this instrument as the Goodman Group Long Term Incentive Plan where:

- a. the scheme is extended only to eligible employees; and
- b. the terms of the scheme are substantially on the terms set out in the draft Plan Rules provided to ASIC as an attachment to an electronic mail dated 6 September 2012.

**Plan Rules** means the written terms of the Plan as at the date of this instrument that are substantially on the terms set out in the draft terms of the Plan provided to ASIC as an attachment to an electronic mail dated 6 September 2012.

**Performance Right** means:

- a. an unsecured right to acquire, by way of issue or transfer, a fully-paid stapled security in accordance with the Plan Rules; or
- b. where the right referred to in paragraph a has vested or has been exercised in accordance with the Plan Rules, but the fully-paid stapled security to which the right relates has not been

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issued or transferred to the eligible employee, an equitable interest in a fully-paid stapled security,

where:

- c. each Performance Right is offered for nil consideration; and
- d. the stapled security to which the Performance Right relates is in the same class as stapled securities that have been quoted on the financial market operated by ASX Limited ACN 008 624 691 throughout the 3 month period immediately before the offer without suspension for more than a total of 2 trading days during that period.

*stapled security* means an ordinary share in Goodman Limited ACN 000 123 071, an ordinary interest in the Goodman Industrial Trust ARSN 091 213 839 and a HKCo CDI which, under the terms on which each is to be traded, must be transferred together.

Dated this 14<sup>th</sup> day of September 2012



Signed by Kim Demarte  
as a delegate of the Australian Securities and Investments Commission

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 fourteenth day of September 2012

Rosanne Bell  
DELEGATE OF  
THE AUSTRALIAN SECURITIES AND INVESTMENTS COMMISSION

**Name of Scheme**

**ARSN**

|   |             |
|---|-------------|
| ALL STAR NOMURA CHINA FUND              | 134 111 845 |
| ALL STAR TD CASH FUND                   | 136 685 795 |
| MACQUARIE LEADERS IMPUTATION TRUST      | 092 085 777 |
| VENTURA RETAIL AUSTRALIAN SHARE FUND    | 099 689 728 |
| VENTURA RETAIL CAPITAL STABLE FUND      | 099 691 086 |
| VENTURA RETAIL DIVERSIFIED 50 FUND      | 099 690 418 |
| VENTURA RETAIL GROWTH 70 FUND           | 099 690 356 |
| VENTURA RETAIL INTERNATIONAL SHARE FUND | 099 688 945 |

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 fourteenth day of September 2012

Rosanne Bell  
DELEGATE OF  
THE AUSTRALIAN SECURITIES AND INVESTMENTS COMMISSION

**Name of Scheme**

**ARSN**

|                                      |             |
|--------------------------------------|-------------|
| MACQUARIE RE FLEXION ASIA TRUST 2005 | 113 137 054 |
| MACQUARIE REFLEXION CHINA TRUST 2005 | 113 137 027 |
| MACQUARIE REFLEXION JAPAN TRUST 2005 | 113 136 977 |

CORPORATIONS ACT 2001  
Section 601CL(5)

ASIC has struck the foreign companies listed  
below off the register.

Dated this fourteenth day of September 2012

Rosanne Bell  
DELEGATE OF  
THE AUSTRALIAN SECURITIES AND INVESTMENTS COMMISSION

**Name of Company**

**ARBN**

|   |             |
|---|-------------|
| BIRDAIR, INC.                             | 130 521 952 |
| FABRICATION & WELDING SPECIALTIES LIMITED | 118 455 824 |
| SYLVANIA PLATINUM LIMITED                 | 147 331 726 |



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 fourteenth day of September 2012

Rosanne Bell  
DELEGATE OF  
THE AUSTRALIAN SECURITIES AND INVESTMENTS COMMISSION

**Name of Company**

**ARBN**

KISIWANI LTD

065 836 991

NZ DRILLING CONSULTANTS LIMITED

132 377 416

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.

**ARMSTRONG PTY** ACN 115 357 401 will change to a proprietary company limited by shares. The new name will be **ARMSTRONG PTY LTD** ACN 115 357 401.

**JIA (AUSTRALIA) LIMITED** ACN 147 249 572 will change to a proprietary company limited by shares. The new name will be **JIA (AUSTRALIA) PTY LIMITED** ACN 147 249 572.

**PARTNERS GROUP LIMITED** ACN 140 105 077 will change to a proprietary company limited by shares. The new name will be **PARTNERS GROUP PTY LTD** ACN 140 105 077.